

German Financial Cooperation with India

Project: *Energy Efficient Housing Programme of the State Bank of India (SBI) in India*

Prequalification

for

Consulting Services

Employer: State Bank of India

June 2021

BMZ.: 2019 68 692

SECTION I – GENERAL PROVISIONS (GP)

1. General

1.1 SCOPE OF APPLICATIONS AND DEFINITIONS

- 1.1.1 In connection with the Invitation for Prequalification indicated in Section II, Specific Provisions (**SP**), the Employer, as defined in the **SP**, issues this Prequalification Document (“Prequalification Document”) to prospective applicants (“Applicants”) interested in submitting applications (“Applications”) for prequalification to bid for the assignment described in SP 1.4.1.
- 1.1.2 The Employer as indicated in the **SP** has applied for or received financing (hereinafter called “funds”) from KfW Development Bank (hereinafter called “KfW”) towards the cost of the project named in the **SP**. The Employer intends to apply a portion of the funds to eligible payments under the Contract(s) resulting from the procurement process.
- 1.1.3 The following definitions apply:
- (a) “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **SP**, as they may be issued and in force from time to time.
 - (c) “Applicant(s)” means an entity or an association of entities (JV) that submits a set of documents as specified hereunder for being prequalified to submit a Proposal.
 - (d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer under a Contract. The term “Consultant” and “Applicant” are used in this document interchangeably.
 - (e) “Contract” means a legally binding written agreement signed between the Employer and the Consultant.
 - (f) “Day” means a calendar day.
 - (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by KfW in case of an agency Contract¹.
 - (h) “Government” means the government of the Employer’s country.
 - (i) “Guidelines” means Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting

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

Services in Financial Cooperation with Partner Countries available at www.kfw-entwicklungsbank.de.

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

1.2 SELECTION OF THE CONSULTANT AND PREQUALIFICA- TION PROCEDURE

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

1.3 SANCTIONABLE PRACTICE

- 1.3.1 KfW requires compliance with its policy in regard to Sanctionable Practice as defined and set forth in Section V.
- 1.3.2 In further pursuance of this policy, Applicants shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to the procurement process and Contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

**1.4
ELIGIBLE
APPLICANTS**

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

**1.5
CONFLICT OF
INTEREST**

- 1.5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 1.5.2 Applicants shall be disqualified if they:

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

1.5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6 REQUESTED SERVICES

1.6.1 A brief description of the requested consulting Services is presented in the **SP**.

2. Contents and Preparation of the Application

2.1 PREQUALIFICATION DOCUMENT AND COMMUNICATION

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

Section I - General Provisions (GP);

Section II - Special Provisions (SP);

Section III - Application Forms:

Form 1: Declaration of Undertaking;

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

Form 3: Sample Declaration of Association;

Form 4: Financial Capacity Statement;

Form 5: Project Experience;

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

Section IV - KfW Eligibility Criteria;

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

Section VI - Terms of Reference for Consultancy Services

2.1.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the Prequalification Documents, responses to requests for clarification, or Addenda in accordance with GP 2.6. In case of any discrepancies, documents issued directly by the Employer shall prevail.

2.1.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Documents and to furnish with its Application all information or documentation as is required by the Prequalification Documents.

2.1.4 The Application, as well as all correspondence and documents relating to the Application exchanged between the Applicant and the Employer shall be in the language of this document. Any official documents presented in a different language shall be accompanied by a certified translation into the language of this document. The Employer reserves the right to verify the translation. In case of discrepancies the original document shall prevail.

2.1.5 All communication between the Employer and Applicants shall take place in writing. For the purposes of the Prequalification Document in writing shall mean communicated in written form (for example by post, e-mail or facsimile) and delivered with proof of receipt.

2.2 DOCUMENTS COMPRISING THE APPLICATION

2.2.1 The Application submitted by the Applicant shall comprise the following:

(a) Application Letter, indicating the Applicant's name, address, telephone, fax and email. If the Applicant is a JV, the Application Letter shall also describe the form of association and list the JV members.

