

Namibia

Ministry of Mines and Energy

German Financial Cooperation with Namibia

**GET FiT Bush-To-Electricity Programme for Namibia
Facilitating Investments in Renewable Energy**

(BMZ No. 2017.6821.7)

**Tender Document
for
Consulting Services for a Feasibility Study**

(1/2018)

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Documents available on KfW's website www.kfw.de

- Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries (Version August 2016)
- Standard Consulting Contract Model (Version October 2016)

CONDITIONS OF TENDER

1 TENDER PROCEDURE

1.01 General

The rules of the present Tender are in accordance with the latest version of the “KfW Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries.” These Conditions of Tender contain the General Conditions (Chapter 1 including 6) and the Special Conditions of Tender (SCT) for this particular tender (Chapter 7). The Special Conditions of Tender are referred to in the text by “⇒SCT” and summarised in Chapter 7.

Bidders are advised to thoroughly study both the General and the Special Conditions to avoid downgrading or rejection.

1.02 Project Executing Agency

The Project Executing Agency subsequently called PEA is indicated in the ⇒SCT.

1.03 Presentation of Tender

The Tender should be submitted in one sealed package containing three clearly marked separate and also sealed envelopes: one with “Post-Qualification Documents”, one with “Technical Proposal” and the other with “Financial Proposal”. If financial information on the bid is included in the Post-Qualification Documents and/or the Technical Proposal, the Tender shall be rejected.

The package shall display the following information:

- the name of the institution and the address where Tenders have to be sent to;
- the title of the call for Tenders such as indicated in the invitation letter;
- the Tenderer’s name;
- the following words clearly visible: „Call for Tenders – Not to be opened by the Postal Service“.

1.04 Language of the Tender

The technical and financial proposals as well as all communication related to the present Tender shall be prepared in the language indicated in the ⇒SCT.

1.05 Submission of Tender

Tenders should be sent in one (1) clearly marked and signed original and two (2) copies or delivered in person, against confirmation of receipt, to the address indicated in the ⇒SCT.

The deadline for receipt of Tenders is specified in the ⇒SCT. All Tenders received after that deadline will be rejected automatically without being evaluated.

1.06 Validity Period of Tenders

Unless otherwise stated in the ⇒SCT the period of validity of the Tenders counted from the deadline for receipt of Tenders is 180 days.

1.07 Information Visit to Site and Pre-Bid Meeting

Tenderers are invited to carry out an information visit to the site in order to familiarise themselves with the local conditions relevant for the execution of the services to be provided. Interviews may be arranged with the PEA. Tenderers shall contact the addresses indicated in the ⇒SCT in due time before the visit to announce themselves and to allow for appropriate arrangements.

A pre-bid meeting and a common information visit for all Tenderers are scheduled at the dates and places indicated in the ⇒SCT.

It is understood that all information visits to the site are at the Tenderer's own expense and risk.

1.08 Request for Additional Information

Any question, communication or requests for additional information concerning this call for Tenders are only permitted in writing (email) and up to three (3) weeks before the deadline for the submission of the proposals. Such requests are to be sent to the address indicated in the ⇒SCT. If any clarification of the call for Tenders proves necessary, the answers will be communicated simultaneously in writing to all Tenderers.

1.09 Amendments to the Tender Dossier

Any change made to the Tender dossier during the Tender period by the PEA will be communicated forthwith in writing to all prospective Tenderers who have been provided with the Tender documents, together with notice of any extension of the Tender period which the PEA in accordance with KfW may consider necessary to enable Tenderers to take account of such a change.

1.10 Association

Pre-selected Consultants/Consortia may form an association with other pre-selected Consultants/Consortia only with the prior approval of the PEA and KfW. Any substantial amendments to the composition of a pre-selected Consultant or the association of an additional or new partner must be justified by the Tenderer and be approved by the PEA and KfW. Otherwise, the PEA and KfW reserve the right to exclude the applicant from the Tender procedure. The Tenderer shall present his request not later than two (2) weeks before submission date.

1.11 Pre-selected Consultants

If a pre-selection has been undertaken, a list of pre-selected Consultants is given in Annex B to these Conditions of Tender.

2 CONTENTS OF THE TENDER

2.01 Postqualification Documents

In the Post-qualification process the consultants bidding are required to demonstrate their general suitability for the assignment by submitting the appropriate documents. The postqualification documents submitted by the bidders must give proof of their financial resources and relevant professional expertise and experience. Only the bids of those consultants fulfilling the criteria of the post-qualification qualify for the opening and evaluation of their respective technical proposals.

2.02 Technical Proposal

Unless otherwise stipulated in the ⇒SCT the technical proposal shall contain:

a) Critical Analysis of Project Objectives and Terms of Reference (TOR)

The Tenderer is explicitly encouraged to present a detailed critical analysis and the Tenderer'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) Proposed Concept and Methods

This section will contain:

- Conceptual and methodological approach proposed to carry out the services. In this context, the Tenderer is explicitly encouraged not to repeat the TOR but to show the suitability of his concept in regard to the TOR and his comments made on these;
- A working programme (bar chart) showing clearly the different project phases as well as the main tasks planned, their duration and their interactions. The chart shall also include milestones, deadlines for discussions, decisions and submission of reports;
- A staff assignment matrix clearly showing the proposed team of experts, backstopping and supporting staff and the activities for which they will be assigned.
- A staffing schedule clearly showing times and places of effective assignment for each professional. The chart shall be completed or accompanied by a table stating the responsibilities and precise periods of duty for each professional by places of assignment. These periods shall be broken down to each project phase. In this table the assignment of expatriate and local staff will be treated separately. The Tenderer 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 Tenderer has to describe how the execution and co-operation between site and home office staff is assured;
- A statement of work organisation and an organisation chart showing the Tenderer's (association's) internal organisation as well as the interactions with the PEA and KfW as well as with other stakeholders. Responsibilities within the project team have to be defined;
- Envisaged back-up services 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;
- Procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the PEA and KfW. Plain reference to ISO 9001 is not considered to be adequate;
- Planned logistics and facilities for the execution of the services.

