

KfW



German Financial Cooperation with the Republic of Serbia

Project: Energy Efficiency in Public Buildings, Phase II

Prequalification

for

**Consulting Services for the project
“Energy Efficiency in Public Buildings, Phase II”**

**Employer:
Public Investment and Management Office (PIMO)
Nemanjina 11, 11000 Belgrade
Republic of Serbia**

August 2020

**BMZ No. 2014 68 644, 2014 70 384
KfW Procurement No. 505906**

SECTION I – GENERAL PROVISIONS (GP)

1. General

1.1 SCOPE OF APPLICATIONS AND DEFINITIONS

- 1.1.1 In connection with the Invitation for Prequalification indicated in Section II, Special Provisions (**SP**), the Employer, as defined in the **SP**, issues this Prequalification Document (“Prequalification Document”) to prospective applicants (“Applicants”) interested in submitting applications (“Applications”) for prequalification to bid for the assignment described in SP 1.6.1.
- 1.1.2 The Employer as indicated in the **SP** has applied for or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the **SP**. The Employer intends to apply a portion of the funds to eligible payments under the Contract(s) resulting from the procurement process.
- 1.1.3 The following definitions apply:
- (a) “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **SP**, as they may be issued and in force from time to time.
 - (c) “Applicant(s)” means an entity or an association of entities (JV) that submits a set of documents as specified hereunder for being prequalified to submit a Proposal.
 - (d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The term “Consultant” and “Applicant” are used in this document interchangeably.
 - (e) “Contract” means a legally binding written agreement signed between the Employer and the Consultant.
 - (f) “Day” means a calendar day.
 - (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by KfW in case of an agency Contract¹.
 - (h) “Government” means the government of the Employer’s country.

¹The term Employer in this document shall have the same meaning as the terms Client and Project Executing Agency in the Guidelines.

- (i) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries available at www.kfw-entwicklungsbank.de.
- (j) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract.
- (k) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (l) “Sub-Consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer as contracting party during the performance of the Contract.
- (m) “Special Provisions (SP)” means an integral part of this Prequalification Document that is used to reflect specific country and project conditions to supplement the General Provisions. In case of conflict between the GP and the SP, the SP shall prevail.

1.2 SELECTION OF THE CONSULTANT AND PREQUALIFICA- TION PROCEDURE

- 1.2.1 To execute the project, the Employer intends to select one or several Consultants in accordance with the Guidelines. The evaluation committee of the Employer may be assisted by a tender agent or in exceptional cases a tender agent may conduct the entire tender procedure on behalf of the Employer. KfW’s monitoring and no-objection is not affected. The details are outlined in the **SP**.
- 1.2.2 This Prequalification Document sets out the prequalification procedure, including but not limited to the minimum requirements towards the experience and capabilities of the Applicants and the evaluation method. The Applicants who demonstrate to the Employer’s satisfaction that they have the experience and the capabilities to execute the project shall be shortlisted in accordance with GP 4.2.5 to participate in the subsequent tendering procedure.
- 1.2.3 The procurement process is the responsibility of the Employer. KfW shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. KfW exercises its monitoring function on the basis of the contractual arrangements with the Employer and the Guidelines containing details for KfW’s approval and no objection to individual steps during the procurement process. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

1.3 SANCTIONABLE PRACTICE

- 1.3.1 KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section V.
- 1.3.2 In further pursuance of this policy, Applicants shall permit and shall

cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to the procurement process and Contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

1.4 ELIGIBLE APPLICANTS

- 1.4.1 An Applicant may be a firm that is a private entity, a government-owned entity — subject to Section IV – or a combination of such entities in the form of a Joint Venture (“JV”) under an existing JV Agreement or with the intent to enter into such an agreement supported by Declarations of Association. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. An Application may include Sub-Consultants, whose relationship with the Applicant is contractual, and who are not held jointly and severally liable for the execution of the Contract. The Applicant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Applicant and any and all its members, if the Applicant is a JV, during the prequalification process, procurement process (in the event the Applicant submits a Proposal) and during Contract execution (in the event the Applicant is awarded the Contract). Unless specified in the **SP**, there is no limit on the number of members in a JV. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 1.4.2 Applicants including their Affiliates and, in case of JVs, any of their members, may participate in only one Application. Sub-Consultants whose qualifications are used in the evaluation of at least one Application, pursuant to the Applicant’s request made in accordance with Form 2 (Declaration on Conflict of Interest and of Submitting a Proposal), may only participate in the respective Application. Sub-Consultants, whose qualifications are not used in the evaluation of any Application, may participate in more than one Application. Applications submitted in violation of this procedure will be rejected.
- 1.4.3 It is the Consultant’s responsibility to ensure that its staff, Joint Venture members, Sub-Consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements on eligibility and conflict of interest as established hereunder.
- 1.4.4 KfW’s eligibility criteria for prequalification are described in Section IV, Eligibility Criteria.
- 1.4.5 An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 1.4.6 The materials, equipment and Services to be supplied under the Contract and financed by KfW may have their origin in any country subject to the restrictions specified in Section IV Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions.
- 1.5.1 The Consultant is required to provide professional, objective, and

1.5

CONFLICT OF INTEREST

impartial advice, at all times holding the Employer's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

1.5.2 Applicants shall be disqualified if they:

- (a) are an Affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and has been fully resolved to the satisfaction of KfW;
- (b) have a business or a family relationship with a PEA's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
- (c) are controlled by or do control another Applicant or are under common control with another Applicant, receive from or grant subsidies directly or indirectly to another Applicant, have the same legal representative as another Applicant, maintain direct or indirect contacts with another Applicant which allow them to have or give access to information contained in the respective Applications, to influence them or influence the decisions of the PEA;
- (d) are engaged in a Services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;
- (e) were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to Consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Applicants and the preparation of the terms of reference was not part of the activity;
- (f) were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the PEA, and are or were able in this connection to influence the Award of Contract.