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

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

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

2.3 COST OF APPLICATION

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

2.4 SIGNING OF THE APPLICATION AND THE NUMBER OF COPIES

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

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

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

2.5 CLARIFICATION OF PREQUALIFICA- TION DOCUMENT

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

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

2.6 AMENDMENT OF PREQUALIFICA- TION DOCUMENT

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

2.6.2 Any Amendment issued shall be part of the Prequalification Document and shall be communicated immediately in writing to all

prospective Applicants who have obtained the Prequalification Document from the Employer.

- 2.6.3 To give Applicants reasonable time to take an Amendment into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with GP 3.2.2.

3. Submission of Applications

3.1 SEALING AND IDENTIFICATION OF APPLICATIONS

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

3.2 DEADLINE FOR SUBMISSION OF APPLICATIONS, DOWNLOAD IN CASE OF ELECTRONIC SUBMISSION

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

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

4. Evaluation-Process of the Prequalification Documents

4.1 CONFIDENTIALITY

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

4.2 EVALUATION

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

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

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

4.2.4. The Employer shall reject an Application if,

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

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

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

4.3 EMPLOYER'S RIGHT TO ACCEPT OR REJECT APPLICATIONS

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

4.3.2 The Employer is not bound to select any Application.

4.4 NOTIFICATION OF PREQUALIFICA- TION AND PUBLICATION

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

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

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

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

4.5 REQUEST FOR PROPOSAL

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

SECTION II – SPECIAL PROVISIONS (SP)

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

1.1.1 EMPLOYER

The Employer is the State Bank of India.

The project name and reference number are Energy Efficient Housing Programme of the State Bank of India (SBI) in India; BMZ Reference No: 2019 68 692

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

1.2.1 SELECTION OF THE CONSULTANT

The Consultants shall be selected in accordance with the two-stage international competitive bidding procedure.

exficon GmbH is assisting the evaluation commission as tender agent.

1.6.1 REQUESTED SERVICES

The following Services requested under this assignment are as follows:

Objectives of the Assignment

The Consultant shall support SBI in the introduction of the credit program for energy-efficient (EE) Housing – taking into account increased challenges in the housing market imposed by the COVID 19 pandemic –, in the strengthening of the required capacities in SBI and with key stakeholders and in establishing the promotion of EE housing in India. The tasks of the Consultant should support the achievement of the following Programme objectives, however, they are not necessarily limited to these:

1. SBI staff and other relevant stakeholders (e.g. builders, private households, Lenders Independent Engineers [LIE] and energy auditors) are well informed about the applicable framework for promotion of energy efficiency in the housing sector as specified by the Central Government, State Government & Enterprises operating under the jurisdiction of State Government, specific benefits and costs, as well as environmental impact associated with energy efficiency measures in residential buildings. This shall be achieved, inter alia, through booklets/training material/manual, seminars & lectures and a comprehensive marketing concept including publication of project progress/project results, flyers and information on SBI's Webpage.
2. SBI has the required expertise to review projects in due diligence process in its portfolio as well as the housing market to identify suitable EE-projects, thereby verifying the calculation of energy savings and assessing associated risks of such projects. SBI has and applies an

efficient system to manage and validate Builder Finance projects as well as Mortgage/Home Loans.

3. SBI structured and implemented the Investment Grant Component in an efficient and effective manner and therefore achieved higher level of energy savings by this Programme and stimulated a stronger utilization of energy efficient building technologies in the market.
4. SBI and relevant stakeholders, e.g. BEE, are put in the position to efficiently and effectively communicate with each other and exchange experiences on their respective EE-portfolios to feed on-going incentives and projects with new insights in order to establish a promotional system for EE residential buildings.
5. SBI fulfils its reporting obligations towards KfW and communicates Programme progress to relevant stakeholders and the public. Thereby, SBI has processes and tools in place to conduct this in a proficient manner.

The duties of the consultant shall lead towards achieving the objectives as outlined above.