The Tenderer is invited to comment those items of the above mentioned fields that require additional explanation. The texts and information should be compiled and presented in a way that is related to the project. Tenderers shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred.

c) Key Staff

The Tenderer shall provide a detailed description of tasks to be performed by each team member (including back-up staff in the home office) as well as details on the selection and experience of the proposed members with regard to their tasks.

Furthermore, the Tenderer shall provide updated curricula vitae (CV) of the proposed key staff and professional support staff according to the model given in Annex C-1. Key staff should have adequate education, professional experience and experience in the region. Unless stipulated otherwise in the ⇒SCT, region includes the country and neighbouring countries with similar political, socio-economic and cultural conditions. It is particularly expected that key staff has project- and job/post-related experience and has completed similar tasks in similar projects of similar magnitude and with international financing. The CV shall indicate whether the proposed staff member is part of the Tenderer's permanent personnel or not. To support transparency and for ease of evaluation the Tenderer has to summarise the essential data of proposed key staff according to the Table in Annex C-2. In case of ambiguities the CV prevails.

Key staff presented in the Tenderer's proposal may not be replaced without the prior approval of the PEA and KfW. The Tenderer shall only replace staff with a person of equal or better qualification.

d) Sub-contractors

The Tenderer will clearly specify the services to be carried out by sub-contractors other than those being part of the Consultant/Association. This basically includes all additional services. He shall indicate the firms to whom he intends to sub-contract such services.

2.03 Financial Proposal

Based on the quantities of staff and other services the Tenderer will submit a Financial Proposal. All rates will be in the currency indicated in the ⇒SCT. In the case of construction supervision or training projects the Tenderer shall assume a contract period as indicated in the ⇒SCT for the purpose of a fair evaluation and comparison of the staff input and related costs. For contributions of the PEA related to d) – h) below refer to 4.04 and to the ⇒SCT.

The Financial Proposal shall contain the following information and be structured as detailed in Annex E.

a) Cost of Personnel for international and local/regional staff including monthly home office rate, including salary, social charges and overhead cost, bonus, vacation and sick leave, home office cost, all medical examinations, professional training, back-up services from home office (professional, personal and administrative), cost of IT equipment, company's professional insurance, risk and profit.

b) Allowance and accommodation for expatriates (hotel rent or provision of flat/house with provision of furniture and equipment through rent or purchase) and, if necessary, for local staff (per month).

c) International Travel Cost contain

- international air fares, including complementary travel cost (e.g. transfer cost to and from airports, visa, airport tax, excess baggage and / or air freight, medical expenses, visa, etc.) as a lump sum item per round trip.
- air fares for inspection flights, if any

d) Cost for Local Transport contain

- lease or rent of project vehicles or depreciation cost of vehicles owned by the Tenderer as lump sum item per month of operation (for acquisition of vehicles under the project budget and the related procedures refer to item g) hereunder);

- running cost of own or leased/rented vehicles as a monthly lump sum item per car including gasoline, oil, tires and other consumables, all risk insurance, maintenance and repair costs as well as costs for driver. Private use of official vehicles during off-duty time (if allowed) has to be specified in the Financial Proposal and a deduction of 20 % on the running cost has to be accounted for;
- cost for local air, road and rail travel, if any, as a lump sum item;
- taxi costs for local transport demand peaks.

e) Cost for the Local Project Office shall be offered as monthly lump sums, consisting of

- office rent
- office operation cost (include cleaning, electricity, water, heating, air conditioning, insurance, telecommunication, international and local freight, etc. and all office consumables).

f) Production of Reports shall be offered as lump sum item per copy of a specific report covering costs for report production (including freight and local distribution) as specified in the TOR or in the Technical Proposal. The cost of progress photographs, whether specifically taken and used for the reports or not, are included in the relevant lump sum item as well.

g) Procurement of equipment: The Financial Proposal shall include procurement of all office and work equipment like vehicles (other than leased/rented or owned by the Tenderer), furniture, appliances, survey, measuring and test instruments etc., which the Tenderer deems necessary for the execution of the project and which, after termination of his services, will be handed over to the PEA taking into account normal wear and tear under the operational conditions of the project. The respective cost shall be included as lump sum item. No handling charges will be accepted.

Note: Procurement of goods and services for the project implementation through a disposition fund or otherwise has to be managed and controlled through inclusion of qualified and adequate staff in the team.

h) Miscellaneous costs include all expenses that might not be covered by the above categories. These costs should be expressed as lump sum items (preferably) otherwise they will be reimbursed in the currency as occurred upon presentation of documentary evidence. The following examples may fall under miscellaneous costs:

- additional services in accordance with Art. 2.01-d;
- acquisition of town maps, aerial photographs, satellite images;
- rental of project equipment (e.g. for geophysical surveys);
- topographical and soil surveys for sites and pipeline alignments;
- workshop/factory inspection cost;
- preparation and management of workshops and seminars;
- other budgets/provisional sums for various items, services or other expenses as already indicated in the model of statement of costs – if any.

Unless otherwise stated in the ⇒SCT taxes have to be indicated separately in the Financial Proposal.

