

Request for Expression of Interest (REOI)

EOI Number: REOI35/10/20

**DESCRIPTION: Revitalisation of South
African mining ghost towns**

REOI CLOSING DATE: 6 November 2020

**VENUE: Industrial Development
Corporation of South Africa Limited
(IDC) Head Office,
19 Fredman Drive, Sandton**

**Agence Française de Développement
and
Industrial Development Corporation of South Africa
Limited**



1. **About Industrial Development Corporation of South Africa Limited (IDC)**

The Industrial Development Corporation of South Africa Limited (IDC) is South Africa's largest national development finance institution (DFI), whose primary objectives are to contribute to the generation of balanced, sustainable economic growth in Africa and to the economic empowerment of the South African population, thereby promoting the economic prosperity of all citizens. The IDC achieves this by promoting entrepreneurship through the building of competitive industries and enterprises based on sound business principles.

The IDC is embarking on a process to identify potential service providers with a proven track record in research to conduct revitalisation of South African mining ghost towns research and therefore invites responses to this request for expression of interest (REOI).

2. **Project Background**

The Industrial Development Corporation of South Africa Limited ("**IDC**") has received funding from Agence Française de Développement ("**AFD**") and intends to use part of these funds for some of the payments to be made under the following strategic research project: **Revitalisation of South African mining ghost towns.**

Eligibility criteria to AFD financing are specified in sub-clause 1.3 of the "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries", available online on AFD's website: <https://www.afd.fr/en/responding-bid-invitation>

The mining industry has influenced the South African landscape economically, spatially, socially and politically since the first diamond was discovered in 1866. Numerous towns in South Africa and the livelihoods of their populations are almost exclusively reliant on mining operations for their economic activity and survival.

The sustainability of these towns may be questionable should mining activity eventually decline, or terminate altogether, due to factors such as technical constraints, resource depletion, corporate-specific challenges, market developments, regulatory aspects, etc. It is, therefore, imperative that pre-emptive interventions be adopted by the relevant stakeholders to prevent them from becoming what is commonly known as "ghost towns" with highly detrimental socio-economic implications.

There is no single solution to mine closures. Any intervention requires a holistic and integrated response to the situation. Evidence of best practice and lessons learnt are beginning to show what works and what does not. What is becoming very clear is that the social and economic dimensions are increasingly being recognised as critical to the transformation of mines and mining towns into new opportunities post-closure. These socio-economic issues are challenging to address as they deal with human perceptions, hopes and expectations, as well as fundamental matters of skills, jobs, local beneficiation and sustained quality of life.

Timely planning for mine closures is, therefore, an important process that companies and towns alike ought to undertake early in the life of a mine, in order to avoid negative environmental, health and socio-economic legacies. Mine closure planning should be linked with planning frameworks of local governments, such as integrated development plans (IDPs), local economic development (LED) plans and spatial development frameworks (SDFs), so that they are compatible with associated developmental initiatives.

2.1 Objectives:

The principal objective of the assessment is to identify economic opportunities, existing or potential, in the Ba-Phalaborwa as well as Carolina areas that could support the local economies in reducing their reliance on mining operations for their survival.

The assessment should comprise:

- A strategic economic and socio-economic assessment of each of the selected towns;
- Comprehensive analyses of their key economic sectors (mining activity being the principal economic activity);
- Review of current and future South African regulations directly or indirectly related to coal mine closures (energy shifting, climate policy, depollution and ecological restoration, urban renewal, social protection, employment services, professional training, etc.) and a just energy transition;
- Conduct a gap analysis against international standards and best practices where relevant (regarding land and environmental remediation, for instance).
- The skills and labour profiles and dynamics in the respective regions, and an identification of the types of industries which could support the existing labour complement;
- A long-term environmental risk assessment of the mining activities in these towns;
- A review of what has been done on previous and ongoing mining closures;

- Identification of the opportunities presented by or potentially emerging from various projects being rolled out or planned to be undertaken by mining operations and/or local government in these areas.

3. Project scope

The bidder is expected to conduct the assessments at the bare minimum required to cover the areas listed below:

- Comprehensive socio-economic assessment of the selected towns;
- Demographic analysis of the selected towns and long-term implications;
- Detailed review of current and future South African regulations directly or indirectly related to coal mine closures and the just energy transition;
- A gap analysis against international standards and best practices where relevant (regarding land and environmental remediation, for instance);
- Skills and labour dynamics in the region, with the aim of identifying the industries which the existing labour complement support;
- Sectoral analysis of the districts in which the towns are located;
- Identify the key emerging growth sectors in the respective regions and their relationship to primary mining activity therein;
- The extent of financialisation in the respective regions, through the evolution of funding of economic activity in the district where the towns are located;
- Gap-analyses and challenges for broadscale industrialisation in the town;
- Existing environmental legacy liabilities and risk management strategies that have been implemented;
- Establishing the lifecycle of the various projects undertaken by both the municipality and respective mines;
- Creation of a matrices/databases of project funding requirements and potential opportunities for development financing.