The following tasks, broken down into several work packages as defined below, should be conducted for the completion of the assignment:

Work Package 1: Design, Development and Delivery of Marketing measures, Capacity Development & Training Modules:

- Design and execution of capacity building measures for SBI staff, developers and home buyers;
- Marketing and Awareness related to the program, including workshops, awareness programs and coordination among all stakeholders (including BEE, builder associations, etc.) comprising the establishment of a process for continuous exchange of experiences with BEE;
- Preparing marketing material, and providing updates on energy efficiency in the housing sector (throughout the engagement period)

Work Package 2: Project Management and Implementation:

- Particularly selection of a method of evaluating technical eligibility (i.e. energy savings - including benchmark tool to be used) under the program, and verifying whether measures proposed/ applied are sufficient to meet the required energy savings;
- Checking project level eligibility under this Program during loan appraisal and verifying the same on completion of the residential building project (for loan as well as Investment Grant disbursement);
- Calculation of eligible amount under investment grant;
- Calculation of CO₂ savings under the program (including configuration of the CO₂ calculation tool)
- Organisational and procedural embedding of EE portfolio management in client's surroundings, including preparation of technical reference manuals / checklists for procedures, etc.

Work Package 3: Evaluation of Environmental and Social impact:

- Classification of projects based on environmental and social risks involved and evaluating whether impact assessment is required;
- Supporting the ESMS consultant, who is responsible for implementing an ESMS system for Solar and EE-Housing projects by providing Program-related inputs.

Work Package 4: Administrative support:

- Set-up of reporting system for the program
- Support in compiling and validating withdrawal requests towards KfW.

While the above mentioned Work packages contain tasks which need to be carried out over the entire period of the assignment, SBI will require support in instant commencement of action (“quick start”) with regards to reaching the overall objectives. To this end, the appointed Consultant shall provide assessment report on “**Market Potential for Energy Efficient Housing**” within 6 months of its appointment, and this report shall include inter-alia the following tasks:

- assessment of market potential for Energy Efficient Housing considering the effects of the COVID 19 pandemic on the housing market
- rough screening of existing pipeline of SBI for housing projects with significant potential to become eligible
- if deemed necessary list of recommendations for adaption of programme due to the findings from market analysis/pipeline screening.

The Consultant is expected to mobilize the team by November 2021 and commence services shortly thereafter for a duration of up to 3 years.

Consultants are free to form consortia between international and local firms in order to optimize access to best-suited personnel resources required for this assignment.

2.2.1 DOCUMENTS COMPRISING THE APPLICATION**2.2.1(d)(VI) Project References:**

Kindly note that Project References shall be made using the template provided as Form 5. Not more than 15 reference projects shall be provided.

2.4 SIGNING OF THE APPLICATION AND THE NUMBER OF COPIES**2.4.1** No hard copies shall be submitted.

Consultants are asked to nominate one dedicated contact person (name, email address and phone number). The nomination shall be sent to the Tender Agent via email (tender@exficon.de) latest seven (7) days prior to expiry of the deadline. The data shall be used to set up an e-procurement system for this tender submission. The operator of the KfW-approved e-procurement system, exficon GmbH, Frankfurt am Main, will revert to the persons authorized for electronic submission with an invitation email containing the access link to the system. It is recommended to log in after receipt to make sure that there are no technical difficulties.

Detailed information and a step-by-step description of the upload procedure can be downloaded here: <https://exficon.de/tad/e-procurement/>.

2.4.2 Not applicable

2.4.3 Not applicable

2.5 CLARIFICATION OF PREQUALIFICATION DOCUMENT

2.5.1 The address for any clarifications regarding this application is as follows:
exficon GmbH, tender agency desk: tender@exficon.de

If any clarification on the call for consultants proves necessary, the answers will be communicated simultaneously in writing to all consultants.

The deadline for submission of requests for clarification by Applicants is twenty-two (22) days prior to the submission date as per SP 3.1.1

2.5.2 Responses to the requests for clarifications submitted by Applicants shall be distributed by email to all Applicants not later than fifteen (15) Days prior to the deadline for the submission of Application in accordance with GP 3.2.1.