Unless otherwise stated in the ⇒SCT no other cost items except those stated above will be accepted in the Financial Proposal and considered for payment. If the Tenderer considers an important cost component not covered by the above instructions, he may ask permission to include such item. Such a request shall reach the PEA and KfW not later than three (3) weeks before the submission date. The result will be communicated as a circular letter to all Tenderers.

3 PAYMENT CONDITIONS

3.01 Currency

All payments will be made in the currency (currencies) indicated in the ⇒SCT.

3.02 Taxes and Duties

Unless otherwise stated in the ⇒SCT the Tenderer shall prepare his offer under the assumption that he and his foreign staff shall be exempted from all taxes, duties, levies and other charges as stipulated in the Standard Consulting Contract of KfW.

3.03 Price Adaptation

Unless otherwise indicated in the ⇒SCT all unit and lump sum rates presented in the Financial Proposal, with the exception of reimbursables, shall be considered fixed for a period of two (2) years from the end of the validity period. For services beyond that date, price adjustment will be accepted applying the following escalation formula:

$$P_n = P_o * (0.15 + 0.85 * I_n / I_o)$$

P_n = new revised price

P_o = original price

I_n = new index of the month the respective services are rendered

I_o = original index of the month the validity expires

Price adjustment will be calculated using the index stipulated in the ⇒SCT.

3.04 Terms of Payment

The Tenderer shall assume for the preparation of his Financial Proposal that payments will be made in the following sequence:

Advance Payment: After signing of the contract the Consultant may claim an advance payment as stipulated in the ⇒SCT. If the advance payment exceeds 150,000 EUR or 15 % of the total costs, an advance payment guarantee for the total amount as per attached model (Annex F) is required. The advance payment has to be reimbursed during the first 2/3 of the completion period. The guarantee can be reduced accordingly.

Instalments: The instalments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice for the first instalment shall be presented, at the earliest, 3 months after the contractually agreed commencement of the Services. Final Payment: the balance of 10% after acceptance of the Final Report by PEA and KfW and submission of the final invoice.

If the Tenderer requests changes in the disbursement schedule, he has to justify such a request adequately in his Proposal as an option. He may also make suitable and justified proposals for the conversion of reimbursable items to lump sums based on fixed rates. The final procedures and terms of payment will be defined during contract negotiations.

Unless otherwise stipulated in the Standard Consulting Contract or ⇒ SCT all invoices for interim and final payments including the corresponding report have to be approved by the PEA.

Special payment or invoicing conditions – if any – are indicated in the ⇒SCT.

3.05 Guarantees

Unless otherwise stated in the ⇒SCT neither a tender guarantee nor a performance guarantee is required.

4 ORGANISATION OF SERVICES

4.01 Project Duration

The duration of the project from commencement of services until presentation of the draft final report is indicated in the ⇒SCT. Approval periods for review and comments by PEA and KfW are indicated in the ⇒SCT. These are included in the project completion period.

4.02 Services Required

The services must satisfy in all respects the requirements laid down in the Terms of Reference (TOR) given in Annex A which will be part of the Consulting Contract. The preparation of the Tenderer's proposal includes a critical verification of these services and, if necessary, their completion or modification according to the Tenderer's own assessment of the local situation and his professional experience in order to achieve the set project objectives. In this context, the local standards and laws will be respected.

4.03 Performance of Services

The Consultant shall co-ordinate all his activities with the project co-ordinator designated by the PEA. All official communications to the PEA concerning the project are to be addressed simultaneously to KfW.

Unless stipulated otherwise in the ⇒SCT the Consultant will render his services in the project country. He will integrate the staff of the PEA as much as possible in his daily work in order to ensure a maximum of know-how transfer. In case services are to be performed outside the project country, the Tenderer shall submit detailed proposals in his technical offer.

4.04 Contribution of PEA

The Tenderer will take into account in his financial proposal that the PEA will

- provide the Tenderer with all the information, data, documents, documentation, etc. in his possession and necessary for the completion of his services, free of charge, for the duration of the project;
- ensure that the Tenderer has all the necessary permits to obtain further information (see above);
- support the Tenderer in obtaining all the necessary working permits, residence permits and import licences;
- provide other contributions as stipulated in the ⇒SCT.

5 TENDER EVALUATION

5.01 General

The selection of the Consulting firm for the execution of services will be made in accordance with the KfW's latest "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" (version August 2016). The latest version of the KfW Guidelines can be downloaded from KfW's website www.kfw.de.

The Employer will evaluate and compare only the bids determined to be substantially responsive.

The evaluation of bids will be performed in four steps:

1. Evaluation of Post-Qualification documents - Envelope A
2. Evaluation of the bid for services (Technical Proposal) - Envelope B.
3. Evaluation of the price quotations (Financial Proposal) - Envelope C.
4. Final evaluation by combining the scoring achieved in the evaluation of the price quotation in conjunction with scoring for the technical bid for services.

If an applicant fails to meet the minimum criteria for step 1, he will immediately be disqualified and drop out of the further evaluation process.

If an applicant fails to meet the minimum criteria for step 2, he will immediately be disqualified and drop out of the further evaluation process.

5.02 Evaluation of Post-Qualification Documents (Envelope A)

Only the envelope with the Post-Qualification Documents will be opened on the submission date. The other envelopes will remain sealed until their respective stage of the evaluation is due.

These documents will be evaluated on pass/fail criteria given in the ⇒SCT, which will be examined in accordance with the requirements as indicated in the Terms of Reference.

5.03 Technical Proposal (Envelope B)

The quality of each technical proposal will be evaluated on a scale of 0 to 100 points, according to the criteria given in the ⇒SCT, which will be examined in accordance with the requirements as indicated in the Terms of Reference.

