

PUBLICATION FORM – TENDER NOTICE

Project ID BMZ 2019 40 592

South Sudan, 26/11/2021

1. ACTED South Sudan (hereinafter called "Employer") has received financing from KfW Development Bank ("KfW") in the form of a financial contribution (hereinafter called grant) toward the cost of "Reconstruction & strengthening of productive infrastructure & value chains across a displacement-affected region in South Sudan". ACTED South Sudan intends to apply a portion of the proceeds of this grant to eligible payments under the contract for which this Request for Proposals is issued.

Payments by KfW will be made only at the request of the Employer and upon approval by KfW, and will be subject, in all respects, to the terms and conditions of the financing agreement. No party other than the Employer shall derive any rights from the financing agreement or have any claims to the proceeds of the grant.

2. The Employer now invites Proposals to provide the following consulting services (hereinafter called "Services"): "Environmental and Social Management Framework (ESMF)". More details on the Services are provided in the Terms of Reference (Section 5).
3. A firm will be selected in accordance with the procedures described in the KfW Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries, which can be found on the website www.kfw-entwicklungsbank.de, and in the present document.

4. The RFP includes the following Sections:

Section I – Instructions to Consultants (ITC)

Section II – Data Sheet

Section III – Administrative and Technical Proposal - Standard Forms

Section IV – Financial Proposal - Standard Forms

Section V – Eligibility Criteria

Section VI – KfW Policy – Sanctionable Practice – Social and Environmental Responsibility

Section VII – Terms of Reference

Section VIII – Conditions of Contract and Contract Form

5. Details on the **Proposal's** submission date, time, language and address are provided in **ITC 17.4** and **ITC 17.9**.

Note: if you witness or suspect any unlawful, improper or unethical act or business practices (such as soliciting, accepting or attempting to provide or accept any kickback) during the tendering process, please send an e-mail to transparency@acted.org.

German Financial Cooperation with ACTED South Sudan

**Project: Reconstruction & strengthening of productive
infrastructure & value chains across a displacement-
affected region in South Sudan**

Request for Proposals

for

**Consulting Services for Environmental and Social
Management Framework (ESMF)**

Employer: ACTED South Sudan, Western Equatoria State

November 2021

BMZ 2019 40 592

PART 1 – TENDERING PROCEDURES

Section I. Instructions to Consultants

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Section I. Instructions to Consultants

A. General Provisions

1. Scope of Proposals and Definitions

1.1 The Employer named in the **Data Sheet** intends to select a Consultant from those listed in the LOI, in accordance with the method of selection specified in the **Data Sheet**.

1.2 Throughout this Request for Proposal 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 **Data Sheet**, as they may be issued and in force from time to time.
- (c) “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 terms “Consultant” and “Bidder” are used in this document interchangeably.
- (d) “Contract” means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause 1 (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
- (e) “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
- (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 contract.
- (h) “Experts” means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the government of the Employer’s country.
- (j) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries available at www.kfw-entwicklungsbank.de.
- (k) “ITC” (Section 2 of this RFP) means the Instructions to Consultants that provides the Bidders with all information needed to prepare their Proposals.
- (l) “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. The terms Joint Venture and Consortium can be used interchangeably.

- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s **Proposal**.
- (n) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (o) “RFP” means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
- (p) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (q) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (r) “TOR” (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.3 The Bidders are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants’ expense.

1.5 The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

2. Source of Funds, Responsibilities

2.1 The Employer as indicated in the **Data Sheet** has applied or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the **Data Sheet**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this procurement process.

2.2 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 Applicable Guidelines detailing the requirement for KfW’s approval and no objection. No contractual relationship between KfW and any third party shall be deemed to exist other than with the Employer.

3. Sanctionable Practice

3.1 KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section VI.

3.2 In further pursuance of this policy, Consultants 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 bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

4. Eligible Consultants and Eligible Materials, Equipment, and Services

4.1 A Consultant may be a firm that is a private entity, a government-owned entity — subject to ITC 4.3 — 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 a Letter of Intent to execute a JV Agreement, in accordance with ITC 11.2. 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. The Consultant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Bidder and any and all its members, if the Consultant is a JV, during tendering and contract execution (in the event the Consultant is awarded the Contract). The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. Unless specified in the **Data Sheet**, there is no limit on the number of members in a JV.

4.2 It is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.

4.3 KfW’s eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as specified in Clause 4.3 or as the Employer shall reasonably request.

4.5 The materials, equipment and services to be supplied under the Contract and financed by the KfW may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer’s request, Consultants may be required to provide evidence of the origin of materials, equipment and services.

5. Conflict of Interest

5.1 The Consultant is required to provide professional, objective, and 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.

5.2 Bidders 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 Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder 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 Bidders 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.
- (g) are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

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.

6. Unfair Competitive Advantage

6.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end the Employer shall indicate in the **Data Sheet** and make available to all Bidders together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment and which by their nature are beyond the pure technical evaluation as per ITC 21.1. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or performance of the Services; or
- b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract; or
- c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Employer.

- 8. Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any **Proposal**, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Employer shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 The Consultant shall include a Declaration of Undertaking in the format provided in Form TECH-2 (Section III).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section IV).
- 11. Only One Proposal, Sub-Consultants, Key Experts**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one **Proposal**, all such **Proposals** shall be rejected. Sub-consultants may participate in more than one Proposal unless ITC 11.2 applies and if not otherwise stipulated in the **Data Sheet**.
- 11.2 Individuals¹ (regular staff or temporarily engaged freelance experts) shall not participate as Key Experts in more than one Proposal unless when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.
- Extension of Validity Period
- 12.3 The Employer will make its best effort to complete the evaluation within the **Proposal's** validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.
- 12.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

¹ An individual (natural person) which is not part of the regular staff ("freelancer") but engaged temporarily as Key Expert for the relevant Contract shall not be considered as Sub-Consultant (subcontractor) in this context.

- 12.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.
- Substitution of Key Experts at Validity Extension
- 12.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.
- 12.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.
- 12.8 Substitution requests shall not delay the evaluation process.
- Sub-Contracting
- 12.9 The Consultant shall not subcontract the whole of the Services to one or more Sub-Consultants.
- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, or by standard electronic means, to the Employer's address indicated in the **Data Sheet**. The Employer will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Bidders not later than ten (10) days prior to the deadline for the submission of Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the **Proposal** submission deadline, the Employer may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Bidders and will be binding on them.
- 13.1.2 If the amendment is substantial, the Employer may extend the **Proposal** submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals – Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 If a Bidder considers that associating with other Consultants in the form of a Joint Venture or as Sub-consultants may enhance its expertise for the assignment, it may do so with prior approval of the Employer, and only if sufficient competition continues to be guaranteed.
- 14.1.2 The Employer may indicate in the **Data Sheet** the estimated Key Experts' time-input or the Employer's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates.
- 14.1.3 If so required in the **Data Sheet**, the Consultant shall include in its Proposal at least the minimum time-input (in the same units) required from the Key Experts. If the Consultant includes a lower time input, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.

14.1.4 If the evaluation method as stipulated in the **Data Sheet** is not standard quality – cost based evaluation but fixed budget selection, the estimated time-input of the Key Experts shall not be disclosed, but the **Data Sheet** shall provide the total available budget for the assignment with an indication of whether taxes are included or are not included in this amount.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.

15.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

16. Financial Proposal

16.1 The Consultant shall submit a Financial Proposal based on the requirement as described in the TOR (Section VII) and taking into account the remuneration mode as specified in the **Data Sheet**. If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in Section IV.