4. The outputs and deliverables

The bidder should deliver the following reports during the project.

Inception report detailing the overall approach, methodology and expected timeframes in which each phase of the project activities will be completed.

Situational analysis reports, covering at least the following areas:

- Comprehensive strategic economic and socio-economic assessments of the selected towns, providing insights into the main economic activities. This will include highlighting the towns' comparative/competitive/relative strengths on a

regional (provincial and/or national) basis, as well as identifying the factors that compromise their economic attractiveness;

- Demographic analyses of the towns and of the long-term implications of their respective demographic trends, elaborating on the underlying reasons for the changes observed in recent years;
- Review of current and future South African regulations directly or indirectly related to coal mine closures (energy shifting, climate policy, depollution and ecological restoration, urban renewal, social protection, employment services, professional training, etc.) and an energy transition;
- A gap analysis against international standards and best practices on regulations where relevant (regarding land and environmental remediation, for instance);
- Analyses of the skills and labour profiles and dynamics of the respective regions, with the aim of identifying the industries that the existing labour complement could support;
- Assessments of the economic profiles, covering both the formal and informal segments, of the towns under consideration with specific reference to a comprehensive sector analysis, identified opportunities to be exploited within the existing and potential sectors and trade and business activity assessment and analysis;
- Identification of the key emerging growth sectors in the towns and their relationship to primary mining activity in the respective regions; and
- The extent of financialisation in the respective regions and the evolution of funding of economic activity in the district where the towns are located, including the sources of funding and the accessibility of such funding.

Turnaround strategy plans, covering at least the following areas:

- Undertaking of gap-analyses and assessments of the challenges for broad-scale industrialisation in the towns and peripheral areas under consideration;
- Identifying the existing environmental legacy liabilities and risk management strategies that have been implemented;
- Establishing the lifecycle of the various projects being or planned to be undertaken by the respective provincial and municipal governments as well as mining entities. Such analyses must include the LED projects identified within and outside of municipal LED strategies' foci and aligned with the surrounding mines' Social Labour Plans' (SLPs) objectives and resources. Specific aspects to be covered include:
 - Establishing the specific stages of the projects in relation to the respective project pipelines;

- Ascertaining the challenges being faced, or that are likely to emerge;
 - Identifying the projects' key success factors and how these could be achieved / secured;
 - Ascertaining the projects' funding requirements and identifying their current funders;
 - Identifying interventions for addressing existing as well as anticipated challenges;
 - Developing evaluation criteria, informed by potential funding packages and other forms of business support within the programmes that could be earmarked for these projects;
 - Identifying enterprise development and other business support needs; and
 - Determining the associated skills development and training requirements.
- Determining, by means of direct engagements with large businesses operating in the respective regions (especially but not exclusively mining entities):
 - Potential future investments;
 - The institutional structures and collaboration agreements established between the private and public sectors.
 - Creating matrices/databases of project funding requirements and potential opportunities for development financing.

The final report must provide a coherent and practically implementable programme of action to stimulate the revitalisation of the selected mining towns.

The Project is estimated to require 130 expert man-days (1040 expert manhours) over a period of seven (7) months.

5. Expected methodology for case studies of the towns under consideration

The bidder is expected to clearly stipulate the approach and provide a step-by-step explanation of the proposed process to reach the end results as per the stipulated requirements, taking into account methodologies utilised in international studies, amongst others Managing Coal Mine Closure: Achieving a Just Transition for all, World Bank and Guidelines for a just transition towards environmentally sustainable economies and societies for all, ILO.

It is also imperative that the bidder elaborate on the reasons for selecting such a methodology, outline the positive and negative aspects potentially associated with such a methodology, as well as identify possible risk factors.

The selected research techniques or approaches must ensure the highest possible participation rate by key stakeholders. The bidder must undertake effective consultations with key stakeholders located, operating and/or involved in the selected towns, including but not limited to private sector entities (including industry associations), LED technical task teams, regional public sector stakeholders, civic organisations, and communities.