If there are minor omissions in relation to the TOR, points will be deducted. Omissions that restrict comparison with other bids, and disrespect of the proposed structure and content of the proposal may lead to the <exclusion of the applicant.

5.04 Financial Proposal (Envelope C)

After evaluation of the Technical Proposal, the Financial Proposals of those Tenderers will be opened whose technical Proposal achieved a minimum of 75%.

After correcting any arithmetical errors, the price quotations will be assessed using the total price (not including customs and excise duties, taxes, levies and other charges in the project country). Reimbursables can be adjusted for the purposes of the assessment or excluded from the assessment, if this is the only way to make price quotations comparable. Optional offers of services will only be included in the assessment of price quotations if all bidders were requested to submit such offers in accordance with the terms of the invitation to tender. Any items missing in individual offers but necessary will be added. This will be done on the basis of the highest price of the corresponding cost item of the other Tenderers.

If foreign and local currencies are accepted (see ⇒SCT) local costs will be converted to Euro at the exchange rate of the submission date and that total cost will be used for the financial evaluation.

5.05 Final Evaluation

For the purpose of a combined evaluation the Technical Proposal of a Tenderer will be weighted 70% as follows:

$P_T = 70 * T/T_o$, with

P_T = attributed score for Technical Proposal,

T = Tenderer's score in the technical evaluation,

T_o = highest 'technical' score of all Tenderers.

Unless otherwise stipulated in the ⇒SCT the Financial Proposal of a Tenderer will be weighted 30 % as follows:

$P_F = 30 * Co/C$, with

P_F = attributed score for the Financial Proposal (points),

C = Tenderer's corrected price of the Financial Proposal,

Co = lowest corrected Financial Proposal.

The total score of the Tender is

$P = P_F + P_T$.

The Tenderer who submitted the proposal with the highest total score will be invited for contract negotiations. The negotiations will clarify the work and methods to be used and any necessary staffing schedule adjustments. Fees and unit prices for incidental costs and services that were to be offered on a lump-sum basis pursuant to the Conditions of Tender are, in principle, not subject to negotiation as they were already taken into account in assessing the Financial Proposal. If the negotiations with the Tenderer having the highest score will not be successful, negotiations with the Tenderer placed next will be undertaken until an agreement will be reached.

5.06 Consulting Contract

The Technical and Financial Proposals of the successful Tenderer will become part of the Contract to be concluded. PEA and KfW, however, reserve the right to negotiate and adapt those parts of the Tenderer's proposal which are considered inadequate with the requirements of the work.

After receipt of KfW's approval, the Contract with the selected Tenderer will come into force upon signing by the Tenderer and the PEA and achievement of effectiveness of the Project funding.

6 OTHER

6.01 Unsuccessful Tenderers

After the evaluation of the Technical Proposals the PEA will inform in writing those Tenderers that have not achieved the minimum required score. Their Financial Proposals will be returned unopened.

After the conclusion of the negotiations and receipt of KfW's consent to the negotiated Contract, the remaining Tenderers will be informed in writing by the PEA about the rejection of their proposals.

6.02 Cancellation of Tender

The tender procedure may be cancelled, prior to awarding the Contract, without thereby incurring any liability to the Tenderers, and notwithstanding the stage in the procedures leading to the conclusion of the Contract, if

- there was no adequate competition;
- none of the bids for services achieved the required minimum number of points;
- fundamental technical or financial aspects on which the invitation to tender was based have changed significantly prior to award of the contract; or
- the price quotations are obviously and clearly excessive. In that case, the alternative is either to hold a new tender procedure, with or without prequalification, or to commence negotiations on the price with the bidder who came first.

In the event of cancellation of the Tender procedure, Tenderers shall be notified thereof by the PEA. Such Tenderers shall not be entitled to compensation.

6.03 Other conditions

Other tender conditions or constraints, if any, are indicated in the ⇒SCT.

7 SPECIAL CONDITIONS OF TENDER (SCT)

GCT 1.01	<p>One bid per bidder</p> <p>Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.</p>
GCT 1.01	<p>Modification and Withdrawal of Bids</p> <p>Bidders may modify, substitute or withdraw their bids by giving notice in writing to the Employer BEFORE the deadline prescribed for submission of bids. Any modification or withdrawal notices shall be prepared, sealed, marked with the outer and inner envelopes additionally marked "MODIFICATION", "WITHDRAWAL," or "REPLACEMENT BID" as appropriate. A withdrawal notice may also be sent by fax or E-mail, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.</p> <p>No Bid may be modified after the deadline for submission of Bids. Bidders may only offer discounts to, or otherwise modify the prices of their bids by inclusion in the original Bid submission or by submitting Bid modifications in accordance with this clause.</p>
GCT 1.02	<p>Project Executing Agency (PEA) for the Feasibility Study is the:</p> <p>Ministry of Mines and Energy</p> <p>Windhoek/Namibia</p>
GCT 1.03	<p>All originals and copies of the "Postqualification Document", the "Technical Proposal" and the "Financial Proposal" shall consist of a</p> <ul style="list-style-type: none"> ○ hardcopy and an ○ additional softcopy of all the respective documents in pdf-format on USB-stick or CD-ROM. The pdf-files shall preferably be in a searchable format. Please take care that neither the softcopy of the Postqualification Document nor that of the Technical Proposal contain information of the Financial Proposal, as the tender would have to be rejected in such a case.
GCT 1.04	<p>The language of the proposal and of all communication is English.</p>
GCT 1.05	<p>The deadline for receipt of Tenders is</p> <p>March 6th , 2018 at 16:00 local time</p> <p>at the address of the tender agent indicated below. Only the submission of the set with the original is relevant for a valid and timely delivery.</p>
GCT 1.05	<p>The proposal (One original plus one copy) shall be sent to the following address or handed over before the date and time indicated above:</p> <p>iCee GmbH</p> <p>- Dr Peter Lindlein (Tender Agent)</p> <p>Schumannstr. 41</p> <p>60325 Frankfurt am Main, Germany .</p> <p>A submission of the bids by email is not allowed.</p>