Price Adjustment

16.2 For assignments with a duration exceeding 24 months, a price adjustment provision for foreign and/or local inflation for remuneration rates shall apply in line with the provisions stated in the **Data Sheet**.

Taxes

16.3 The Consultant, its Sub-consultants and Experts are responsible for meeting all tax liabilities and public duties in connection with the Contract according to Applicable Law in the Employer's country, unless they are exempted from such payments. The details of the applicable regime are indicated in the **Data Sheet**. In any case taxes, duties, levies and fees payable by the Consultant, its Sub-consultants and Experts outside the Employer's country shall be considered to be included in the overhead fees..

Currency of Proposal

16.4 The Consultant may express the price for its Services in USD unless otherwise stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

Currency of Payment and Payment Conditions

16.5 Payments under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

16.6 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the **Data Sheet**.

Contributions by the Employer

16.7 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions:

16.7.1 provide the Consultant with all the information, documents, maps, aerial photographs, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;

- 16.7.2 ensure that the Consultant has all the necessary permits to obtain further documents, maps and aerial photographs;
- 16.7.3 support the Consultant in obtaining all the necessary working permits, residence permits and import licenses;
- 16.7.4 provide other contributions as stipulated in the **Data Sheet**.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). The submission can be done by mail (postal or courier service) or by hand.

17.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or shall be signed by the authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member's authorized representative and attached to the Technical Proposal.

17.4 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed or initialized by the persons signing the Proposal.

17.5 The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies and recipients are indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.6 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]."

17.7 Similarly, the original and all copies of the Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "Do Not Open With The Technical Proposal."

17.8 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".

17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.10 The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and

promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.

17.11 The Consultant may be requested to send additional copies of the Proposal to other recipients as indicated in the **Data Sheet**. In this case the same requirements for envelopes and packages apply as for the original of the Proposal. The receipt of such copies shall not be decisive for the timely submission.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

18.2 Any attempt by Bidders or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

19. Opening of Technical Proposals

19.1 The Employer's evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 19.4.

19.2 The Employer's evaluation committee shall be composed of at least three members unless otherwise detailed in the **Data Sheet**. One member of the Evaluation committee shall not be staff from the Employer's administration or organisation. However, if a tender agent conducts the selection procedure on behalf of the Employer as indicated in the **Data Sheet** the opening of Proposals shall be done by the tender agent in presence of a witness and both shall sign the opening protocol as per ITC 19.4

19.3 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 22.

19.4 At the opening of the Technical Proposals the following shall be recorded in the opening protocol: (i) the presence or absence of a signed Technical Proposal Submission Form (TECH-1) and the name and business address of the Consultant 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 as stated in TECH-1; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) the presence or absence of the Declaration of Undertaking (TECH-2), (iv) any modifications to the Proposal submitted prior to the Proposal submission deadline; and (v) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 The evaluation of the Technical Proposals shall be conducted in conformity with the provisions below. The report shall include all clarifications with Consultants during the technical evaluation and be signed by all members of the Evaluation committee, pursuant to ITC 19.2.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 12.6. While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

20.3 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.

20.4 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

21. Evaluation of Technical Proposals

21.1 The Employer shall evaluate the Technical Proposals on the basis of the criteria and point system set out in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 75 % of the maximum score in accordance with ITC 22.1. If specified in the **Data Sheet** a minimum score may be applied not only to the overall technical score but also to the achievement of the ESHS minimum score.

21.2 For the purposes of scoring individual sub-criteria the following qualitative approach may be applied:

- 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.

22. Opening and Evaluation of Financial Proposals

22.1 The Financial Proposals of those Consultants which have achieved the minimum score in accordance with ITC 21.1 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing.

22.2 The opening of the Financial Proposals shall be done in accordance with ITC 19.2 and ITC 19.4.

23. Evaluation of Financial Proposals

23.1 The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors.

Time Based contracts

23.2 If a Time-Based contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1.3, and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of

discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Employer's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

Lump Sum contracts

23.3 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, therefore no price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

23.4 Notwithstanding the above, the offered price may be adjusted for reimbursable items to allow for comparison, but only for such items explicitly requested to be offered in the RFP. Reimbursable items will be either considered or not considered for all Bidders.

23.5 In case of a mixed contract containing parts with Lump Sum remuneration (i.e. for project design) and Time Based remuneration (i.e. project supervision) corrections to the respective parts of the Proposal shall be applied according to the applicable provisions in ITC 23.2 and ITC 23.3.

24. Taxes

24.1 The Employer's evaluation of the Consultant's Financial Proposal shall exclude customs and excise duties, taxes and levies in the Employer's country, directly attributable to the Contract, if not otherwise specified in the **Data Sheet**.

25. Conversion to Single Currency

25.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

26. Combined Evaluation of Technical and Financial Proposals

26.1 The Proposal Score shall be calculated by weighting the Technical Score with 70% and the Financial Score with 30% and adding them as per the formula and instructions in the **Data Sheet**.

26.2 A final evaluation report shall be established by the Evaluation committee with the result of the combined evaluation and including the verification of the qualification as per ITC 27. The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.

27. Qualification of the Consultant

27.1 An affirmative determination shall be a prerequisite for award of the Contract to the Consultant. A negative determination shall result in disqualification of the Proposal, in which event the Employer shall proceed to the Proposal, which has achieved the next-highest Proposal score to make a similar determination of that Consultant's eligibility and qualifications to perform satisfactorily.

28. Employer's Right to Reject All Proposals

28.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants

D. Negotiations and Award

- 29. Negotiations**
- 29.1 The Employer shall conduct contract negotiations with the Consultant who has attained the highest Proposal Score in accordance with ITC 26.
- 29.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant's authorized representative.
- Availability of Key Experts
- 29.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability shall result in the rejection of the Consultant's Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.
- 29.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- Technical Negotiations
- 29.5 The scope of the contract negotiations shall be limited to the following points:
- a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
 - b) clarifying any counterpart services to be provided by the Employer
- Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.
- Financial Negotiations
- 29.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.
- 29.7 All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.
- 30. Conclusion of Negotiations**
- 30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Employer and the Consultant's authorized representative.
- 30.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

31. Award of Contract, Information of Consultants

31.1 After completing the negotiations with the Consultant the Employer shall promptly inform all Bidders on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score of the winner and the respective Consultant. Additional requirements for the publication of the results of the selection procedure are indicated in the **Data Sheet**, if any.

31.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer shall promptly provide a debriefing to the Consultant informing on the weaknesses of the Proposal in relation to the winning Consultant. No additional information shall be disclosed.