1.5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.**1.6 REQUESTED SERVICES****1.6.1 A brief description of the requested consulting Services is presented in the SP.**

2. Contents and Preparation of the Application

2.1 PREQUALIFICATION DOCUMENT AND COMMUNICATION

- 2.1.1 These Prequalification Documents consist of the sections indicated below, which should be read in conjunction with any Addendum issued in accordance with clause 2.6.

Section I - General Provisions (GP);

Section II - Special Provisions (SP);

Section III - Application Forms:

Form 1: Declaration of Undertaking;

Form 2: Sample Declaration on Conflict of Interest and of Submitting a Proposal;

Form 3: Sample Declaration of Association;

Form 4: Financial Capacity Statement;

Form 5: Project Experience;

Form 6: List of Available Expertise and Human Resource Capacity;

Section IV - KfW Eligibility Criteria;

Section V - KfW Policy – Sanctionable Practice – Social and Environmental Responsibility.

- 2.1.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the Prequalification Documents, responses to requests for clarification, or Addenda in accordance with GP 2.6. In case of any discrepancies, documents issued directly by the Employer shall prevail.
- 2.1.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.
- 2.1.4 The Application, as well as all correspondence and documents relating to the Application exchanged between the Applicant and the Employer shall be in the language of this document. Any official documents presented in a different language shall be accompanied by a certified translation into the language of this document. The Employer reserves the right to verify the translation. In case of discrepancies the original document shall prevail.
- 2.1.5 All communication between the Employer and Applicants shall take place in writing. For the purposes of the Prequalification Document in writing shall mean communicated in written form (for example by post, e-mail or facsimile) and delivered with proof of receipt.

2.2 DOCUMENTS COMPRISING THE APPLICATION

- 2.2.1 The Application submitted by the Applicant shall comprise the following:
- (a) Application Letter, indicating the Applicant's name, address, telephone, fax and email. If the Applicant is a JV, the Application Letter shall also describe the form of association

and list the JV members.

- (b) Power of Attorney authorizing the representative of the Applicant, designated in accordance with GP 1.4.1 to submit the Application on behalf of the Applicant. If the Applicant is a Joint Venture, the Power of Attorney shall be provided by the Lead Consultant nominated in the JV agreement or in the Declarations of Association, submitted in accordance with GP 2.2.1(d)(II). If the representative of the Applicant is the owner, member or director of the Applicant or the Applicant's Lead Consultant, if so nominated in accordance with GP 2.2.1(d)(II), a Power of Attorney shall not be necessary.
- (c) Presentation of the Applicant (maximum 10 pages, no brochures). If the Applicant is a single entity, the presentation shall describe the Applicant's type of entity, ownership structure and organisation chart, as well as its main business areas as they apply to the project. If the Applicant is a JV, the presentation shall provide this information about each JV member as well as a description of the intended form of collaboration of the members within the JV.
- (d) Statements and Declarations:
- I. Declaration of Undertaking in the format provided in Section III.
 - II. Declaration on Conflict of Interest and of Submitting a Proposal in the format provided in Section III.
 - III. If the Applicant is an existing JV, the Applicant shall submit a proof of the existing JV Agreement, indicating the Lead Consultant. If the Applicant is a JV, which the members intend to form for the purpose of executing the Contract, each member of the JV shall submit a Declaration of Association, indicating the Lead Consultant, in the format provided in Section III.
 - IV. Statement on conflict of interest as per GP 1.5 is part of the declaration as per (d) ii. above. If the Applicant is a JV, separate statements shall be provided by each member of the JV.
 - V. Financial Capacity Statement in the format provided in Section III and supported by the Applicant's balance sheets and profit and loss Statements. If the Applicant is a JV, separate statements, including the supporting Balance Sheets and Profit and Loss Statements, shall be provided by each member of the JV. All balance sheets and profit and loss statements shall be certified by a reputable auditor.
 - VI. List of project references in the format provided in Section III. The number and timing requirements towards the project references shall be specified in the **SP**. The Employer reserves the right to contact the clients indicated in the references to ascertain the information provided by the Applicant.
 - VII. List of Available Expertise and Human Resource Capacity

in the format provided in Section III.

(e) Any other documentation required in the **SP**.

2.2.2 Applicants shall submit concise and clear, but substantial documents and adhere to the above structure. Any interlineations, erasures or overwriting shall be valid only if initialled by the Applicant's representative designated in accordance with GP 1.4.1.

**2.3
COST OF
APPLICATION**

2.3.1 All cost relating to the preparation of the Application, including but not limited to site visits, obtaining information, preparation and submission of the Application, shall be borne by the Applicant.

**2.4
SIGNING OF THE
APPLICATION AND
THE NUMBER OF
COPIES**

2.4.1 The Applicant shall prepare one original Application as described in GP 2.2 and clearly mark it "ORIGINAL". All documents comprising the original Application shall be typed or written in indelible ink and shall be signed by the Applicant's representative designated in accordance with GP 1.4.1. If the Applicant is a JV, the statements and declarations submitted by the members of the JV in accordance with GP 2.2.1(d)(II)–(VII) shall be signed by duly authorized officials, such as owners or directors of the respective members.

2.4.2 The Applicant shall prepare copies of the signed original Application and clearly mark each of them "COPY". The number and type of copies of the Application shall be in accordance with the **SP**. In the event of any discrepancy between the original and the copies, the original shall prevail.