6. Expertise required

The bidder must possess wide experience and deep knowledge of rural economic development matters, skills assessment at community level, community engagement facilitation, value chain analysis of mining sub-sectors, project management skills, experience in sustainable development and territorial public policies, social protection and/or employment policies and coal mine closure and area regeneration.

The team leader should have a minimum of five (5) years proven track record and experience in research, conducting business viability and due diligence for business risk assessments, developing business planning and enterprise turnaround strategies, rural economic development, as well as economic sectors (primary, secondary and tertiary sectors) related knowledge. A post-graduate academic qualification in Economics and/or Business Management and/or Project management would be an added advantage.

The core team must demonstrate capacity, capabilities and a minimum of five (5) years of proven track record and experience in research, conducting business viability and due diligence for business risk assessments, developing business planning and enterprise turnaround strategies, rural economic development, as well as economic sectors (primary, secondary and tertiary sectors) related knowledge. The core team should also demonstrate robust knowledge of industrial policy and development financing matters, and must exhibit strong stakeholder mobilisation and management capabilities, including mediation should conflicting viewpoints emerge.

7. Monitoring, management & evaluation of the technical assistance

The consultant(s) is expected to propose deliverables at each step of the assignment. For instance, it might be an assessment report, a methodological note to describe the support he will provide to the team, action-plan, recommendations, end-of-assignment report.

The consultant must provide a detailed proposal including timelines of the approach to be used to carry out the scope of work outlined above and clearly demonstrate how each deliverable will be achieved. The consultant must include key guidelines to be followed during the process, timelines, data, and information requirements to facilitate the model validation process.

8. Selection of prequalified respondents

8.1. The purpose of this REOI is to establish a shortlist of not more than **six (6)** Prequalified Respondents for the subsequent Request for Proposal (RFP) and to invite technical and financial proposals from these Respondents.

9. Completeness & Responsiveness Assessment

9.1. Information submitted by Respondents will first be assessed for completeness and responsiveness. IDC shall reject any information that is not substantially responsive to the requirements of this REOI document.

9.2. Any information lacking any Statement or Declaration (as applicable) will be considered incomplete and rejected.

9.3. Any Information submitted will not be considered substantially responsive if it fails to present at least one reference for each of the following criteria. Any additional reference in each field of expertise will increase the score of the Respondent.

9.4. Only Respondents who present at least **one (1)** reference for each of the below criteria 1 to 3 will be considered for shortlisting as Prequalified Respondents. Among these, IDC will shortlist a maximum of **six (6)** service providers, to whom the Request for Proposals to carry out the services shall be sent.

9.5. Disqualified Respondents will be informed accordingly by email to the authorized representative of the Respondent.

Technical Criteria	Scoring
<p>Criterion 1: The bidder must demonstrate relevant experience and knowledge in the following areas:</p> <ul style="list-style-type: none"> ○ skills assessment at community level; ○ value chain analysis; ○ sustainable development and territorial public policies; ○ social protection and/or employment policies; and ○ impact assessment of coal mine closures. 	40
<p>Criterion 2: The bidder must demonstrate capacity and capabilities to be able to provide:</p> <ul style="list-style-type: none"> ○ research findings; ○ business viability and due diligence for business risk assessments; ○ business planning and enterprise turnaround strategies; ○ rural economic development strategies; ○ sectoral development strategies (primary, secondary and tertiary sectors) related knowledge; and ○ strategic economic development. 	45

Criterion 3: The bidder's core team should demonstrate robust knowledge of industrial policy and development financing matters and must exhibit strong stakeholder mobilisation and management capabilities. The team members must have a minimum of five years experience per team member.	15
<u>Overall Technical Score available</u>	100

10. Submission of Information

- 10.1. REOI responses must be submitted in electronic format only and must be e-mailed to the dedicated e-mail address as provided herein.
- 10.2. REOI responses should be in generally acceptable / standard electronic file format/s (i.e. Microsoft suite of products or pdf) to enable access thereto by the IDC for purposes of evaluating responses received. Where documents are presented in a format which cannot be accessed by the IDC through generally acceptable formats, such bid response will be disqualified.
- The closing date for the submission of REOI is **6 November 2020** not later than **11:00 AM** (before midday). No late REOI will be considered. REOI must only be sent to tenders@idc.co.za. REOI's sent to any other email address other than the one specified herein will be disqualified and will not be considered for evaluation. It is the bidder's responsibility to ensure that the bid is sent to the correct email address and that this is received by the IDC before the closing date and time in IDC's dedicated tender e-mail inbox / address (tenders@idc.co.za).
- 10.3. Bidders are advised to submit / send its REOI responses at least 30 minutes before the 11: 00am deadline to avoid any Information Technology (IT) network congestions or technical challenges in this regard which may result in bid responses being received late. IDC's e-mail servers are configured to receive e-mails with sizes up to 50MB.
- 10.4. The IDC will not be held responsible for any of the following:
- 10.4.1 Responses sent to the incorrect email address;
 - 10.4.2 Responses being inaccessible due to non-standard electronic file formats being utilised to submit responses by bidders;
 - 10.4.3 Any security breaches and unlawful interception of tender / bid responses by third parties outside the IDC's IT network domain;
 - 10.4.4 Responses received late due to any IT network related congestions and/or technical challenges; and
 - 10.4.5 Responses with file size limits greater than IDC's e-mail receipt capacity of 50MB.