31.3 Subject to KfW's no-objection to the draft Contract the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Section II. Data Sheet

A. General	
ITC Clause Reference	
1.1	<p>The name of the Employer is ACTED South Sudan.</p> <p>The method of selection is the quality – cost based selection method, whereby 70% weight is assigned to the Technical Proposal and 30% to the Financial Proposal.</p>
1.2 (c)	South Sudan
1.3	The name of the assignment is “Environmental and Social Management Framework (ESMF)”
1.4	A pre-proposal conference will be held on 20/12/2021 at 16:00, in ACTED Office, Hai Cinema Plot 64, block AXII, Juba, South Sudan. Online participation will be allowed through a videoconference platform. Bidders wishing to participate online will be sent a link based on request.
1.5	The Employer will provide the following inputs to facilitate the preparation of the Proposals: relevant project data in the form of the project proposal, and a term of reference for this service.
B. Preparation of Proposals	
9.1	<p>Proposals shall be accepted in English, which shall be the governing language of the Contract.</p> <p>All correspondence exchange shall be in English.</p>
10.1	<p>The Proposal shall be submitted in three envelopes comprising the following documents:</p> <p>Administrative Proposal Envelope:</p> <ol style="list-style-type: none"> (1) ADMIN-1 - Declaration of Conflict of Interest (2) ADMIN-2 - Declaration of Association (3) ADMIN-3 - Acknowledgment of the contract for small consultancy services (4) ADMIN-4 - Financial Capacity Statement (5) ADMIN-5 - Project Experience <p>Technical Proposal Envelope:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 Technical Proposal Submission Form (3) TECH-2 Declaration of Undertaking (4) TECH-3 Comments or Suggestions on the TOR and Counterpart Staff (5) TECH-4 Description of the Approach, Methodology, and Work Plan (6) TECH-5 Work Schedule (7) TECH-6 Personnel Schedule

	<p>Financial Proposal Envelope:</p> <p>(1) FIN-1 Financial Proposal Submission Form</p> <p>(2) FIN-2 Financial Proposal – Cost Breakdown</p>
11.1	<p>Bidders (including individual members of any JV) shall submit only one Offer, either in their own name or as part of a JV in another Offer. If a Bidder, including any JV member, submits or participates in more than one Offer, all Offers concerned shall be rejected.</p> <p>Subcontractors may participate in the capacity as Subcontractor in more than one Offer. However, if a Subcontractor's qualification has been taken into account for the qualification of an Applicant, this Subcontractor shall only participate in the respective Proposal. Otherwise the bid is disqualified. If a Subcontractor submits an Offer in its own name, all Offers concerned shall be rejected.</p> <p>Key Experts in Proposals for Consulting Services shall not participate in more than one Proposal, unless competition would be adversely affected and this is reflected in the Tender Documents. In the case the same Key Expert appears in more than one Proposal, all Proposals concerned shall be rejected.</p>
12.1	Proposals shall remain valid for 180 days after the Proposal submission deadline.
13.1	<p>The deadline for clarifications by Consultants is 10 days prior to the submission date as per Clause 17.9</p> <p>Clarifications requests shall be addressed to ACTED South Sudan Logistics Department, by e-mail at south-sudan.tender@acted.org, cc tender@acted.org</p>
14.1.3	<p>Environmental Specialist & Team Leader: 80 working days</p> <p>Social management Specialist or Assistant social management specialist: 30 working days</p>
14.1.4	Not applicable
14.1.5 and 26.1	Not Applicable
16.1	<p>The contract period shall be according to the work plan included in the annexed ToRs (estimated 80 working days). The number of working days per week shall be five (5).</p> <p>The Financial Proposal shall be calculated under the assumption that services will be remunerated on a lump sum basis, upon submission and acceptance of each deliverable.</p> <p>The Financial Proposal shall be based on the assumption of the following simplified payment schedule:</p> <ul style="list-style-type: none"> • First interim payment upon submission and validation of Work plan and schedule, including initial stakeholder mapping, and Tools for implementation (deliverables under Task 1 as outlined in the terms of reference): 25% of contract total value. • Second interim payment upon submission and validation of a Mission report with E&S Screening Results (deliverables under Task 2 as outlined in the terms of reference): 25% of contract total value. • Final payment upon final acceptance of all deliverables (in particular, the ESMF Document under Task 3 as outlined in the terms of reference): 50% of contract total value.

16.2	Not applicable															
16.3	The Consultant, its Sub-consultants and Experts shall be exempt from the payment of income taxes in the Employer's country as per ACTED tax exemption in South Sudan.															
16.4	The Financial Proposal shall be stated in USD. The Financial Proposal "shall not" state local costs in the Employer's country currency.															
16.6.4	Not applicable															
C. Submission, Opening and Evaluation																
17.4	The Consultant shall submit the Proposal as follows: (a) Administrative Proposal: 1 original and 1 copy (b) Technical Proposal: 1 original and 1 copy (c) Financial Proposal: 1 original and 1 copy Each original and copy of the Administrative, Technical and Financial Proposal shall include a soft copy as unalterable and printable PDF file on CD or DVD disk, marked accordingly.															
17.9	The deadline for the submission of Proposals shall be 10/01/2022 at 16:00 (South Sudanese local time). The original of the Proposal shall be submitted at the following address: ACTED Office, Hai Cinema, Juba South Sudan															
19.1	The opening of the Proposals will take place on 11/01/2022 at 14:00 (South Sudanese local time).															
19.2	The Employer's evaluation committee is composed of ACTED Country Director, ACTED Country Logistics Manager, ACTED Country Finance Manager and Project Coordinator.															
21.1	The administrative evaluation shall be carried out on the following criteria. No additional criteria or sub-criterion than those indicated in the RFP shall be used for the evaluation of the Administrative Proposal. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Title</th> <th style="text-align: center;">Single Entity or Joint Venture</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Type of requirement</th> <th style="text-align: center;">Additional guidance</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Declaration of Conflict of Interest</td> <td style="text-align: center;">All</td> <td style="text-align: center;">The Bidder should fill out the Admin 1</td> <td style="text-align: center;">Mandatory</td> <td style="text-align: center;">Pass or fail based on submission / no submission</td> </tr> <tr> <td style="text-align: center;">Declaration of association</td> <td style="text-align: center;">Joint Ventures</td> <td style="text-align: center;">The Bidder should fill out the Admin 2</td> <td style="text-align: center;">Mandatory</td> <td style="text-align: center;">Pass or fail based on submission / no submission</td> </tr> </tbody> </table>	Title	Single Entity or Joint Venture	Description	Type of requirement	Additional guidance	Declaration of Conflict of Interest	All	The Bidder should fill out the Admin 1	Mandatory	Pass or fail based on submission / no submission	Declaration of association	Joint Ventures	The Bidder should fill out the Admin 2	Mandatory	Pass or fail based on submission / no submission
Title	Single Entity or Joint Venture	Description	Type of requirement	Additional guidance												
Declaration of Conflict of Interest	All	The Bidder should fill out the Admin 1	Mandatory	Pass or fail based on submission / no submission												
Declaration of association	Joint Ventures	The Bidder should fill out the Admin 2	Mandatory	Pass or fail based on submission / no submission												

	Acknowledgment of the contract for small consultancy services	All	The Bidder shall acknowledge the contract template for small consultancy services provided in annex by filling out the Admin 3.	Mandatory	Pass or fail based on acknowledgment / no acknowledgment
	Financial Capacity Statement	All	The Bidder shall submit a financial Capacity Statement in the format provided in Section III (Admin-4) and supported by the Bidder's balance sheets and profit and loss statements. If the Bidder 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.	Mandatory	Pass or fail based on the criteria listed in the next table (*)
	List of project references	All	<p>The Bidder should fill out the Admin-5 which is in the section III of the tender documents.</p> <p>A background check may be conducted by contacting previous clients.</p>	Mandatory	<p>The Bidders shall be able to demonstrate the following past performance:</p> <ul style="list-style-type: none"> - at least 2 social and environmental assessment consultancies completed in Eastern African countries in the past 5 years - at least 3 social and environmental assessment consultancies completed in the past 5 years which exceeded 50,000 USD
<p>(*) The Bidder shall demonstrate the following financial capabilities:</p> <p><i>The financial capabilities will be evaluated according pass or fail criteria. The bidders must meet the below requirement otherwise they will be disqualified.</i></p>					