GCT 1.06	Bid validity is 180 days.
GCT 1.07	There is no pre-bid meeting and a common information visit for Tenderers.
GCT 1.08	<p>Requests for additional information shall be sent via e-mail to the following address:</p> <p>Peter.Lindlein@financial-cooperation.com</p> <p>Answers will be given in writing on the website mentioned in SCT 1.09 below. For the response to inquiries the website will be the focal point of the tendering process. Usually, responses and clarifications will be grouped and posted on a regular base (e.g. weekly clarification note).</p> <p>However, any delay on this or any other account shall not be understood as a reason for extension of time for submission of the bids.</p> <p>Discussions of the participants on their bids with the PEA, KfW and any other party involved directly in the tender are not permitted between the deadline for submission and the results of tender, with the exception of the negotiation of the consulting contract upon invitation by the PEA.</p>
GCT 1.08	At any time, the PEA or KfW either at its own initiative or in response to clarifications requested by a participating consultant may clarify this invitation. Such information will be presented on the website for this tender and will therefore be made available to all invited qualified consultants:
GCT 1.09	Such information will be presented on the following website for this tender and will therefore be made available to all consultants: http://www.financial-cooperation.com/Tenders/NAM/GETFIT-BtE.htm
GCT 1.11	This tender is a tender with post-qualification. There are no pre-selected consultants.
GCT 2.01	<p>The post-qualification document shall include in compact and concise form the following information and declarations:</p> <ol style="list-style-type: none"> 1) <u>Covering Letter</u>, comprising the firm's name, address, contact person, telephone, fax and email if applicable mention the association for this project. 2) <u>Presentations of firm(s)</u> (maximum 5 pages, no brochures), inclusive clear statements of type, legal form, registration, property. It should present briefly the company structure, staffing and financial situation and give an overview about the firm's relevant regional and sectoral experience and expertise, especially an expertise of ten years in the energy sector including renewable energy power generation in the Southern African region. <p>If there is a consortium of firms each member should be presented separately (additional maximum of two pages, no brochures). Furthermore it should present the legal form and key tasks of the companies within the association (consortium, sub-contractor or any other form of cooperation), if applicable.</p> <p>3) <u>Statements and Declarations</u></p> <p>The Tenderer shall provide the following declarations issued after the date of the invitation letter:</p> <ul style="list-style-type: none"> • <u>Declaration of association</u> duly signed by all partners and specifying clearly the type of association and the lead firm. Sub-contractors also need to submit a declaration of association. • <u>Declaration of affiliations (no conflict of interest)</u>: In a duly signed declaration, the Tenderer has to reveal any links with other firms which may present a

	<p>conflict of interest in providing the envisaged services. He must give a binding declaration that, should he be awarded the contract, the firms with which he is associated will not intend to take part in the project in any form. For an association, all members must provide this declaration. Sub-contractors do not need to submit the declaration.</p> <p>○ <u>Declaration of Undertaking</u>: A duly signed declaration pursuant to Annex D on the company letter head (in case of a joint venture, from all partners), in accordance with the Form provided in the Annex shall be included (one separate declaration for each member in case of an association). Sub-contractors do not need to submit a declaration of Undertaking. Applicants should be aware that any fraudulent or corrupt activities disqualify them immediately from participation in the selection process and will be subject to further legal investigation.</p> <p>4) <u>Financial Statements and Confirmations</u>: Not the complete documents, but only presentation of the summary table sheets of audited financial statements (Balance sheet and profit and loss account of the last three years) and the opinion of the auditor for the lead consultant and all associated partners showing the necessary aggregated average annual turnover of more than EUR 1 million.</p> <p>5) List and projects sheets of references carry out as Annex B-5. (EU-Format) covering the maximum reference period of ten years and strictly related to the envisaged services (maximum 10 references), covering the following fields:</p> <p>○ Bush encroachment and/or bush harvesting and/or productive use of bush harvest, e.g. bush to electricity; can be demonstrated as well by the experience of a key expert. Minimum volume: 1 expert month within a respective consulting contract volume of EUR 50,000 or professional activities for a (planned) investment of at least EUR 500,000.</p> <p>○ Energy generation by harvested biomass combustion, e.g. such as harvested wood or agricultural waste. Must be demonstrated by a minimum of two relevant projects (with a minimum combined volume of EUR 0.2 million.</p> <p>○ Design of financial instruments for energy sector (such as REFIT, GETFIT or similar smart subsidy schemes). Must be demonstrated by a minimum of two relevant projects (with a minimum combined volume of EUR 0.2 million</p> <p>6) List of Available Expertise and Human Resource Capacity (annex B-6)</p>
GCT 2.01	Regional countries includes the countries of Sub-Sahara Africa, especially those of Southern Africa first of all Namibia:
GCT 2.01	<p>The technical proposal shall be concise. Maximum pages (without the corresponding annexes) are:</p> <p>○ Critical Analysis of Project Objectives and TOR – 5 pages</p> <p>○ Proposed Concept and Methods – 10 pages</p> <p>○ Key Staff – 5 pages</p> <p>Consortium Partners and Sub-contractors – 5 pages</p>
GCT 2.03	<p>The maximum available budget for the services is EUR 250,000 excluding applicable indirect taxes.</p> <p>Financial proposals have to be within this budget including all other items. Otherwise they are considered void.</p>
GCT 2.03	The currency of the proposal shall be EURO (EUR).
GCT 2.03	The Financial Proposal shall include the taxes, duties, levies and other charges