2.4.3. If electronic copies of the Proposal are required in accordance with GP 2.4.2, they shall be presented as unalterable and printable PDF files on CD or DVD disks, marked accordingly.

**2.5
CLARIFICATION OF
PREQUALIFICA-
TION DOCUMENT**

2.5.1 Applicants may request a clarification of the Prequalification Document until the deadline indicated in the **SP**. Any request for clarification shall be sent in writing or by standard electronic means to the address indicated in the **SP**. Responses shall be in writing or by standard electronic means and shall be sent to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, including a description of the inquiry but without identifying its source, not later than ten (10) days prior to the deadline for the submission of Applications in accordance with GP 3.2.1.

2.5.2 If necessary, the Employer may send clarifications of the Prequalification Document to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, not later than ten (10) Days prior to the deadline for the submission of Application in accordance with GP 3.2.1.

**2.6
AMENDMENT OF
PREQUALIFICA-
TION DOCUMENT**

2.6.1 At any time prior to the deadline for the submission of Applications but not later than ten (10) Days before the submission date the Employer may amend the Prequalification Document by issuing an Addendum.

- 2.6.2 Any Amendment issued shall be part of the Prequalification Document and shall be communicated immediately in writing to all prospective Applicants who have obtained the Prequalification Document from the Employer.
- 2.6.3 To give Applicants reasonable time to take an Amendment into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with GP 3.2.2.

3. Submission of Applications

3.1 SEALING AND IDENTIFICATION OF APPLICATIONS

- 3.1.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
- (a) bear the name and address of the Applicant;
 - (b) be addressed to the Employer, in accordance with GP 3.2 below;
 - (c) bear the project title and/or tender number;
 - (d) bear the following words clearly visible, “Not to be opened by the Postal Service - Prequalification for” and the name of the assignment.
- 3.1.2 The Employer shall not be responsible for misplacement, losing or premature opening of the Application if the envelope is not sealed or marked in accordance with GP 3.1.1. The disposal of original late Applications shall be obligatorily documented in a late Applications protocol, which shall be provided to KfW as part of the opening protocol prepared in accordance with GP 3.2.7 and to the entity, which has submitted the late Application.

3.2 DEADLINE FOR SUBMISSION OF APPLICATIONS, OPENING

- 3.2.1 Applicants may submit their Applications by mail, by courier or by hand, against confirmation of receipt. Applications shall be submitted by the Applicants at the address and no later than the deadline indicated in the **SP**. Any Application received by the Employer after the deadline shall be declared late and rejected, and promptly disposed of.
- 3.2.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with GP 2.6, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.
- 3.2.3 The preparation and the submission of the Applications is the responsibility of the Applicant and no relief or consideration can be given for errors and omissions.
- 3.2.4 If copies of the Application shall be sent to multiple addresses in accordance with GP 3.2.1, the timely receipt of the original Application in compliance with GP 3.2.1 shall be decisive for the timely submission of the Application.
- 3.2.5 The Employer’s evaluation committee as detailed in **SP** 1.2.1 shall proceed with the opening of the Applications shortly after the submission deadline as indicated in the **SP** and establish and sign an opening protocol as per GP 3.2.7.
- 3.2.6 Unless otherwise agreed the Employer’s evaluation committee shall be composed of at least three members. One member of the Evaluation committee shall not be staff from the Employer’s administration or organisation.

- 3.2.7 At the opening of the Applications the following shall be recorded in the opening protocol: the name and business address of the Applicant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members; the presence or absence of the Declaration of Undertaking whether they have been received on time and sealed as per GP 3.1.1 and any other information deemed appropriate or as indicated in the **SP**.

4. Evaluation – Process of the Prequalification Documents

4.1 CONFIDENTIALITY

- 4.1.1 After the opening of the Applications and until the announcement of the prequalification results to the Applicants no communication of any type between the Applicants and the Employer, its staff or any other person involved in the evaluation is permitted except as specified under GP 4.3.
- 4.1.2 Information relating to the Applications, their evaluation and result shall not be disclosed to Applicants or any other persons not officially concerned with the prequalification procedure until the Employer notifies the Applicants of the prequalification results.

4.2 EVALUATION

- 4.2.1 The Employer shall reject an Application that is not substantially responsive to the requirements of this Prequalification Document. In particular, an Application failing to demonstrate that the Applicant fulfils the financial capability requirements set out in the **SP** or lacking the following documents shall be considered not substantially responsive:
- a) Declaration of Undertaking (Form 1)
 - b) Financial Capability Statements and supporting documentation as required (Form 4)
 - c) Declaration on Conflict of Interest and on Submitting an Application (Form 2)
 - d) Power(s) of Attorney authorizing the representative of the Applicant
 - e) If the Applicant is a JV, either proof of the existing Association Agreement or a Declaration of Association (Form 3)
- 4.2.2 The Employer shall evaluate the responsive Applications in terms of the prequalification criteria indicated in the **SP** and award each responsive Application a prequalification score of up to 100 points.
- 4.2.3 For the purposes of scoring individual prequalification sub-criteria in accordance with GP 4.2.2 the Employer shall apply the following qualitative approach to each criteria:
- a) 100% of the max. score: Excellent, no errors or omissions at all are noted. Exhaustive, conclusive, comprehensive, precise and further leading suggestion / idea / offering with respect to the sub-criterion.
 - b) 75% of the max. score: Good, minimal errors or omissions noted. Exhaustive, conclusive, comprehensive and precise with respect to the sub-criterion.
 - c) 50% of the max. score: Unsatisfactory, major errors or omissions noted not comprising the fulfilment of the sub-criterion, basically meets the requirement of the respective sub-criterion.
 - d) 25% of the max. score: Poor, major errors or omissions are noted comprising the fulfilment of the sub-criterion,

substantially deviates from or indicates misunderstanding of the requirement of the respective sub-criterion.