Criterion	Requirement	Single Entity	Joint Venture			Submission Requirements
			All Parties Combined	Each Party	One Party	
Turnover annually	Minimum annual turn-over US\$ 50,000 per year	Must meet	Must meet	Must meet 25% of the requirement	Must meet 40% of the requirement	Admin-5
Net result	Net result > 0 USD over the past 3 years	Must meet	Must meet	Must meet	Must meet	Admin-5
Financial capacity	Capacity to have a cash flow amount of US\$ 40,000 equivalent	Must meet	Must meet	must meet 25% of the requirement	must meet 40% of the requirement	Admin-5
Litigation s	All pending litigations shall in total not represent more than 10 %, Ten percent of the Applicant's net worth	Must meet	Must meet	Must meet	Must meet	Admin-5
Performance	Non-performance of a contract did not occur within the last 3 years prior to the deadline for application submission	Must meet	Must meet	Must meet	Must meet	Admin-5

The technical evaluation shall be carried only for the offers passing the Administrative Evaluation, based on the following criteria and point system. No additional criteria or sub-criterion than those indicated in the RFP shall be used for the evaluation of the Technical Proposal.

1.	Concept and methodology		30
1.1	Clarity and completeness of the tender: refers to the extent to which the required documentation for submission is comprehensively filled and completed in a concise and understandable manner.	10	
1.2	Critical analysis of the project objectives and the Terms of Reference (TOR): Refers to a detailed analysis of the objectives and parameters detailed in the TOR, which can include review of the suitability, viability, feasibility or doubts of the project objectives, timeline and or deliverables. This critical review can focus on specific individual aspects, or the concept as a whole. The proposed methodology must then demonstrate this	5	

	critical analysis has been taken into account to constructive effect.		
1.3	Proposed concepts and methods: Refers to the demonstrated understanding of the contents and vision of the project objectives as outlined in the TOR. From there, the bidder will be evaluated on the technical specificity of the proposed methodology to achieve the project objectives. This methodology and approach should demonstrate application of the critical analysis outlined in 1.2. Further, the methodology should address all deliverables and expected outputs identified in the TOR, detailing specific steps, technical inputs, and the required level of detail necessary to achieve those deliverables, as well as proposing additional outputs where required.	15	
2.	Qualifications of proposed staff: All roles will require experience in the tender process and of the preparation and management of the tender phase.		70
2.1	Environmental Specialist & Team Leader: <ul style="list-style-type: none"> - Degree in Environmental Studies, Natural Resource Management, Environmental Policy, or a related discipline with long term experience. - Senior environmental/social expert, with international experience and with profound working experience in East African countries (South Sudan experience would be an asset), with a focus on E&S management. - Proven knowledge in sustainable development, financing, or social risk management - Possess excellent technical and analytical skills. - Familiarity with the application of international standards (namely World Bank Safeguard Standards and EHS Guidelines) and relevant national legal framework in East African countries would be an asset. - A knowledge and demonstrated experience in Environmental and Social Impact Assessments (ESIAs), Environmental and Social Management Plans (ESMP), Environmental and Social Management Frameworks (ESMF) 	40	
2.2	Social management Specialist or Assistant social management specialist should have at minimum 7 years of professional experience . <ul style="list-style-type: none"> - Bachelor's degree in applicable field such as: sociology, migration, land, legal or related, surveying, urban planning or GIS qualification - Experience in international social management work in Africa or East Africa contexts (South Sudan experience would be an asset) - Should have at minimum 7 years of professional experience - Proven knowledge in sustainable development, financing, or social risk management - Possess excellent technical and analytical skills. 	30	
Total (maximum)			100

	Only offers receiving a minimum of 70 points for the technical evaluation will be considered in the financial evaluation.
25.1	Not applicable (offers to be sent only in USD)
26.1	<p>The weights given to the Technical (T) and Financial (F) Proposals are as follows: $W_T = 70\%$, and $W_F = 30\%$</p> <p>The weighted technical score is calculated as follows: $PT = WT * T$, with PT = weighted technical score (points) of a technical Proposal, T = technical score (points) as per technical evaluation, WT = weight of the technical Proposal (in percent)</p> <p>The weighted financial score is calculated as follows $PF = WF * Co/C$, with PF = financial score (points) of a financial Proposal, C = evaluated price of the financial Proposal, Co = lowest evaluated price of all financial Proposals.</p> <p>and the overall score is calculated as: $P = PF + PT$.</p>
	D. Negotiations and Award
31.1.	Not applicable
31.2.	The expected commencement date of the assignment is March 2022.

Section III.

III.1. Administrative Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	Page Limit
ADMIN-1	Declaration of Conflict of Interest	
ADMIN-2	Declaration of Association	
ADMIN-3	Acknowledgment of the contract for small consultancy services	
ADMIN-4	Financial capacity statement	
ADMIN-5	Project experience	

FORM ADMIN-1**DECLARATION ON CONFLICT OF INTEREST**

Project (KFW and South Sudan):

We *[insert the name of the Bidder]* 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.

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

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

[List Sub-Consultants here]

[Signature of the authorized representative of the Bidder, designated in accordance with GP 1.4.1]

FORM ADMIN-2**Declaration of Association**

Project (KFW and South Sudan):

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 Proposal, all Proposals 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 authorized representative of the Bidder, designated in accordance with GP 1.4.1]

FORM ADMIN-3

Acknowledgment of the contract for small consultancy services

We [insert the name of the Bidder] hereby declare that we have read the KfW contract template for Small Consultancy Services (available under the following link: <https://www.kfw-entwicklungsbank.de/International-financing/KfW-Development-Bank/Publications-Videos/Publication-series/Guidelines-and-contracts/>) and we accept to use this template if we get selected for the consultancy services.

[Signature of the authorized representative of the Bidder, designated in accordance with GP 1.4.1]

FORM ADMIN-4 – FINANCIAL CAPACITY STATEMENT

Financial data	2 years before last year ² <specify> USD	Year before last year <specify> USD	Last year <specify> USD	Average ³ USD
Annual turnover ⁴				
Current assets ⁵				
Current liabilities ⁶				
Current ratio (current assets/current liabilities)	Not applicable	Not applicable	Not applicable	
Cash-Flow				

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.

Performance	Yes or No?
Non-performance of a contract did not occur within the last 3 years prior to the deadline for application submission	

² Last year = last accounting year for which the entity's accounts have been closed.

³ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

⁴ The 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.

⁵ A 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.

⁶ A 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 ADMIN-5 – PROJECT EXPERIENCE

Ref no:	Project title							
Name of legal entity (declaring Consultant)	Project Country	Overall project value (USD)*	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.

III.2. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Page Limit</i>
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	
TECH-1	Technical Proposal Submission Form. If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
TECH-2	Declaration of Undertaking	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.	
TECH-3A	A. On the Terms of Reference	
TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule (Tasks and Activities Bar Chart)	
TECH-6	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)	

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Employer]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

[If the Consultant is a joint venture, insert the following: "We are submitting our Proposal in a joint venture between: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy [insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "the relevant information of the existing JV agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture."

or

If the Consultant's Proposal includes Sub-consultants, insert the following: "We are submitting our Proposal with the following firms as Sub-consultants: [Insert a list with full name and address of each Sub-consultant.]"

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Employer.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) Except as stated in ITC 12, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 27.4 may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 29.