- 10.5. Only responses received via the specified email address will be considered.
- 10.6. Where a complete (Inclusive of all Schedules) bid response is not received by the IDC in its electronic email tender box (tenders@idc.co.za) by the closing date and time, such a response will be regarded as incomplete and late. Such late and / or incomplete bid will be disqualified. **It is the IDC's policy not to consider late responses for tender evaluation.**
- 10.7. Amended responses may be sent to the electronic tender box (tenders@idc.co.za) marked "Amendment to bid" and should be received by the IDC before the closing date and time of the REOI.

11. Preparation of Bid Response

- 11.1. All the documentation submitted in response to this REOI must be in English.
- 11.2. The bidder is responsible for all the costs that it shall incur related to the preparation and submission of the bid document.
- 11.3. Responses submitted by bidders which are or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
- 11.4. The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by IDC in regard to anything arising from the fact that pages of a bid are missing or duplicated.
- 11.5. Bidder's tax affairs with SARS must be in order (tax compliant status) and bidders must provide written confirmation to this effect as part of their tender response.

12. Response Format

Respondents shall submit their Information in accordance with the format specified below (**each schedule must be clearly marked**). All the documentation submitted in Information must be in English.

Consultants are free to form JVs or associate themselves with other firms or independent experts to ensure that all required know-how, expertise and experience are available to them.

13. Cover Page

The cover page must clearly indicate the REOI reference number, REOI description and the company's name including any potential JV members and Sub-Consultants as well as contact details for an authorized representative of the Respondent).

14. Presentation of Respondent

Maximum 10 pages, inclusive of clear statements of type, property business scope, previous international experience of the Consultant and/or associated partners (if applicable).

15. Statements and Declarations

- A Power of Attorney authorizing the representative of the Respondent to submit the Information on behalf of the Respondent. If the Respondent is a Joint Venture,
 - the Power of Attorney shall be provided by the Lead Consultant nominated in the JV agreement or in the declarations of association, and
 - a Power of Attorney by all JV members / associated partners authorizing the representative of the Lead Consultant shall be provided.
- In case of a JV / association – a Declaration of Association clearly indicating the intended contractual arrangement with other firms or individual consultants and nominating the lead Consultant and including letters of intent of participating firms. In the absence of this document, the other members will be considered as subconsultants. Experiences and qualifications of subconsultants are not taken into account in the evaluation of the applications.
- A signed version of the Statement of Integrity, **Eligibility, Environmental, and Social Responsibility (see Appendix 1)**.
- List of project references presented in the Format provided in **Appendix 2** covering the last **five (5) years** only and strictly related to the envisaged services.

The preparation and the submission of the Information is the responsibility of the Respondent and no relief or consideration shall be given for errors and omissions. Information not providing the necessary content above shall be deemed incomplete and rejected.

16. No Liability of IDC

Respondents should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by IDC regarding anything arising from the fact that pages are missing or duplicated.

17. IDC'S Rights

17.1. IDC reserves the right to reject any responses submitted which is incomplete or which fails to meet the specified requirements as called for under this REOI.

- 17.2. The subsequent RFP process may include the acceptance and signing of a Non-Disclosure Agreement (NDA) by all invited Respondents to protect sensitive and confidential information, which the IDC may share with such respondents.
- 17.3. The IDC reserves the right to clarify any aspect of information provided / submitted with respondents to this REOI.

18. Request For Proposal

The subsequent RFP will be conducted on IDC's standard terms and conditions in compliance with the applicable AFD Guidelines. The final award selection for all proposals passing the functionality threshold will be made through a combination of the achieved financial score and the BEE ("Black Economic Empowerment") score in accordance with the relevant South Africa's National Treasury legislations and IDC's Procurement Policy.