- e) 0 % of the max. score: Insufficient / Fail, does not meet the requirement of the respective sub-criterion at all or does not provide any information regarding the requirement of the sub-criterion.

4.2.4. The Employer shall reject an Application if,

(a) it has determined that the Application is nonresponsive in accordance with GP 4.2.1;

(b) it has awarded the Application a prequalification score, which is lower than the minimum prequalification score of 70 points out of 100. Depending on the nature of the assignment a minimum score may be applied not only to the overall score but also to the achievement of a sub-score dedicated to environmental, social, health and safety (ESHS) issues, if specified so in the Special Provisions (SP).

4.2.5 The Employer shall establish a shortlist of qualified Applications determined to be responsive and scoring higher than the minimum prequalification score. The number of Applicants to be invited is generally five (5) but could be increased up to eight (8) if required and subject to prior indication in the SP. However, if the number of prequalified Applicants exceeds this predefined number Applicants will be invited as per their ranking.

4.3 EMPLOYER'S RIGHT TO ACCEPT OR REJECT APPLICATIONS

4.3.1 The Employer reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

4.3.2 The Employer is not bound to select any Application.

4.4 NOTIFICATION OF PREQUALIFICA- TION AND PUBLICATION

4.4.1 The Employer shall notify all Applicants in writing on the outcome of evaluation shortly after the finalisation of the evaluation.

4.4.2 In addition, the Employer shall publish the list of prequalified Applicants (including all JV members, if any) who will be invited to submit an Offer (prequalification-result notice), after KfW's No-Objection to the prequalification evaluation report on GTAI's website and in any other media in which the prequalification notice was published.

4.4.3 Applicants that have not been prequalified may write to the Employer to request, in writing, the grounds on which they were not qualified.

4.4.4 Upon such a request the Employer will inform such Applicants on the major shortcomings and weaknesses of their Application.

4.5 REQUEST FOR PROPOSAL

4.5.1 Promptly after the notification of the results of the prequalification, the Employer shall invite the prequalified Applicants to submit their Proposals.

SECTION II – SPECIAL PROVISIONS (SP)

(the references refer to the respective figures in the General Provisions)

1.1.1 EMPLOYER

The Employer and Project Executing Agency (PEA) is the Public Investment and Management Office (PIMO) Nemanjina 11, 11000 Belgrade, Republic of Serbia.

The project name and reference numbers are “Energy Efficiency in Public Buildings, Phase II”, BMZ No. 2014 68 644, 2014 70 384 and KfW Procurement No. 505906

The estimated total project costs are approximately EUR 21,5 million for Implementation Measures (EUR 20 million) and for Technical Assistance Measures (EUR 1,5 million). The Project will be financed by KfW by a loan in the amount of EUR 20 million (BMZ No. 2014 68 644) and a grant in the amount of EUR 1,5 million (BMZ No. 2014 70 384). The Technical assistance measures include support of the PIU at the PEA, additional experts and approximately EUR 0,5 Million for this application of the Supervision and Monitoring Consultant (SMC).

The prerequisites for disbursements for this assignment are not yet finalised. Any contractual commitment related to this tender procedure is subject to the readiness of disbursement of funds for this assignment.

1.2.1 SELECTION OF THE CONSULTANT

The Consultant shall be selected through a two-stage international competitive bidding procedure in accordance with the latest version of the “Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries”.

https://www.kfw-entwicklungsbank.de/PDF/Download-Center/PDF-Dokumente-Richtlinien/Vergaberichtlinien-2019-Englisch-Internet_2.pdf

The tender procedure is carried out as follows:

The Employer (Public Investment and Management Office - PIMO) will nominate a tender evaluation committee composed by its members for the selection of the consultant.

Mr. Uwe Settelmaier and Mrs. Hanna Slobodyanyuk-Montavon are assisting the tender evaluation committee as tender agents.

1.4. ELIGIBLE APPLICANTS

- 1.4.1 The maximum quantity of members in a Joint Venture including the lead member shall be three.

- 1.4.2** Consultants are free to associate themselves with other firms to ensure that all required know-how and experience are available to them. In case of an association the Applicant shall provide the information as requested in clause GP 2.2.1.

1.6.1 REQUESTED SERVICES

Project Objectives

The Project “Energy Efficiency in Public Buildings, Phase II” concerns the energy efficient rehabilitation of public buildings in selected municipalities throughout Serbia. The purpose of the Project is to contribute to improved energy performance in targeted buildings, to strengthen capacities for carrying out decentralized public infrastructure projects with focus on energy efficiency and to stimulate local value chains. This is to contribute to the population and the environment benefiting from a sustainable, efficient and reliable energy supply laying ground for the convergence of Serbia to the EU.

Details of the Project

The Project comprises the energy efficient rehabilitation of ca. 50-60 public buildings in selected municipalities throughout Serbia.

The project covers the energy efficient rehabilitation of public buildings related predominantly to the educational, healthcare, social protection and sport sector in Serbia’s municipalities. Rehabilitation works, goods and services can be divided into three categories: 1) energy efficiency measures (e.g. thermal insulation of façade walls and roof, replacement of heating systems), 2) structural measures (e.g. structural rehabilitation, paintings, installation of sprinkler system) and 3) comfort measures (e.g. rehabilitation of sanitary rooms, suppression of mould). At least 50 % of the total investment costs shall target at energy efficiency measures.

The following Project activities shall be primarily financed from the Loan: Promotion of energy efficiency in public buildings and associated measures in selected municipalities, including goods, works and services for reconstruction, rehabilitation and energy efficiency measures.