We understand that the Employer is not bound to accept any Proposal that the Employer receives.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

FORM TECH-2

Declaration of Undertaking

Reference name of the Application/Offer/Contract: ("Contract")⁷

To: ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")⁸ 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 Bidder 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 <http://www.worldbank.org/debar> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Bidder or Bidder shall attach to this Declaration of Undertaking*

⁷ Capitalised 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, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries".

⁸ The 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.

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 condition to participation in this Tender Procedure.

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 Bidder or Bidder, or being under common control with another Bidder or Bidder, or receiving from or granting subsidies directly or indirectly to another Bidder or Bidder, having the same legal representative as another Bidder or Bidder, maintaining direct or indirect contacts with another Bidder 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 Organisation⁹ (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 auditor 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 fulfillment 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 of¹⁰: _____

Signature:

Dated:

⁹ In case ILO conventions have not been fully ratified or implemented in the Employer's country the Bidder/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.

¹⁰ 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 Bidder/Bidder shall attach a power of attorney from the Bidder/Bidder.

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

[Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Employer, including: administrative support, office space, local transportation, equipment, data, etc.]

A - On the Terms of Reference

[The Consultant is explicitly encouraged to present a detailed critical analysis and the Consultant's interpretation of the project's objectives and the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.]

B - On Counterpart Staff and Facilities

[Comments on counterpart staff and facilities to be provided by the Employer. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

[Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. Suggested structure of the Technical Proposal:

- a) *Technical Approach and Methodology*
- b) *Work Plan*
- c) *Organization and Staffing*
- d) *Back-up Services*
- e) *Quality Control and Management*
- f) *Logistics]*

- a) **Technical Approach and Methodology** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.]*
- b) **Work Plan** *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*
- c) **Organization and Staffing** *[Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.]*
- d) **Back-up Services** *[Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.]*
- e) **Quality Control and Management** *[Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.]*
- f) **Logistics** *[Please describe the planned logistics and facilities for the execution of the services.]*

FORM TECH-5 (INDICATIVE FORMAT)

WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)

N°	Tasks ¹ (T-..)	Months ^{2 3}												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
T-1	<i>[e.g., Task #1: Report A</i>													
	<i>1) data collection</i>													
	<i>2) drafting</i>													
	<i>3) inception report</i>													
	<i>4) incorporating comments</i>													
	<i>5)</i>													
	<i>6) delivery of final report to Employer]</i>													
T-2	<i>[e.g., Task #2:.....]</i>													
n														

- 1 List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Employer’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

FORM TECH-6 (INDICATIVE FORMAT) PERSONNEL SCHEDULE (BAR CHART)

N°	Name	Position		Months ^{1 2}												Total time-input ³ (in person-months)			
				1	2	3	4	5	6	7	8	9	.....	n	Internat' I	National	Total		
KEY EXPERTS																			
K-1	[e.g., Mr/Mrs. A]	[e.g., Team Leader]	Home Field																
K-2																			
K-3																			
n																			
														Subtotal:					
OTHER EXPERTS																			
E-1			[Home] [Field]																
E-2																			
n																			
														Subtotal:					
														Total:					

- 1 Months are counted from the start of the assignment/mobilization.
- 2 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Employer's country or any other country outside the expert's country of residence.
- 3 The assignment of international and national staff shall be treated separately.



Full time input

Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	<i>[e.g., K-1, TEAM LEADER]</i>
Name of Expert:	<i>[Insert full name]</i>
Date of Birth:	<i>[day/month/year]</i>
Country of Citizenship/Residence	

Education: *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]*

Employment record relevant to the assignment: *[Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]*

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Tel...../ e-mail.....; Mr/Mrs B, deputy minister]</i>		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)</i>	

Section IV. Financial Proposal - Standard Forms

FORM FIN-1 Financial Proposal - Submission Form

FORM FIN-2 Financial Proposal – Cost Breakdown

FORM FIN-1 FINANCIAL PROPOSAL - SUBMISSION FORM

[Location, Date]

To: *[Name and address of Employer]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], [Insert "excluding" as standard or "including"]* of all indirect local taxes in accordance with Clause 25.1 in the **Data Sheet**. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations. *[Please note that all amounts shall be the same as in Form FIN-2].*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the **Data Sheet**.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

[If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."]

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]:* _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

[For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached]

FORM FIN-2 FINANCIAL PROPOSAL – COST BREAKDOWN

[The cost breakdown forms hereafter contain provisions for services under lump sum and time based assignment. In case the assignment includes only one form of assignment the forms for the other assignment form should be deleted.]

Model for Financial Proposal – Overall Cost Breakdown

Basic Services

Phases	Deliverables	Sum in USD
<i>Phase 1: Preparation Phase</i>	<i>Preparation and submission of the workplan with methodology, and accompanying kick-off meeting</i>	
<i>Phase 2: Field work and data collection</i>	<i>Bi-weekly reporting on progress against work plan</i>	
	<i>Write Ups of Focus Group Discussions or Key Informant Interviews to be annexed to final product.</i>	
	<i>Circulars or documentation of relevant legislation or regulation which has been identified in the assessment</i>	
	<i>Preliminary Report with results of risk mapping, including classification of risk level.</i>	

<i>Phase 3: Preparation of Final Report</i>	<i>Compilation and submission of final product, which includes final validated designs, feasibility studies and relevant annexes. Including annexes in paper copy and PDF.</i>	
	<i>Minutes and/or PowerPoint Presentation of Close Out Meeting</i>	
Grand Total in USD		

Summary Overview

1 - Package A - Lump Sum Services (as per Data Sheet clause 16.1 and TOR)

SUMMARY*	Sum in USD
1. – Foreign staff cost	
2. – Local staff cost	
3. – Allowance and accommodation	
Sub-Total – Staff cost	
4. - International travel costs	
5. – Local travel & transport cost	
6. – Project office	
7. – Reports and documents	
Sub-Total Logistics and transport	
Total – Fees, transport and logistics	
8. - Equipment cost*	
9. - Miscellaneous cost*	
Total – Other cost	
Total Package A - Lump Sum Services	

*The cost overview presented for lump sum services shall only be used to demonstrate the basis for calculation of services and, if needed, for payments of possible additional services requested later. All items are remunerated on a lump-sum basis. In exceptional cases items 8 and/or 9 (Equipment, Miscellaneous cost) might be remunerated at actual cost, if explicitly specified in the ITC. The same applies for the lump sum services presented in the Detailed Cost Calculation below.

Detailed Cost Calculation

1. Foreign Staff Cost		Unit	No.	Unit Rate (USD)	Amount (USD)
1.1 Team Leader		month	...		
1.2 NN		month	...		
1.3 ...		month	...		
Sub-total Foreign staff					
2. Local Staff Cost (incl. allowances and accommodation, see explanation)					
2.1 NN		month	...		
2.2 ...		month	...		
Sub-total Local staff					
3. Allowance, Accommodation, Complementary Travel Costs for Foreign Staff					
3.1 Allowance, accommodation - Long-term staff		month	...		
3.2 Allowance, accommodation - Short-term staff		month	...		
Sub-total Allowance and accommodation					
4. International Travel					
4.1 International return flights		flight	...		
4.2 Complementary travel costs		flight	...		
4.3 other international flights		flight	...		
Sub-Total International flights					
5. Local Travel & Transport Cost					
5.1 Vehicle lease/rent or use of own vehicles		month	...		
5.2 Vehicle O&M incl. driver, assurance, repairs		month	...		
5.3 Other local transport (short-term, peak)		day	...		
5.4 Local flights		flight	...		
Sub-total Local transport					
6. Project Office					
6.1 Office rent		month	...		
6.2 Office operation		month	...		
Sub-total Project office					
7. Reports and Documents					
7.1 ... (Type of reports/documents to be stated)		/doc	...		
7.2 ...		...	...
Sub-total Reports and documents					
8. Equipment					
8.1. Office equipment		...	...
8.2 Project vehicles					
8.2 Other. equip. to be handed over/consumed		...	...
Sub-Total Total Equipment					
9. Miscellaneous Items					
9.1 Other miscellaneous items/services		...			
9.2 Contingencies		...	...
Sub-Total Total Miscellaneous items/services					

* To be submitted separately for each package. It shall not be used as basis for payment of lump sum services. Otherwise see explanation in the Summary Overview sheet.