3. SUBMISSION OF APPLICATIONS

3.1.1 Not applicable

3.2.1 The Application must be submitted at or before **Monday, August 9, 2021 at 12.30 pm Central European Time (CET) corresponding to 4 pm, Indian Standard Time (IST)**. Timely submission means that the file must be successfully uploaded by the deadline. Bidders are requested to limit the number of files for upload to a maximum of 5 (five) files.

Please note that no physical delivery shall be made (no hard copies are to be submitted).

Various timelines mentioned in this prequalification document are summarized in the following table:

No.	Event	Timeline
1.	Publication date of this prequalification on GTAI & SBI website and other local / regional / digital media	Date: June 30, 2021
2.	Last date and time for receipt of written Clarification from Applicants	Date: July 19, 2021 Time: 12:30 pm CET (4:00 pm IST)
3.	Last date and time for Employer to reply on Clarifications	Date: July 26, 2021 Time: 12:30 pm CET (4:00 pm IST)
4.	Applicants to nominate dedicated contact person for upload (see 2.4.1)	Date: August 2, 2021 Time: 12:30 pm CET (4:00 pm IST)
5.	Deadline of receipt of EOI by the Employer	Date: August 9, 2021 Time: 12:30 pm CET (4:00 pm IST)

3.2.4 Not applicable

3.2.6 EVALUATION COMMITTEE

The evaluation committee will comprise of senior officials of the State Bank of India (SBI). An evaluation report prepared by the tender agent in coordination with SBI will be submitted to the evaluation committee for their approval.

4.2 EVALUATION

4.2.1 The Applicant shall demonstrate the following financial capabilities:

Criterion	Requirement	Single Entity	Joint Venture			Submission Requirements
			All Parties Combined	Each Party	One Party	
Turnover annually	Minimum average annual Turnover in the last three years (2018, 2019 and 2020) shall be EUR 1 million	Must meet req.	Must meet req.	Must meet Forty percent (40%) of the requirement	N/A	GP 2.2.1. d) V / Form 4
<i>Liquidity in the past 3 years (per year)</i>	Current ratio: Current Assets/Current Liabilities > 1.05	Must meet req.	Must meet req.	Must meet req.	N/A	GP 2.2.1. d) V / Form 4
<i>Net Worth in last 3 years</i>	Net Worth : Non-Negative in each year	Must meet req.	Must meet req.	Must meet req.	N/A	GP 2.2.1. d) V / Form 4

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

Qualification criteria	Scoring Range
1. Applicant's Experience	50
1.1 Experience in implementing similar projects (up to 3 points per project) To demonstrate experience in implementing similar projects, Applicants will submit project references in accordance with GP 2.2.1(d)(VI) / Section III Form 5. Project references will be considered "similar" and will be evaluated only if they satisfy the following minimum requirements: (a) All references must demonstrate that the Applicant has experience with at least all of the required types of services listed in Work Package 1 to 3 in SP 1.6.1 (Design, Development and Delivery of Marketing measures, Capacity Development & Training Modules; Project management and implementation of similar EE programs; Evaluation of environmental and social impact of such projects, etc). Experience in Work Package 4 (i.e. administrative support will be a plus;	30