The following Project activities shall be financed from the Grant: Accompanying measures, including an international Supervision and Monitoring Consultant, short term consultancy, auditing services for the disposition fund and *Special Designated Account* (“SDA”) and additional project staff at PIMO to support the project implementation.

The Project is divided into two Clusters, Cluster I and Cluster II. Whereas Cluster I shall ensure a continued financing of the country-wide PIMO-Program “Program for Reconstruction and Improvement of State-Owned Public Facilities in Education, Healthcare, Social Protection and Sport Sectors (“PIMO-Program”)”.

Cluster II shall introduce structure and energy audits and post construction energy audits according to DIN V 18599 and related newest EU Directives for EE and EPB and fulfil ISO 52000 series standards as also being introduced in Montenegro and other countries on the Balkans.

By Cluster I, the current implementation modus operandi of the PIMO-Program shall be supported to ensure continuing activities. Cluster I shall encompass ca. 75 % of the Project volume for investment (=15 million EUR out of the loan proceeds). Cluster II shall amount to ca. 25 % of the Project volume for investment (=5 million EUR out of the loan proceeds).

Cluster II equals Cluster I with the following two modifications that concern energy efficiency measurements:

1. **Structure and Energy Audit (SEA):** A SEA is conducted prior to the preparation of the Preliminary Detailed Design of the works to be undertaken and can thus be contemplated as “concept design”, showing different (normally three) variants or implementation by steps and its implications in terms of investment scope and volume, payback periods, CO₂-savings, energy costs per year and monetary savings. The SEA is a highly standardized report, based on on-site walk through audits of the facilities. The energy calculations are done based on the DIN V 18599 standards developed by Fraunhofer Institute, compliant with EU requirements and adapted to the climatic conditions in Serbia. Further the user profiles out of DIN v 18599-10 shall be used.. These energy audits will be performed by an independent third party consultant.
2. **Post Construction Energy Audits (PCEA):** The PCEA are on one side an update of the SEA’s in which the final EE-measures after construction are reflected and on the other side it shall be checked if the demand based energy needs after construction matches the consumption based data after implementation of the measures. By measuring the actual energy consumption of a building the PCEA shall verify whether the imputed efficiency gains and greenhouse gas savings calculated in the SEA also correspond to real energy consumption. The PCEA shall be carried out for each building of cluster II, earliest one year after commissioning when all seasonal climatic fluctuations have been completed.

To ensure a swift, smooth and proper implementation, the Project foresees technical assistance of an Supervision and Monitoring Consultant. This prequalification and the subsequent invitation to tender concerns the services to be provided by the Supervision and Monitoring Consultant.

Requested Services

The Supervision and Monitoring Consultant (“SMC”) shall provide assistance in quality enhancement and assurance related issues, energy efficiency consulting, the project monitoring, assistance in disbursement, claim and administration related tasks, reporting (to KfW) on the project progress, construction monitoring

on a selective base, implementation of trainings and/or awareness campaigns for facility managers and the buildings users and for performing the Post Construction Energy Audits (PCA) for Cluster II. The SMC will not provide services as Owners Engineer according to FIDIC Pink Book and does not need to prepare detailed designs nor render constant site supervision.

Moreover the SMC shall support PIMO with the monitoring and reporting of the ongoing project activities and thus improve quality control. The SMC shall contribute to a more stringent orientation towards energy efficiency of the Program/Project. All works of the consultant(s) shall be carried out in close cooperation and liaison with PIMO and the municipalities/people hired by the municipalities for Project related tasks.

As a general principle the Project shall be in line with and build on the structure, the processes and procedures of the ongoing PIMO-Program, taking into account already existing proven procedures, processes and operational documents, including those from other co-financiers to the extent possible.

In particular, the Supervision and Monitoring Consultant(s) shall:

- Monitor the entire procurement and implementation processes for works and services by the municipalities and PIMO on a general level (incl. regular site visits/random spot checks) to be financed under the Project, create and continuously feed database with project related information in order to verify the Project's impacts, conduct selective and ad-hoc construction site visits.
- Report to PIMO/KfW on the progress of Project implementation: quarterly report to PIMO/KfW on the progress of implementation including financial overviews regarding the use of funds.
- Carry out Post Construction Energy Audits for every building of Cluster II in order to verify the effectiveness of efficiency measures and the reduction CO₂ gas emissions.
- Conduct a representative study at the initial stage of the project and after the finalization of the project's activities (before-after-comparison), in order to evaluate the municipalities capacities in the preparation and implementation of public infrastructure projects.
- Implement trainings and/or awareness campaigns for facility managers and the buildings users to assure the adaptation of the users behaviour in retrofitted buildings.
- Where necessary, the SMC assists PIMO in disbursement related issues regarding the Special Designated Account and overall Project administration.

The detailed time, cost, and financing schedule, regularly updated for the proper technical and financial implementation of the Project shall be prepared by the Employer in the framework of the updates of the Procurement Plan and payment forecasts for disbursement - in cooperation with the SMC - and submitted to KfW. Such schedule shall contain, by deadlines and amounts, the intended chronological interrelation of the Project activities and the corresponding financial requirements. If any deviation from such schedule becomes necessary during the implementation of the Project, KfW shall be furnished with a revised schedule.

The award of the Consulting services is planned for 4Q/2020. The overall implementation of the project is expected to be completed within 39 months plus 12 months of defects notification period and performance of Post construction energy audits.

The Employer intends to award the requested consulting services to eligible consultants. Eligible consultants are all independent and qualified consulting companies with more than ten (10) years of experience in the sector. Sector means Energy Efficient Rehabilitation of Buildings. The Consultants personnel shall have experience in concept preparation, technical design, construction and commissioning supervision as well as project management of energy efficiency projects.