Section V. 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. Bidders/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 VI. 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 Organisation¹¹ (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.

Section VII. Terms of Reference



Terms of Reference (TOR)

“Building productive infrastructure and value chains to support local economic development across the displacement-affected region of Western Equatoria, South Sudan”

Provisions of the Individual Consultant Services

For

Preparation of an Environmental and Social Management Framework (ESMF)

26/11/2021

INTRODUCTION AND BACKGROUND

INTRODUCTION:

ACTED, as implementing partner of KfW funded program entitled above, is procuring the services of qualified Environmental and Social Safeguards Specialists to consult on the preparation of an Environmental and Social Management Framework (ESMF). The objective of this ESMF is to structure an integrated approach which embeds environmental and social safeguards for ACTED implemented activities funded by KfW.

At all stages of the intervention, the framework should weigh ecological and social considerations against planned outcomes in “Building productive infrastructure and value chains to support local economic development across the displacement-affected region of Western Equatoria” to ensure sustainable development, adherence to humanitarian principles, and compliance with KfW donor requirements.

The ESMF shall describe the process for identifying, evaluating and managing environmental and social safeguards for site-specific project activities. The ESMF shall cover all project components (pillars): enhancing local production and value chains through infrastructure, investing in local businesses and cooperatives and facilitating market linkages, and building capacity for local institutions to be able to provide and maintain services and infrastructure.

The ESMF for this program shall be developed under the supervision of ACTED and KfW, in close collaboration with the Ministry of Environment, Ministry of Physical Infrastructure and Content oriented sectoral coordination with the Ministry of Agriculture and department of social development.

BACKGROUND:

South Sudan has experienced among the worst humanitarian crises in the world, resulting from deep conflict which has left a crippled economy unable to sustain the basic needs of more than half of the country’s population.¹² However, despite the relative fragility of the context in South Sudan, there remain pockets of stability characterized by high productive potential and drive to improve and bridge the gaps in delivery of services and market linkages. Further, in light of the R-ARCSS (Revitalized Agreement on the Resolution of the Conflict in the Republic of South Sudan), these pockets of stability hold the potential to drive growth and contribute to stability in South Sudan by enhancing productive capacity, and offering pragmatic and locally anchored solutions to stabilization and reintegration of displaced populations into socio-economic systems.

In particular, the Yambio-Juba road, a focus of this project focuses, is a prime example of market potential to support multiple “hubs of resilience” or stable, sustainable areas of prosperity. In fact, Equatorial states are considered the “bread basket” of South Sudan, with among the best production in the country, particularly for staple cereals such as maize and sorghum. This is in part because the region enjoys two seasons for cereal harvest and fertile soil boost production levels.

¹² South Sudan 2019 HNO

Additionally, the topography of Maridi is naturally uneven, which results in small pools and springs in areas of cultivation. As such, swamps and streams end up blocking footpath roads during the rainy season. Further, the roads in the areas of Maridi and Ibba are in large part unsealed natural surface roads, constituting minimal level of infrastructure. As such, these roads are in very poor condition, and limit possibility of travel and transport in the rainy season particularly.

In Maridi, access to basic services is limited. According to ACTED needs assessment in the area, the highest areas of need in Maridi are livelihoods, roads, education, and health services; 64% of households surveyed reporting tools for agriculture among their top three highest needs, 57% access to education, 51% access to health services and 46% shelter as one of their three main needs. Further specific to livelihood, the main challenges identified are high food prices (61%), human health (53%), as well as farm inputs, roads, water, and training.¹³ Finally high numbers of IDPs and returnees (15,000) cited access to services as among their highest needs, alongside poor roads and lack of transport options. Cumulatively, these findings highlight improvement in roads greatly impacts rural communities, often effected by displacement, by connecting with existing markets, education and health facilities.

Likewise, in Yambio, the needs identified were livelihoods, drinking water, health, security and safety and access to education. As with Maridi, in regard to livelihoods, improvements in the roads can address long distances to markets and lack of transport, as well as access to health and education, and has important implications for safety and security.

Accordingly, the project will include the following components for Yambio and Maridi based on the state level stakeholder's priorities:

1. Agro-storage (warehouse) at the County/Payam/Bomas level to connect products to markets and provide a system to store product to ultimately derive adequate value from the market.
2. Fruit and honey processing facilities equipped with juicing, drying, packaging and storing facilitiesEnhanced gravel (Murrum) access roads to connect communities, including farmers, livestock keepers, as well as supply and demand. Access roads will also connect rural areas with the county seat of government.
3. Structures to connect the road in disruptions, such as culverts, causeways, box culverts, iris drains, drainages and small bridges.
4. Business/multipurpose centers to support market development at the county level
5. Construct open markets to engage small scale sellers and producers at the county level.
6. Water points for use in agricultural livelihoods, such as agro-boreholes with overhead tanks, agro-boreholes, semi tube wells.
7. Solar energy power for water points and agro-warehouses, as well as to support livelihoods of producers, agricultural farmers.

¹³ ACTED AME Assessment (June/July 2019).

As these activities will have environmental and social impacts, a framework must be developed to mitigate risk and improve development outcomes. Accordingly, the Environmental and Social Management Framework (ESMF) will aim to address all environmental and social safeguard issues for proposed KFW funded activities to provide a holistic approach to development.

The ESMF shall detail the approach and process for screening, assessing and managing safeguard issues for already identified and potential project activities. It will encompass the following considerations throughout the project cycle, in accordance with guidance from adhere to KFW's :

- 1) Assessment and Management of Environmental and Social Risks and Impacts;
- 2) Labor and Working Conditions;
- 3) Resource Efficiency and Pollution Prevention and Management;
- 4) Community Health and Safety;
- 5) Land Acquisition, Restrictions on Land Use and Involuntary Resettlement;
- 6) Biodiversity Conservation and Sustainable Management of Living Natural Resources;
- 7) Cultural Heritage;
- 8) Financial Intermediaries; and
- 9) Stakeholder Engagement and Information Disclosure

This procured service will adapt project activities with respect to larger environmental and social impacts, and produce Environmental and Social Framework and any complementary outputs to this effect.

OBJECTIVE OF THE ASSIGNMENT

The overall impacts of the Project on the environment and the socio-economic situation of the targeted communities will be positive and beneficial. However, individual interventions under the Project may have (mainly limited) adverse impacts on the environment and local communities. The overall objective of the assignment is the provision guidance for the management of environmental and social risks and impacts of the Project, including all interventions, in line with national legal requirements and with the international environmental and social safeguard standards as mentioned above.