	required by law in the country of the bidder at the date of preparation of the proposal, and the taxes, duties, levies and other charges to render these services to the PEA.																														
GCT 3.01	All payments shall be made in EURO (EUR)																														
GCT 3.02	Please note that all partners and experts have to comply with their respective duties as taxpayers																														
GCT 3.03	“I” is the Index of the living costs in Germany as published by the German Federal Statistics Office (Statistisches Bundesamt).																														
GCT 3.04	The advance payment may be up to 20% of the total Contract sum. The final payment will be about 10 % of the contract sum.																														
GCT 3.05	No Tender Guarantee is required. No Performance Guarantee is required.																														
GCT 4.01	The project duration from the date of commencement of services is estimated at 6 months.																														
GCT 4.01	The approval period for documents and reports shall be two (2) weeks.																														
GCT 4.03	The consultancy services will be rendered in the home country/countries of the bidder and in the project country.																														
GCT 5.01	Evaluation Process confidential Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.																														
GCT 5.02	<p>To evaluate the general suitability, i.e the qualification for the project and the fulfilment of the basic formal conditions, in a simplified approach the following three basic aspects will be checked:</p> <p>These aspects will be assessed as exclusion criteria, only on the base of pass/fail. Only those consultants who fulfil EACH and ALL of these requirements will pass to the next round of the evaluation.</p> <table><tr><th rowspan="2">No.</th><th rowspan="2">Minimum Criterion to be fulfilled</th><th colspan="2">Criterion Fulfilled</th></tr><tr><th>Yes</th><th>No</th></tr><tr><td>1</td><td>Completeness and correctness of all necessary statements and declarations;</td><td></td><td></td></tr><tr><td>2.</td><td>Necessary aggregated annual turnover of more than EUR 1 million</td><td></td><td></td></tr><tr><td>3.</td><td>Existing relevant working experience of the consultant company as demonstrated by:</td><td></td><td></td></tr><tr><td>3.1</td><td>Experience in the energy sector of at least 10 years; including renewable energy power generation in the Southern African region</td><td></td><td></td></tr><tr><td rowspan="3">3.2</td><td rowspan="3">Working experience at least one key staff team member in the field of bush encroachment and/or bush harvesting and/or productive use of bush harvest e.g. bush to electricity. ○ Minimum 1 expert month ○ Minimum volume of 50,000 consulting contract or 500,000 planned investment</td><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table>	No.	Minimum Criterion to be fulfilled	Criterion Fulfilled		Yes	No	1	Completeness and correctness of all necessary statements and declarations;			2.	Necessary aggregated annual turnover of more than EUR 1 million			3.	Existing relevant working experience of the consultant company as demonstrated by:			3.1	Experience in the energy sector of at least 10 years; including renewable energy power generation in the Southern African region			3.2	Working experience at least one key staff team member in the field of bush encroachment and/or bush harvesting and/or productive use of bush harvest e.g. bush to electricity. ○ Minimum 1 expert month ○ Minimum volume of 50,000 consulting contract or 500,000 planned investment						
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GCT 5.02	<p>The <u>technical evaluation</u> will be made using the following criteria and maximum points:</p> <table><tr><td>1.</td><td>Concept and methodology</td><td></td><td>40</td></tr><tr><td>1.1</td><td>Clarity and completeness of the tender</td><td>5</td><td></td></tr><tr><td>1.2</td><td>Critical analysis of the project objectives and the TOR</td><td>10</td><td></td></tr><tr><td>1.3</td><td>Proposed concepts and methods</td><td>25</td><td></td></tr><tr><td>2.</td><td>Qualifications of proposed staff</td><td></td><td>60</td></tr><tr><td>2.1</td><td>Finance Expert as Team Leader/Project Manager;</td><td>20</td><td></td></tr><tr><td>2.2</td><td>Other key staff to be employed on the project:</td><td>35</td><td></td></tr><tr><td></td><td>Technical Experts covering:<ul style="list-style-type: none">Electricity Generation from biomass combustion (10)Biomass/Agriculture/Forestry, especially bush encroachment (10)</td><td>20</td><td></td></tr><tr><td></td><td>Legal Specialist</td><td>5</td><td></td></tr><tr><td></td><td>Environmental and Social Expert(s), preferably one person covering both areas</td><td>10</td><td></td></tr><tr><td>2.3</td><td>Personnel in the home office who will monitor and control the team, and provide back-up services</td><td>5</td><td></td></tr><tr><td colspan="2">Total (maximum)</td><td></td><td>100</td></tr></table>			1.	Concept and methodology		40	1.1	Clarity and completeness of the tender	5		1.2	Critical analysis of the project objectives and the TOR	10		1.3	Proposed concepts and methods	25		2.	Qualifications of proposed staff		60	2.1	Finance Expert as Team Leader/Project Manager;	20		2.2	Other key staff to be employed on the project:	35			Technical Experts covering: <ul style="list-style-type: none">Electricity Generation from biomass combustion (10)Biomass/Agriculture/Forestry, especially bush encroachment (10)	20			Legal Specialist	5			Environmental and Social Expert(s), preferably one person covering both areas	10		2.3	Personnel in the home office who will monitor and control the team, and provide back-up services	5		Total (maximum)			100
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GCT 5.04	<p>Only <u>financial proposals</u> which are within the budget will be evaluated.</p> <p>The Grand Total before Taxes (VAT) will be the base for the evaluation of the Financial Proposals.</p>																																																		
GCT 5.05	<p>For the purpose of a combined evaluation the weights of the Technical and Financial Proposal are as follows:</p> <p>The Technical Proposal of a Tenderer will be weighted 70% as follows:</p> <p>$P_T = 70 * T / T_o$, with</p> <p>P_T = attributed score for Technical Proposal,</p> <p>T = Tenderer's score in the technical evaluation,</p>																																																		