<p>(b) At least two references (defined here as “key references”) must demonstrate that the Applicant has experience in interpreting building technical details for checking eligibility of required energy savings;</p> <p><u>(c) 50% of the reference projects must have a minimum project value above 300,000 EURO</u></p> <p>(d) The Applicant may submit both completed and ongoing projects as reference projects. However, for the purpose of scoring, the completed projects will be considered.</p>	
<p>1.2 Experience with projects in developing and/or transition countries (up to 2.5 points per project) in the energy sector.</p> <p>Applicants must present a minimum of 2 such projects in the energy efficient building sector in India. (For instance, experience with ECBC-C projects, green building certification, etc.); <i>if the applicant fails to provide at least two such references, no points will be awarded under qualification criterion 1.2.</i></p> <p>This sub-criterion is evaluated on the basis of the project references submitted in accordance with GP 2.2.1(d)(VI). Please note that 50% of the suitable reference projects must have a minimum duration of 1 years.</p>	20
<p>2. Applicant’s Capabilities</p>	45
<p>2.1 Qualitative assessment of the Applicant’s available Expertise</p> <p>Qualitative assessment of the Applicant’s available expertise as specified in Section III Form 6 (1):</p> <ul style="list-style-type: none"> • At least one candidate per expertise profile is mandatory. • To prove that the Applicant has access to alternative candidates for each role, they are requested to present at one “first candidate” (deemed most suitable) and several “alternative candidates”. In addition, Applicants are requested to present suitable candidates for the pool of trainers proving their access to a sufficiently large number of potential staff. • Scoring: up to 5 points for every “first candidate” • Scoring: up to 5 points for the pool of trainers <p>To demonstrate that they have access to the expertise required to implement the assignment, Applicants will submit the List of Available Expertise in accordance with GP 2.2.1(d)(VII) / Section III Form 6 (1). Each of the candidates listed shall satisfy the minimum qualifications towards the respective expertise profile set out in section III Form 6 (1). The composition of the expert pool for the trainers is at the discretion of the Applicant.</p>	25
<p>2.2 Quantitative assessment of the Applicant’s Human Resource Capacity. The extent to which the Applicant has access to personnel appropriate for the tasks described in GP 1.6. This sub-criterion is evaluated on the basis of the List of Available Expertise in accordance with GP 2.2.1(d)(VII) / Section III Form 6 (1) and the List submitted in accordance with GP 2.2.1(d)(VII) / Section III Form 6 (2).</p> <ul style="list-style-type: none"> • Scoring: up to 10 points in total for the alternative candidates for the four staffing profiles in accordance with Form 6 (1) (please note that at least 3 alternative candidates shall be presented for the Technical Expert Energy Efficiency in Buildings) 	20

<ul style="list-style-type: none"> Scoring: up to 10 points in total for the quantitative assessment in accordance with Form 6 (2); preference is given to own staff 	
3. Is the Application concise and related to the project? Completeness of submission and compliance with all formal requirements as expressed in this document.	5
Overall Total Score	100

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

4.4.2 In addition, the Employer shall publish the list of prequalified Applicants (including all JV members, if any) who will be invited to submit an Offer (prequalification-result notice), after KfW's No-Objection to the prequalification evaluation report on the Employer's website. The Tender Agent shall arrange to publish such list of prequalified Applicants on GTAI's website.

SECTION III – APPLICATION FORMS

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

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

To: ("Project Executing Agency")

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

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

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

Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction); or

- 2.7) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
- 3.1) being an Affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our Affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
- 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with the Core Labour Standards of

the International Labour Organization as set out in the ILO Declaration on Fundamental Principles and Rights at Work and the Basic Terms and Conditions of Employment which are accepted by the Government of India and applicable in the country. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

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

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁴: _____

Signature:

Dated:

⁴ In the case of a JV, insert the name of the JV. The person who will sign the application, Bid or Proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

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

Declaration on Conflict of Interest and of Submitting a Proposal

Project (name and country):

Tender Ref./ Project ID:

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

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

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

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

[List Sub-Consultants here]

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

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

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

Project (name and country):

Tender Ref./ Project ID:

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

[Insert the names of the other JV members here]

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

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

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

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

Form 4 – Financial Capacity Statement

[This table is provided for illustrative purposes only. Adjust the table to reflect the financial capability requirements set out in accordance with GP 4.2.1]

Financial data	2017 EUR	2018 EUR	2019 EUR	Average ⁵ EUR
Annual turnover ⁶				
Current assets ⁷				
Current liabilities ⁸				
Current ratio (current assets/current liabilities)				n/a
Net Worth ⁹				

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

Natural persons without balance sheet shall provide appropriate information.

⁵ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

⁶ 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.