The Consultant will establish an Environmental and Social Management Framework (ESMF), including a Land Acquisition and Compensation Framework (LACF) to ensure that potential negative environmental and social impacts are minimized, while striving to maximize benefits for local communities and the environment. The ESMF will provide a comprehensive framework on how to address potential adverse social and environmental impacts for interventions under the Project and will comprise targeted mitigation and compensation measures as appropriate and in accordance with World Bank Environmental and Social Safeguard Standards as mentioned above.

NOTE: The ESMF will be incorporated into the Project's Operational Manual and the respective procedures for environmental and social risk screening of planned interventions and projects will be duly considered for the establishment of the project selection mechanism as per Track 2 (see above).

The ESMF will comprise, but may not be limited to:

- Identification of national legal requirements in the E&S context related to the planned interventions and identification of gaps compared to the requirements of international environmental and social safeguard standards as listed above; project specific provisions to close these gaps

- Environmental and social risks and impact screening for the different types of interventions; Guidance for E&S risk categorization;
- environmental and social risks and impact screening checklists and other guidance material to be used for future E&S studies to be conducted under the Project;
- guidance notes for the Project Executing Agency how to address key E&S issues as identified during the screening process appropriately, to be integrated into a future Project Manual;
- environmental and social management measures (construction/operation) related to typical risks and impacts of planned interventions; these measures will be presented in the format of an initial/preliminary ESMP, which then would have to be finalized with site- and project specific measures; checklists to identify site-and project specific measures; set of simple and easy to handle monitoring measures corresponding to the measures of the ESMP;

NOTE:

- E&S Risk Screening and Categorization will ensure that projects/investments which are categorized as of Category A (high risk) will either be rejected and not developed further or be re-designed in order to reduce risks (risk Category B or C)
- KfW will provide a generic ESMP which should be used as basis for the ESMP as part of the ESMF.
- The Consultant will assess whether any indigenous groups are living either permanently or seasonally in the Project area, deriving their livelihoods from /have customary rights to land intended to be used by the Project/for Project interventions. In this is the case, the process of Free, Prior and Informed Consent will have to be undertaken and documented prior to any land take for any of the planned project interventions. The Consultant will indicate after the site visit whether the FPIC process and/or any other measures related to the presence of indigenous groups will have to be undertaken/considered.

KFW ENVIRONMENTAL AND SOCIAL SAFEGUARD REQUIREMENTS (APPLICABLE STANDARDS)

All KfW funded programs must comply with KfW Sustainability Guidelines¹⁴ as well as Guidelines on Incorporating Reconstruction, infrastructure standards & value chains county and global standards along with the Donor guidelines and humanitarian principals. KfW Sustainability Guidelines requires that all applicable national laws and regulations (environmental, occupational health & safety and social) as well as international law including conventions and treaties adopted by the host country (South Sudan) and applicable to the project must be respected.

Further, compliance with International Environmental and Social Safeguards is required, in particular:

- WB Environmental and Social Standards ESS 1 – ESS 10
- World Bank Group's Environmental and Health (EHS) and Safety Guidelines including:
 - General EHS Guidelines
 - Industry sector specific EHS Guidelines (if applicable)
- ILO Core Labor Standards

¹⁴ https://www.kfw-entwicklungsbank.de/PDF/Entwicklungsfinanzierung/Themen-NEU/Nachhaltigkeitsrichtlinie_EN.pdf

- For resettlement aspects the UN Basic Principles and Guidelines on Development-based Evictions and Displacement, namely §§ 42, 49, 52, 54 and 60, have to be complied with (in addition to national legislation and WB ESS 5).
- Finally, the program will respect the *Voluntary Guidelines on the Responsible Governance of Tenure of Land, Fisheries and Forests in the Context of National Food Security* (FAO 2012) known as the VGGT¹⁵. The VGGT promotes secure tenure rights and equitable access to land, fisheries and forests as a means of eradicating hunger and poverty, supporting sustainable development and enhancing the environment. VGGT also promotes responsible governance of tenure of land, fisheries and standard generic of the ESMP to; addressing typical construction impacts for medium risk projects, which should be incorporated in the ESMF.
- The Consultant will assess whether any original inhabitant groups are living either permanently or seasonally in the Project area, deriving their livelihoods from / have customary rights to land intended to be used by the Project/for Project interventions. In this is the case, the process of 'Free, Prior and Informed Consent' will have to be undertaken and documented prior to any land take for any of the planned project interventions. The Consultant will indicate after the site visit (see below, Task 2), whether the FPIC process and/or any other measures related to the presence of Original inhabitant groups will have to be undertaken/considered.

SCOPE OF WORK

The project "Building productive infrastructure and value chains to support local economic development across Western Equatoria, South Sudan" is a five-year intervention funded by KFW. In order to produce the ESMF for this intervention, the contracted Consultant shall conduct the following tasks:

Task 1:

Preparation Phase: Familiarization with desk review and preparation of work plan

- ACTED will provide available documentation/information related to ACTED's environmental, social management policies, flagship strategies, and References for the environmental and social management procedure of the KFW. The Consultant shall become familiar with the documentation as well as the international standards mentioned above in order to set up a work plan. The work plan shall distinguish between field work and desk work.
- The work plan shall refer to tasks described in this ToR and shall include any additional tasks as identified by the Consultant.
- The Consultant shall participate in a kick-off-call for the discussion of the work plan.

Deliverables

- Work plan, including initial stakeholder mapping;
- Tools for implementation ie. checklists, questionnaires for KII, guidelines and relevant standards for E&S risk and impact assessment;
- Participation in a kick off meeting/kick off call
- Minutes of the kick off meeting, including any changes to the work outlined in this ToR.

Task 2: Site Visit in Areas of Intervention

¹⁵ <http://www.fao.org/cfs/cfs-home/activities/vggt/en/>

The Consultant shall conduct field visit in areas of intervention to assess environmental and social risks and impacts for the different types of interventions proposed namely:

- Agro-storage (warehouse) in Payam and Bomas level
- Fruit and honey processing facilities and processing unit
- Gravel (Murrum) access roads (feeder roads) with the water retaining structures (causeways, box culverts, iris drains, drainages and small bridges, etc.)
- Business/multipurpose centers
- Open market buildings
- Other mainstreamed infrastructure, e.g. Water infrastructure, Water supply and sanitation infrastructure, Irrigation measures, R renewable energy for agriculture and Infrastructure for livestock and Livelihood

Risk assessment shall be undertaken based on a matrix (to be established by the Consultant) in a structured manner in line with relevant regulatory requirements as listed above. Risk assessment will focus on, but not limited to:

- Resource specific risks: e.g. risks related to road, market structure, processing unit, agriculture infrastructure, water infrastructure of the road, impacts on overall groundwater resources from water infrastructure/shortages for neighboring water users from minor tanks, Lake, stream, geyser, small river, pond and etc., conflicting uses of specify infrastructure, potential inter- and intra-community conflict from infrastructure or any other resource-specific environmental and social risk.
- Risks related to construction activities, given special consideration to remoteness of project sites, with considerations such as, but not limited to:
 - Occupational health and safety;
 - Labor and working conditions;
 - Community health, safety and security;
 - Negative impacts on biodiversity/wildlife;
 - Impacts on groundwater/surface water resources, water quality;
 - Any social risks related to potential physical and/or economic displacement of households due to establishment of infrastructure; risks in the land right context;
 - Any social risks resulting from existing inter-community or intra-community conflict situations in the area.
- Operational risks specific to interventions, such as (but not be limited to):
 - Environmental and health risks from inappropriate maintenance of sanitation infrastructure and other water retaining infrastructures
 - Water-borne diseases (malaria, skin diseases) caused by lack of drainage in the immediate surroundings of water retaining infrastructures and related to rural road structures;
 - Environmental and social risks from population movements, i.e. in-migration, pull factors from improved conditions in the project sites;

- Impacts on groundwater and surface water from increased use through operation of new water infrastructure and water purification plant (Maridi-Kazan Dam);
- Risks associated with whether Original inhabitant groups are present in the project sites and potential for social risks from interventions for these groups.