Services are to be provided by a team comprising of international and regional/local long-term consultants. The following personnel profiles shall be presented at the prequalification phase:

- Project Director
- Project Manager
- Site Supervision Experts
- Energy Efficiency Expert and Energy Auditor for audits (acc. to the methodology and kernel DIN V 18599, the latest EU energy performance directives and QA acc. to EN 16247)
- Civil and Structural Expert
- Expert for Heating Systems
- Electrical and Lighting Expert
- Firefighting Expert
- Procurement and Claim Expert
- ESHS and ESMP monitoring Expert

The Applicant shall not present a potential project team. The focus is on access and availability to project relevant expertise. It is understood that prequalified Applicants are not required to include all the staff named in Form 6 into their technical proposal.

The Consultants are requested to nominate for each candidate profile one candidate as requested in Form 6 paragraph 2.1 Qualitative Assessment (first and second candidate) and 2.2 Quantitative Assessment (two additional candidates). Candidate profiles for which no candidate is nominated will be rated with 0 points.

2.2.1 DOCUMENTS COMPRISING THE APPLICATION

(d) (VI) Project References: The project references shall be strictly related to the envisaged services and shall cover the qualification criteria 1.1, 1.2 and 1.3 in the table under SP 4.2.2. In total max.10 project references covering the last eight (8) years shall be provided.

(d) (VII) List of Available Expertise and Human Resource Capacity. The list shall include international and regional/local experts/specialists. The list shall contain information about education, professional experience, regional

experience, relationship with firm and years within firm, specific project-related experience and experience in similar posts. This list shall allow a profound judgement on the consultant's general ability to provide the required personnel having the specific experience for the project in case of an offer. Personnel with long permanent employment or company affiliation will get more points.

(e) ISO Certification of the Consultant (to be provided either by the lead consultant, consortium member or joint venture partner). The applicants shall submit a copy of valid certificates proving that the company is:

- ISO 9001 certified regarding Quality Management (mandatory);

Additionally, applicants shall demonstrate

- Capacity in managing Environmental and Social Risks and
- Capacity in managing Operational Health and Safety Risks

Applicants are free to demonstrate the relevant capacity and experience either by proving their access to such know how or by providing relevant certificates, i.e. ISO 14001 and ISO 45001 or OHSAS 18001.

At least two members of the team shall be a licensed Energy Auditor (EN16247 / ISO 50002 or similar). The applicants shall submit a copy of the valid certificate(s).

2.4. SIGNING OF THE APPLICATION AND THE NUMBER OF COPIES

2.4.2 In addition to the original Application documents, two (2) hard copies shall be submitted.

Each original and copy of the Application shall include a soft copy as unalterable and printable PDF file on a CD / DVD disk or USB flash drive, marked according to the instructions given in clause GP 3.1.

2.5.1 CLARIFICATION OF PREQUALIFICATION DOCUMENT

The addresses for any clarifications regarding this Application are as follows:

Uwe Settelmaier
Tender Agent
uwe.settelmaier@gmx.de

Hanna Slobodyanyuk-Montavon
Tender Agent
hanna.sl@hotmail.com

The deadline for clarifications by Applicants is fourteen (14) days prior to the submission date as per SP 3.2.1

3.2.1 DEADLINE FOR SUBMISSION OF APPLICATIONS

The original Application documents shall be submitted to the Employer at the following address:

Public Investment and Management Office
Snezana Popovic
Nemanjina 11
11000 Belgrade
Republic of Serbia

The original Application documents shall be submitted to the address mentioned above at or before 12:00 (local time in Serbia) on October 9th, 2020.

The first copy of the Application documents shall be submitted to the following address:

Hanna Slobodyanyuk-Montavon
Schöneberger Str. 9
10963 Berlin
Germany

The second copy of the Application documents shall be submitted to the following address:

Uwe Settelmaier
Tender Agent
Erbacher Straße 3
68549 Ilvesheim
Germany

For timely submission, the submission of the original at the Employer shall be decisive.

Electronic submission via e-mail is prohibited and will lead to disqualification.

4.2 EVALUATION

4.2.1 The Applicant shall demonstrate the following financial capabilities:

Criterion	Requirement	Single Entity	Joint Venture			Submission Requirements
			All Parties Combined	Each Party	Lead Consultant	
Average annual turnover for the last three years	<i>Minimum turn-over</i> € 1,000,000 for a Single Entity € 1,000,000 for Joint Venture	Must meet requirement	Must meet requirement (€ 1,000,000)	Must meet at least 20% of the requirement (i.e. at least 20% of € 1,000,000)	Must meet at least 70% of the requirement (i.e. at least 70% of € 1,000,000)	GP 2.2.1. d) V / Form 4
Current ratio	<i>Current ratio 1,1 (minimum current ratio)</i>	Must meet requirement	Must meet requirement	N/A	Must meet requirement	GP 2.2.1. d) V / Form 4
Profit of the year for the last three years after taxes	<i>Values must be positive for at least two of the last three years</i>	Must meet requirement	Must meet requirement	N/A	Must meet requirement	GP 2.2.1. d) V / Form 4

4.2.2 Responsive Application as per GP 4.2.1 will be evaluated in accordance with the following criteria and scoring system.