⁷ 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.

⁸ 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.

⁹ The aggregate value of a company's paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Form 5 – Project Experience

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

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

Form 6 – List of Available Expertise and Human Resource Capacity

1. Access to Expertise Required for the Assignment

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

Name	Project team profile / areas of required expertise as per GP / SP 1.6 ¹⁰	Education/ Degree	Years of Professional Experience	Relationship with / Years within the Applicant ¹¹	Country/ Regional Experience	Relevant Project References (Description of project-related experience)	Languages
Project Leader / Manager 1 st Candidate (up to 5 points) Alternative Candidates	Potentially Team Leader, involvement in all relevant aspects of the Work Packages	Graduate (Master or Diploma) in Electrical or Mechanical Engineering with an additional degree or higher studies in Business Administration or Finance, alternatively vice versa	Minimum of 10 years of relevant experience as team leader in financial sector projects (thereof preferably minimum of 3 years in Energy Efficiency sector)	Preferably own staff, freelance experts allowed	Must have (in Asia, preferably in India)	<ul style="list-style-type: none"> • projects conducted for the financing sector • projects conducted relating to energy efficiency • projects conducted as Project Leader • experience with international donors • experience in ESHS aspects 	Fluent in spoken and written (English language)

¹⁰ The project team profiles should be identical to the project team profiles listed in GP / SP 1.6. 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.

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

<p>Technical Expert Energy Efficiency in Buildings 1st Candidate (up to 5 points)</p> <p>Alternative Candidates</p>		Graduate Electrical Engineer (Master or Diploma) or Architect	Minimum of 7 years of relevant experience in consultancy of energy efficiency projects	Preferably own staff, freelance experts allowed	Previous work experience in Asia (preferably in India) and familiarity with Indian housing sector and Indian administrative issues	<p>Experience in / with</p> <ul style="list-style-type: none"> • planning energy efficiency measures in the residential housing sector • experience with interpretation of technical specifications and drawings/ structural plans of a building • calculation of energy savings and the construction of EE-buildings • experience with international donors is a plus 	Fluent in spoken and written (English language)
<p>Expert for Banking Operations 1st Candidate (up to 5 points)</p> <p>Alternative Candidates</p>		Graduate Economist or Business Administrator	Minimum of 10 years of relevant experience in consultancy of financial sector projects	Preferably own staff, freelance experts allowed	<ul style="list-style-type: none"> • Previous work experience in Asia (preferably in India) 	<ul style="list-style-type: none"> • Experience in setting up EE projects from a financial sector perspective is required • Experience in integration of managing environmental and social impacts and risk into the regular banking process landscape • experience with international donors is a plus 	Fluent in spoken and written (English language)
<p>Environmental & Social Management Expert 1st Candidate (up to 5 points)</p>		Masters Degree or degree of equivalent level in studies with immediate relevance to the conduct of environmental assessments, such as Environmental or	Minimum of 7 years of relevant experience in consultancy of housing projects in relation to environmental	Preferably own staff, freelance experts allowed	Previous work experience in Asia (preferably in India)	<ul style="list-style-type: none"> • environmental and social risk management (Preparation of ESDD Reports for lenders, preparation of ESIA and ESMPs for developers) (minimum of 5 years) 	Fluent in spoken and written (English language)

Alternative Candidates		<p>Agricultural Sciences, Environmental Engineering, Ecology, or related subjects</p> <ul style="list-style-type: none"> • Comprehensive knowledge of IFC Performance Standards, World Bank Group General and sector-specific EHS Guidelines and other such international standards in the area of environmental and social impact assessment and management, as well as other applicable social standards such as ILO conventions and Indian labour laws • Knowledge of potential environmental and social risks associated with residential projects 	and social management			<ul style="list-style-type: none"> • Experience in the establishment of “easy to operate” tools and templates for bank internal project management as part of an E&S risk management Strategy • experience with international donors 	
Pool of Trainers (up to 5 points)	It is at the discretion of the Consultant to determine the number and qualification of trainers required (e.g. technical skills, experience in conducting trainings of this kind, materials to be developed, necessary language skills, etc.).						