	<p>To = highest 'technical' score of all Tenderers.</p> <p>The Financial Proposal of a Tenderer will be weighted 30 % as follows:</p> <p>$P_F = 30 * Co/C$, with</p> <p>P_F = attributed score for the Financial Proposal (points),</p> <p>C = Tenderer's corrected price of the Financial Proposal,</p> <p>Co = lowest corrected Financial Proposal.</p> <p>The total score of the Tender is</p> <p>$P = P_F + P_T$.</p>
GCT 5.06	<p>KfW is not bound to select any consultant.</p> <p>After the final approval of the evaluation of bids, the contract to be awarded will be negotiated with the applicant with the highest score. Contract negotiations serve to clarify unclear items, such as:</p> <ul style="list-style-type: none"> • clarifying the work and the methods to be used, • where necessary adjusting the staffing schedule; • regulations in the contract on other cost items that were not included in the assessment of the price quotation. <p>Fees and the unit prices for incidental costs are in principle not subject to negotiation, as they were taken into account in assessing the price quotations.</p> <p>Furthermore KfW and PEA, reserve the right to negotiate and adapt those parts of the Consultant's proposal which are considered inadequate with the requirements of the services.</p> <p>If the negotiations with the first rated bidder will not be successful, the applicant who came second will be invited for negotiations. The resumption of negotiations with an applicant after negotiations have been broken off is not permissible.</p>
GCT 6.03	<p>An exchange of the personnel or key personnel who are firmly committed to the project after the bid has been submitted cannot be made in the contract negotiation without the approval of the PEA and KfW. An exchange of personnel can result in the bid being reassessed.</p>

Annex A
Terms of Reference (TOR)

See separate document

Annex B - 1

Sample Declaration of Association

Declaration of Association

Project (name and country):

Tender Ref./ Project ID:

We hereby declare our intent to associate with the following firms for the purpose of forming a *[insert here “joint venture” or “consortium”]*:

[Insert the names of the other association members here]

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

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

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

[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.5]

Annex B – 2

Sample Declaration on Affiliated Firms

Declaration on Affiliated Firms

Project (name and country):

Tender Ref./ Project ID:

We hereby declare that *[insert the name of the entity submitting the declaration]* is an independent consulting firm. We do not have any links, other than existing or future cooperation agreements in the field of *[insert the main field of the entity's work]*, with other firms which may be interested in the execution of the project.

Should we, or the association in which we are members, be awarded the contract, the entities with which we are affiliated, other than the associates or the sub-consultants for this assignment, shall not take part in the project in any other form or reveal information gained during the assignment concerned.

[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.5]

Annex B-3

Declaration of Undertaking

We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines¹.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of the country of Namibia.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the Client and KfW if this situation occurs at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the Client and/or KfW, the Client shall be entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

.....

(Place)

.....

(Date)

.....

(Name of company)

.....

(Signature(s))

¹ See "Guidelines for the Assignment of Consultants in Financial Cooperation with Partner Countries" and "Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries"

Annex B - 4

Financial Capacity Statement

Financial data	2 years before last year ⁱ EUR	Year before last year EUR	Last year EUR	Average ⁱⁱ EUR	This year EUR
Annual turnover ⁱⁱⁱ , excluding this contract					
Current Assets ^{iv}					
Current Liabilities ^v					

¹ Last year is the last accounting year for entity.

¹ Amounts entered in the 'Average' column shall be the mathematical average of the amounts entered in the three preceding columns of the same row.

¹ 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.

¹ 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.

¹ 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

Annex B - 5

Project Experience

Ref no:	Project title							
Name of legal entity (declaring consultant)	Project Country	Overall project value (EUR)*	Proportion carried out by the legal entity (%)*	Provided staff input (person months)	Name of client	Origin of funding	Dates (start/end)	Name of association 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.

Annex B - 6

List of Available Expertise and Human Resource Capacity

1. Access to Expertise Required for the Assignment

Complete the list below to demonstrate the extent to which you have access (internally / externally) to expertise required for this assignment / for the project team profiles described in GP 1.5.1. Include home-office project management / administration and back-stopping personnel. Include freelance personnel and sub-consultant staff, if applicable (see Declaration in Annexe I). Do not attach CVs as no detailed evaluation of candidates for the project team shall be carried out at the prequalification stage. The Applicant shall not present a potential project team. The focus is on access and availability to project relevant expertise. It is understood that prequalified Applicants are not required to include staff named below into the proposal.

Name	Project team profile / areas of required expertise as per GP / SP 1.5.1 ²	Education/ Degree	Years of Professional Experience	Relationship with / Years within the Applicant ³	Country/Regional Experience	Relevant Project References (Description of project-related experience)	Languages

² The project team profiles should be identical to the project team profiles listed in GP 1.5.1. The information provided in the “Education/Degree” and “Relevant Project References) should demonstrate that the expert’s core specialization is appropriate for the respective project profile.