Qualification criteria	Maximum Score
1. Applicant's Experience	55
1.1 Experience in handling similar projects (Energy Efficient Rehabilitation of Buildings) with similar tasks; i.e. tasks/services in accordance with 1.6.1 Requested Services (max. 3,5 points per project). This sub-criterion is evaluated based on the project references submitted in accordance with GP 2.2.1(d)(VI) / Section III Form 5.	35
1.2 Experience under various working-conditions in handling similar projects with similar tasks in developing, transition or emerging countries (max. 1 point per project). This sub-criterion is evaluated based on the project references submitted in accordance with GP 2.2.1(d)(VI) / Section III Form 5.	5
1.3 Experience under various working-conditions in handling similar projects with similar tasks in Serbia, Montenegro, Albania, Kosovo, Croatia, Bosnia & Herzegovina, North Macedonia, Slovenia, Ukraine, Georgia and Armenia (max. 3 points per project). This sub-criterion is evaluated based on the project references submitted in accordance with GP 2.2.1(d)(VI) / Section III Form 5.	15
2. Applicant's Capabilities	40
2.1 Qualitative assessment of the Applicant's available expertise (up to 3 points for every personnel profile; i.e. first candidate and second candidate up to 1,5 points each) to demonstrate that the Applicant has access to the expertise required to implement the assignment. Applicants will submit the List of Available Expertise and Human Resources Capacity in accordance with GP 2.2.1(d)(VII) / Section III Form 6.	30
2.2 Quantitative assessment of the Applicant's Human Resource Capacity (up to 0,5 points for each additional candidate) to demonstrate the extent to which the Applicant has access to the expertise required to implement the assignment, applicants will submit the List of Available Expertise and Human Resource Capacity in accordance with GP 2.2.1(d)(VII) / Section III Form 6. The list shall demonstrate that the Applicant has adequate redundancy (quantitative and qualitative) for each of the candidate profiles.	10
3. Form of the application documents: do they meet the formal criteria; are they complete, appropriately and consistently formatted, as well as concise and related to the project?	5
Overall Total Score 1. - 3.	100

4.2.5 The number of prequalified Applicants to be invited to submit a Proposal is limited to five (5).

SECTION III – APPLICATION FORMS

Form 1 – Declaration of Undertaking**Declaration of Undertaking**

Reference name of the Application/Offer/Contract: ("Contract")²

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")³ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website

²Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW's "Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries".

³The PEA means the purchaser, the Employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

<http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or

2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:

3.1) being an Affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;

3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;

3.5) in the case of procurement of Works, Plant or Goods:

i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

ii. having been recruited (or being proposed to be recruited) ourselves or any of our Affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.

6. In the context of the Tender Process and performance of the corresponding Contract:

6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;

6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁴ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with Applicable Law, but in any case for at least six years from the date of fulfilment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with Applicable Law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the Applicable Law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁵: _____

Signature:

Dated:

⁴In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

⁵ In the case of a JV, insert the name of the JV. The person who will sign the application, Bid or Proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

Form 2 – Sample Declaration on Conflict of Interest and of Submitting a Proposal

Declaration on Conflict of Interest and of Submitting a Proposal

Project (name and country):

Tender Ref./ Project ID:

We *[insert the name of the Applicant]* hereby declare that we are an independent Consultant and we, nor any member of the JV in which we are member, nor any Sub-Consultant listed below have a conflict of interest as per GP 1.5.

We hereby declare that in the event of being prequalified by the Employer, we shall submit a Proposal, subject to the details of the tender documents.

[Insert the following text if the Application includes one or several Sub-Consultants, whose qualifications should be considered by the Employer in the pre-qualification process:

“We request that the qualifications of the following Sub-Consultant(s) shall be considered by the Employer in the pre-qualification process,

[List Sub-Consultants here]

If short-listed, we undertake to submit a Proposal that includes all of the above Sub-Consultants.”]

[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.1]

Form 3 – Sample Declaration of Association**Declaration of Association**

Project (name and country):

Tender Ref./ Project ID:

We hereby declare our intent to associate with the following firms for the purpose of forming a Joint Venture:

[Insert the names of the other JV members here]

[Insert the name of the Lead Consultant] shall be the Lead Consultant.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an application separately from the firms listed above. Further, we understand that if a Consultant appears as an associate in more than one Application, all Applications in which the Consultant appears shall be disqualified.

In the event that this JV is awarded a Contract, we shall perform the Services in the composition and in the form of cooperation described above.

[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.1]

Form 4 – Financial Capacity Statement

Financial data	2017 EUR	2018 EUR	2019 EUR	Average ⁶ EUR
Annual turnover ⁷				
Current assets ⁸				
Current liabilities ⁹				
Current ratio (current assets/current liabilities)				
Profit for the year after taxes				

If annual accounts are not yet available for the last year, please provide latest estimates or provisional figures. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table).

Natural persons without balance sheet shall provide appropriate information.

⁶Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

⁷The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of Services, interest, royalties, and dividends) during the year.

⁸A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

⁹A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

Form 5 – Project Experience

Ref no:	Project title							
Name of legal entity (declaring Consultant)	Project Country	Overall project value (EUR)*	Proportion carried out by the legal entity (%)*	Provided staff input (person months)	Name of client	Origin of funding	Dates (start/end)	Name of JV members, if any
...
Detailed description of project (background, objectives and main activities)						Services provided by the legal entity for the project		
...						...		

* If the overall project value refers to overall project cost inclusive of Consulting Services please indicate the consulting fee separately. The portion carried out by the legal entity refers to that figure.

Form 6 – List of Available Expertise and Human Resource Capacity

1. Access to Expertise Required for the Assignment

Complete the list below to demonstrate the extent to which you have access (internally / externally) to expertise required for this assignment / for the project team profiles described in GP / SP 1.6. Include home-office project management/administration and back-stopping personnel. Include freelance personnel and Sub-Consultant staff, if applicable (see Form 2 in Section III). Do not attach CVs as no detailed evaluation of candidates for the project team shall be carried out at the prequalification stage. The Applicant shall not present a potential project team. The focus is on access and availability to project relevant expertise. It is understood that prequalified Applicants are not required to include staff named below into the Proposal.