Deliverables

- Brief Mission report with E&S Screening Results; including sign if infrastructure to be set up under the Projects would bring about land obtaining and physical as well as monetary uprooting of family units and some different components dependent on the area context. Indication whether Original inhabitant people historically Underserved Traditional Local Communities is triggered by the Project according to the ESS 7 (Environmental and Social Standards). if yes, appropriate solutions.
- Indication whether implementation would have a potential to fuel conflicts in the area.

Task 3: Establishment of ESMF, including provisions for land acquisition and compensation

Principles and Objectives

For all project activities, it is critical to ensure potential negative environmental and social impacts are minimized, while striving to enhance benefits for local communities and the environment. The Environmental and Social Management Framework (ESMF) will provide a comprehensive framework on how to address potential adverse social and environmental impacts for interventions. The ESMF will describe the risks and potential impacts associated with interventions specifying corresponding safeguard measures. Negative impacts from the project are expected to be site specific and localized and could be reduced or avoided with standard mitigation measures outlined in this Environmental and Social Management Framework (ESMF).

The ESMF outlines an environmental and social risk assessment process that will be applied by qualified personnel at the planning stage of the project interventions. Additionally, the ESMF will recommend roles and responsibilities for correct implementation of the framework. The overall objective of ESMF is to provide guidance to project implementation staff, authorities, and local communities, as well as to contractors and other stakeholders participating in planning and project implementation.

Contents of the ESMF

The ESMF will incorporate procedures and guidelines, including but will not be limited to:

- i. Environmental and social impact risk assessment, categorization, impact assessment, and guidelines for monitoring interventions;
- ii. Guidelines for implementation in accordance with relevant safeguards identified, including monitoring and reporting.
- iii. Recommendations for stakeholder engagement, including provisions for public information and disclosure;
- iv. Capacity building measures for different stakeholders for ESMF implementation;

- v. Supporting material, content, documentation for ESMF implementation;
- vi. Land acquisition and compensation provisions (principles, entitlements, valuation of losses, implementation guidance).

In particular, the ESMF will include (but may not be limited to):

- A description of the purpose of the ESMF (and how it fits in existing and planned interventions);
- A short description of the proposed interventions, with the main social and environmental considerations, and the various risks and impacts involved in their implementation;
- Examination of legislative, regulatory, and policy regime and international requirements which affect implementation under the ESMF. In particular, should include a gap analysis and measures to close gaps identified between national legislation and requirements of the applicable standards, gap analysis shall cover requirements for public information and disclosure of documentation;
- Initial environmental and social Risk assessment and risk categorization of planned interventions. This includes description of methodology to be replicated for future interventions;
- Identification of requirements for ESIA or any other type of documentation as per national legislation; brief guidance on how to conduct ESIA's;
- A description of the process for preparing and approving environmental and social impact assessment/environmental and social management plans if required for the proposed future measures, Based on the generic construction ESMP provided by KfW; establish appropriate set of mitigation measures, based on anticipated impacts; monitoring for respective risks and impacts to incorporate in M&E plan of the project.
- Recommendation for transparent grievance mechanism;
- Recommendations for implementing the provisions of the ESMF;
- Recommendations on capacity building measures to ensure that the ESMF can be effectively implemented;
- Recommendations on stakeholder engagement, considering the measures planned by project team; indication if WB OP 4.10 is triggered;
- Land Acquisition and Compensation Provisions;
- Cost Estimates for implementation of the framework, in case there is no specific estimate possible, a methodology for estimating costs should be recommended;
- Tools and materials for application of the ESMF (i.e. Checklists, Questionnaires, as Annex to ESMF).

Deliverables

- ESMF (Draft and final versions)

Note: The draft ESMF should be disclosed to and discussed with relevant stakeholders; in this context, based on the requirements of any national disclosure.

The assignment is planned to start according to the ACTED ITB or tender guideline, Notice of the advertisement and Completion of the assignment is upon submission of all deliverables with no objection from ACTED.

Task	Time Input (person days)
Task 1: Preparation Phase: Familiarization with available Documentation, Work Plan, Kick-Off Call	7
Task 2: Site visits and field work, reporting	30
Task 3: ESMF Document, including Annexes which support to the holistic completion (Example: Assessment tools, Reference guide, Requirement of environmental legal documents, Guidance or stakeholder engagement plan, List of consultation attendance ,Meeting summaries, Photos and Any other fundamental tools of the ESMF assignment.	43
Total input	80

THE LEVEL OF EFFORT FOR THIS ASSIGNMENT IS ESTIMATED APPROXIMADLLY AT 80 MAN-DAYS INCLUDING COMPREHENSIBE DELIVERABLE AS DECRIBED IN THE TOR AND ITB REQUIRED EXPERTISE

General Criteria:

Environmental Specialist & Team Leader:

- i. Degree in Environmental Studies, Natural Resource Management, Environmental Policy, or a related discipline with long term experience.
- ii. Senior environmental/social expert, with international experience and with profound working experience in East African countries, with a focus on E&S management;
- iii. Familiarity with the application of international standards (namely WB Safeguard Standards and EHS Guidelines), familiarity with the relevant national legal framework in East African countries are considered an asset;
- iv. A good knowledge and experience in developing and managing the implementation of Environmental and Social Impact Assessments (ESIAs), Environmental and Social Management Plans (ESMP), Land Acquisition and Compensation Frameworks (LACF), Environmental Management Frameworks (ESMF), the social aspects of development projects (health and safety aspects, involuntary resettlement and gender issues, etc.), monitoring, evaluation and conformity assessment; In addition, experience in World bank ESMFs.
- v. Proven knowledge in sustainable development, financing, or social risk management
- vi. Possess excellent technical and analytical skills.

Social management Specialist or Assistant social management specialist:

- i. Should have at minimum 7 years of professional experience
- ii. Bachelor's degree in applicable field such as: sociology, migration, land, legal or related, surveying, urban planning or GIS qualification
- iii. Experience in international social management work preferably in Africa or East Africa contexts (South Sudan experience is a plus)

- iv. Proven knowledge in sustainable development, financing, or social risk management
- v. Possess excellent technical and analytical skills.

The selection will be based on the following criteria:

- i. Technical Qualifications in the relevant field with Area experience, preparation and/or management of the implementation of the Bank's environmental and social safeguards for the development of major infrastructures in Africa;
- ii. Years of relevant experience in thematic focus;
- iii. Specific knowledge and experience on environmental and social safeguards framework of World Bank and safeguard standards and other humanitarian Safeguard standards;
- iv. Experience of working in developing countries/ Region;
- v. Excellent communication and reporting skills;
- vi. General criteria of the ACTED tender guideline or ITB.

LIST OF ANNEXES

- 1) Annex 1_HNO South Sudan 2021

Section VIII. Contract for Consulting Services

Between the Employer and successful Consultant a Contract will be signed as per the KfW Consulting Contract for small orders which is available through the following link: <https://www.kfw-entwicklungsbank.de/International-financing/KfW-Development-Bank/Publications-Videos/Publication-series/Guidelines-and-contracts/>.