³ For freelance experts (e.g. with retainer contracts or formal agreements) indicate “FE” and how long the expert has been associated with the Applicant. For sub-consultant staff indicate “Sub”. Staff from affiliated firms of the Applicant shall be considered as sub-consultant staff.

List of Available Expertise and Human Resource Capacity

2. Human Resource Capacity

Complete the list below to demonstrate the permanent staff available in the areas of expertise required in this assignment as described in GP / SP 1.5.1. The focus here is on the Applicants human resource capacity and breadth in relation to the required expert services.

Departments / Divisions in the firm relevant to the project team profile / areas of required expertise as per GP / SP 1.5.1	Staff		Total staff appropriate for the specialisation
	Permanent staff in the Applicants firm	Freelance staff	

Total staff number of the Applicant			
-------------------------------------	--	--	--

Please substantiate above statements with an organizational chart(s) of the firm or the relevant parts of the firm.

Annex C - 1

Presentation of Curricula Vitae

Proposed position in the project:

The comprehensive Curricula Vitae of the definitely assigned personnel shall be presented in the form as shown below (EU-Format):

1. Family name:
2. First names:
3. Date of birth:
4. Nationality:
5. Civil status:
6. Education:

Institution	
Date: from (month/year) to (month/year)	
Degree(s) or Diploma(s) obtained	

7. Language skills, mark 1 (worst) to 5 (best) for competence:

Language	Reading	Speaking	Writing

8. Membership of professional bodies:
9. Other skills:
10. Present position:
11. Years within the firm:
12. Key qualifications (relevant to the project):
13. Specific country experience:

Country	Date: from (month/year) to (month/year)

14. Professional experience record (projects):

Date: from - to (month/year)	
Location	
Company	
Position	
Description	

add more projects

...

15. Others (e.g. publications):

Annex C-2

Presentation of Staff Characteristics

The following data have to be indicated for the key experts proposed for the different posts. They have to be backed unambiguously by details in the CV. In case of contradictions found during evaluation, details of the CV prevail. Tables may be adjusted according to the proposal and to the number of proposed key staff.

Team leader

Criteria	Name	
Professional education related to project and post	degree(s)	
Professional experience, from first job after professional education	years	
Specific project-related experience. Similar project with similar tasks	N° of projects with > 1 year input	
Regional experience	countries	
Employment status with firm	years as employee	
In case of associate/retainer: accumulated years during short- or long-term assignments for the bidder	accumulated years	
Leadership experience (team leader, project manager)	N° of projects	

Professional Long-term Key Staff

Criteria	Name	NN 1	NN 2	NN 3
	Post / function			
Professional education related to project and post	degree(s)			
Professional experience, from first job after professional education	Years			
Specific project-related experience (acc. to post). Similar project with similar tasks	N° of projects with > six months input			
Regional experience	countries			
Employment status with firm	years as employee			
In case of associate/retainer: Accumulated years during short- or long-term assignments for the bidder	accumulated years			

Professional Short-term Key Staff

Criteria	Name	NN 1	NN 2	NN 3
	Post/Function			
Professional experience, from first job after professional education	years			
Specific project-related experience (acc. to post). Similar project with similar tasks.	N° of projects			
Experience in developing countries	countries			

Home Office Support (Backstopping)

Criteria	Name	
Professional Experience	years	
Regional Experience	countries	
Management Experience	years	
Years with firm	years	

Annex D
Model for Financial Proposal – Cost Break-down

SUMMARY	Amount (EUR)
1. – Foreign personnel	
2. – Allowances for foreign staff	
3. – Local personnel	
Sub-Total – Staff cost	
4. - Local transport	
5. – Project office	
6. – Reports and documents	
7. – International travel cost	
Sub-Total Logistics (transport, project office, reports and documents)	
8. - Equipment cost	
9. - Miscellaneous cost	
Total – Other cost	
Grand total	

1. Foreign personnel	Unit	Quantity	Unit Rate (EUR)	Amount (EUR)
1.1 Team Leader	month	...		
1.2 NN	month	...		
1.3 ...	month	...		
1.4 ...	month	...		
Sub-total Foreign personnel				
2. Allowance, accommodation, complementary travel cost for foreign personnel				
2.1 Allowance & Accommodation - Long-term staff	Month	...		
2.2 Allowance & Accommodation - Short-term staff	Month	...		
Sub-total Allowance and accommodation				
3. Local personnel (incl. allowances and accommodation)				
3.1 NN	Month	...		
3.2 ...	Month	...		
3.2 ...	Month	...		
Sub-total Local personnel				
4. Local transport				
4.1 Vehicle lease/rent or use of own vehicles	Month	...		
4.2 Vehicle O&M incl. driver, assurance, repairs	Month	...		
4.3 Other local transport (short-term, peak)	Day	...		
4.4 Local flights	Flight	...		
Sub-total Local transport				

5. Project office				
5.1 Office rent	Month	...		
5.2 Office operation	Month	...		
Sub-total Project office				
6. Reports and documents				
6.1 ... (Type of reports/documents to be stated)	rep./doc.	...		
6.2 ...	...	...
6.3 ...	...	...
6. ...	...	...
Sub-total Reports and documents				
7. International travel				
7.1 International return flights	Flight	...		
7.2 Complementary travel costs	Flight	...		
7.3 other international flights	Flight	...		
Sub-Total Int. flights - Reimbursable				
8. Equipment				
8.1 ..	...	...
8... other. equip. to be handed over/consumed	...	...
Sub-Total Total Equipment				
9. Miscellaneous and optional items/services				
9.1 ...	...	...
9... other miscellaneous items/services	...			
9... miscellaneous budget / contingencies	...	...
Sub-Total Total Miscellaneous items/services				