Name	Project team profile / areas of required expertise as per GP/SP 1.6 ¹⁰	Education/ Degree	Years of Professional Experience	Relationship with the Applicant ¹¹	Years with the Applicant	Country/Regional experience, acc. to qualification criteria 1.3	Relevant Project References / experience in similar posts (no. of projects with > 6 months of input incl. brief description)	Languages (English) ¹²
2.1 Qualitative assessment of the Applicant's available expertise								
1	Project Director (first candidate)		≥ 10					
	Project Director (second candidate)		≥ 10					
2	Project Manager (first candidate)		≥ 8					
	Project Manager (second candidate)		≥ 8					
3	Site Supervision Expert (first candidate)		≥ 8					
	Site Supervision Expert (second candidate)		≥ 8					

¹⁰ The information provided in the “Education/Degree” and “Relevant Project References” should demonstrate that the expert’s core specialisation is appropriate for the respective project profile.

¹¹ For freelance experts (e.g. with retainer contracts or formal agreements) indicate “FE” and how long the expert has been associated with the Applicant. For sub-consultant staff indicate “Sub”. Staff from affiliated firms of the Applicant shall be considered as sub-consultant staff. For permanent staff indicate “Per”.

¹² Please indicate level of language skills: fair, good or excellent.

4	Energy Efficiency Expert & Energy Auditor (first candidate)		≥ 8					
	Energy Efficiency Expert & Energy Auditor (second candidate)		≥ 8					
5	Civil and Structural Expert (first candidate)		≥ 8					
	Civil and Structural Expert (second candidate)		≥ 8					
6	Expert for Heating Systems (first candidate)		≥ 8					
	Expert for Heating Systems (second candidate)		≥ 8					
7	Electrical and Lighting Expert (first candidate)		≥ 8					
	Electrical and Lighting Expert (second candidate)		≥ 8					
8	Firefighting Expert (first candidate)		≥ 8					
	Firefighting Expert (second candidate)		≥ 8					
9	Procurement and Claim Expert (first candidate)		≥ 8					
	Procurement and Claim Expert (second candidate)		≥ 8					
10	ESHS & ESMP Expert (first candidate)		≥ 8					
	ESHS & ESMP Expert (second candidate)		≥ 8					

2.2 Quantitative assessment of the Applicant's Human Resource Capacity								
1	Project Director(2 additional candidates)		≥ 10					
2	Project Manager (2 additional candidates)		≥ 8					
3	Site Supervision (2 additional candidates)		≥ 8					
4	Energy Efficiency Expert & Energy Auditor (2 additional candidates)		≥ 5					
5	Civil and Structural Expert (2 additional candidates)		≥ 5					
6	Expert for Heating Systems (2 additional candidates)		≥ 5					
7	Electrical and Lighting Expert (2 additional candidates)		≥ 5					
8	Firefighting Expert (2 additional candidates)		≥ 5					
9	Procurement & Claim Expert (2 additional candidates)		≥ 5					
10	ESHS & ESMP Expert (2 additional candidates)		≥ 5					

SECTION IV – ELIGIBILITY CRITERIA

Eligibility in KfW-Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for KfW financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union or the German Government applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a KfW-financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
 - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
 - 2.2 have been
 - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union and/or the German Government for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country or in Germany for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
 - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
 - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
 - 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.

3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to KfW's satisfaction, through all relevant documents, including its charter and other information KfW may request, that it: (i) is a legal entity separate from their state; (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

SECTION V – KfW POLICY – SANCTIONABLE PRACTICE – SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

1) Sanctionable Practice

The PEA and the Contractors (including all members of a Joint Venture and proposed or engaged Subcontractors) must observe the highest standard of ethics during the Tender Process and performance of the Contract.

By signing the Declaration of Undertaking the Contractors declare that (i) they did not and will not engage in any Sanctionable Practice likely to influence the Tender Process and the corresponding Award of Contract to the PEA's detriment, and that (ii) in case of being awarded a Contract they will not engage in any Sanctionable Practice.

Moreover, KfW requires to include in the Contracts a provision pursuant to which Contractors must permit KfW and in case of financing by the European Union also to European institutions having competence under European law to inspect the respective accounts, records and documents relating to the Tender Process and the performance of the Contract and to have them audited by auditors appointed by KfW.

KfW reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- (a) reject an Offer for Award of Contract if during the Tender Process the Bidder who is recommended for the Award of Contract has engaged in Sanctionable Practice, directly or by means of an agent in view of being awarded the Contract;
- (b) declare misprocurement and exercise its rights on the ground of the Funding Agreement with the PEA relating to suspension of disbursements, early repayment and termination if, at any time, the PEA, Contractors or their legal representatives or Subcontractors have engaged in Sanctionable Practice during the Tender Process or performance of the Contract without the PEA having taken appropriate action in due time satisfactory to KfW to remedy the situation, including by failing to inform KfW at the time they knew of such practices.

KfW defines, for the purposes of this provision, the terms set forth below as follows:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.

Obstructive Practice Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of KfW's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.

Sanctionable Practice Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are defined herein) which is unlawful under the Financing Agreement.

2) Social and Environmental Responsibility

Projects financed in whole or partly in the framework of Financial Cooperation have to ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence). Contractors in KfW-financed projects shall consequently undertake in the respective Contracts to:

- (a) comply with and ensure that all their Subcontractors and major suppliers, i.e. for major supply items comply with international environmental and labour standards, consistent with Applicable Law and regulations in the country of implementation of the respective Contract and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties and;
- (b) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.