19. Enquiries

All communication and attempts to solicit information of any kind relative to this REOI should be sent by email to:

Name: Joseph Phiri
Email address: josephp@idc.co.za

Enquiries in relation to this REOI will not be entertained after **30 October 2020, 16h00**

- The enquiries will be consolidated and IDC will issue one response and such response will be posted, within two days after the last day of enquiries, onto the IDC website (www.idc.co.za) under tenders i.e. next to the same REOI document as well as in the AFD website (<https://afd.dgmarket.com/>).
- The IDC may respond to any enquiry in its absolute discretion and the Respondent acknowledges that it will have no claim against the IDC on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

All dates and times in this REOI are based on South African Standard Time (GMT+2). The dates and times stipulated in this REOI are subject to change at the IDC's sole discretion. Any such changes will be communicated by the IDC to service providers using the same channel used to publish this REOI. These dates and times do not create an obligation on the part of the IDC to take any action or create any right for a service provider to demand that the IDC executes a certain action on a specific date at a certain time.

**APPENDIX 1 to The Request for Expressions of Interest
(To be submitted with the application, signed and unaltered)**

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference of the bid or proposal _____ (the "**Contract**")

To: _____ (the "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions, which are set out in the Financing Agreement, which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been:
 - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 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 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 our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

- 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
- 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
 - 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 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 Contracting Authority;
 - 3.5 In the case of procurement of goods, works or plants:
 - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - b) 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 to compete in a procurement 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 Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
 - 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of

any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
 - 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
 - 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
 - 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____

Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

APPENDIX 2: Reference Project format

Ref no : 1	Project title						
Name of legal entity (declaring consultant)	Project Country	Overall project value (ZAR)*	Proportion carried out by the legal entity (%)*	Name of client	Industry / Sector in which client operates	Project Dates (start and 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	
Describe the project background, objectives and main activities rendered hereunder:						Name of Client: Address of Client: Contact Person: Telephone number: Email-Address:	

Ref no : 2	Project title						
Name of legal entity (declaring consultant)	Project Country	Overall project value (ZAR)*	Proportion carried out by the legal entity (%)*	Name of client	Industry / Sector in which client operates	Project Dates (start and 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	
Describe the project background, objectives and main activities rendered hereunder :						Name of Client: Address of Client: Contact Person: Telephone number: Email-Address:	

Ref no : 3	Project title						
Name of legal entity (declaring consultant)	Project Country	Overall project value (ZAR)*	Proportion carried out by the legal entity (%)*	Name of client	Industry / Sector in which client operates	Project Dates (start and 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	
Describe the project background, objectives and main activities rendered hereunder:						Name of Client: Address of Client: Contact Person: Telephone number: Email-Address:	

Ref no : 4	Project title						
Name of legal entity (declaring consultant)	Project Country	Overall project value (ZAR)*	Proportion carried out by the legal entity (%)*	Name of client	Industry / Sector in which client operates	Project Dates (start and 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	
Describe the project background, objectives and main activities rendered hereunder :						Name of Client: Address of Client: Contact Person: Telephone number: Email-Address:	

Ref no : 5	Project title						
Name of legal entity (declaring consultant)	Project Country	Overall project value (ZAR)*	Proportion carried out by the legal entity (%)*	Name of client	Industry / Sector in which client operates	Project Dates (start and 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	
Describe the project background, objectives and main activities rendered hereunder :						Name of Client: Address of Client: Contact Person: Telephone number: Email-Address:	

Further Instructions to Reference Project template:

- * 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. In case the project cost is not denominated in ZAR, the relevant figures shall be converted into ZAR.

APPENDIX 3: List of Available Personnel Structure

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. Include home-office project management / administration and backs-stopping personnel. Include freelance personnel and sub-consultant staff, if applicable. Do not attach CVs as no detailed evaluation of candidates for the project team shall be carried out at this REOI stage. The Respondent shall demonstrate the depth of their own capacity by naming potential candidates for the project team. The focus is on access and availability to project relevant in-house expertise. While it is understood that prequalified Respondents are not required to include staff named below into the proposal during the RFP process, it is expected that the level of in-house expertise in the proposal is consistent with the level demonstrated in this REOI.

Name	Years of Professional Experience in similar projects and project management	Years of Experience research findings	Relationship with the Respondent*	Country/Regional Experience	Relevant Project References (Description of project-related experience)	Project Cost

*For freelance experts (e.g. with retainer contracts or formal agreements) indicate “FE” and how long the expert has been associated with the Respondent. For sub-consultant staff indicate “Sub”. Staff from affiliated firms of the Respondent shall be considered as sub-consultant staff. If no acronym is indicated, it is assumed that the staff is permanently employed by the Respondent.