Note: The services of the Consultant shall be conducted to a great extent in India, hence local presence is expected.

Form 6 continued**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 1.6. The focus here is on the Applicants human resource capacity and breadth in relation to the required expert Services.

[To avoid misunderstanding insert a separate sheet for each JV members here]

Departments / Divisions in the firm relevant to the project team profile / areas of required expertise as per GP / SP 1.6	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.

SECTION IV – ELIGIBILITY CRITERIA

Eligibility in KfW-Financed Procurement

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

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

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

1) Sanctionable Practice

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

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

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

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

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

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

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

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

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

2) Social and Environmental Responsibility

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

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

SECTION VI – Terms of Reference for Consultancy Services

Energy Efficient Housing Programme of the State Bank of India (SBI) in India

1) Background

The rapid growth of both the economy and population combined with a growing trend towards urbanisation drives a massive demand for the construction of new buildings in India. In this context, the residential building sector is expected to become the largest consumer of electricity by around 2032.

To facilitate the development of the energy efficient residential housing market, the Programme “Energy Efficient Housing” between KfW and State Bank of India was developed which aims at increasing the access to finance for investments in new energy efficient residential buildings. The Programme comprises a credit line which was signed between KfW and the State Bank of India (SBI), the largest commercial bank in India, to refinance builder/construction loans and sub-loans to homebuyers for the purchase of an apartment in an energy efficient building. The Programme also includes Accompanying Measures to support SBI during the preparation, implementation and monitoring of the Programme.

SBI is seeking a Consultant to support it in the implementation of the credit programme for EE Housing, in the strengthening of the required capacities in SBI and with key stakeholders and in establishing the promotion of EE housing in India.

2) Scope of Services, Tasks (Work Packages)

Assignment of the Consultants

The duties of the Consultant shall lead towards achieving the objectives of the Programme. The Consultant shall be awarded a consulting contract to assure long-term presence and quality consistency among the interlinked activities. The Consultant is expected to mobilize the team by July 2021 and commence services shortly thereafter.

The following tasks, broken down into several work packages as defined below, should be achieved for the completion of the assignment:

Work Package 1: Design, Development and Delivery of Marketing measures, Capacity Development & Training Modules:

Marketing and Awareness related to the program, including workshops, awareness programs and coordination among all stakeholders (including BEE, builder associations, etc); Preparing marketing material, and providing updates on energy efficiency in the housing sector. (throughout the engagement period) to SBI staff.

Work Package 2: Project Management and Implementation:

Project Management and Implementation particularly selection of a method of evaluating technical eligibility (i.e. energy savings - including benchmark tool to be used) under the program, and verifying whether measures proposed/ applied are sufficient to meet the required energy savings; Checking project level eligibility under this Program during loan appraisal and verifying the same on completion of the residential building project (for loan as well as Investment Grant disbursement).

Work Package 3: Evaluation of Environmental and Social impact:

Environmental and Social requirements – classification of projects based on environmental and social risks involved and evaluating whether impact assessment is required and also supporting the ESMS consultant by providing Program-related inputs.

Work Package 4: Administrative support:

It includes the set- up of reporting system for the program and the Support in compiling and validating withdrawal requests towards KfW. It also comprises providing technical inputs for product/ policy development in SBI, preparing reference manual/checklists for procedures to be followed under the program as well as calculation of CO2 savings

While the above mentioned Work packages contain tasks which need to be carried out over the entire period of the assignment, SBI will require support in instant commencement of action (“quick start”) with regards to reaching the overall objectives. To this end, the appointed Consultant shall provide assessment report on “**Market Potential for Energy Efficient Housing**” within 6 months of its appointment, and this report shall include inter-alia the following tasks:

- assessment of market potential for Energy Efficient Housing considering the effects of the COVID 19 pandemic on the housing market
- rough screening of existing pipeline of SBI for housing projects with significant potential to become eligible
- if deemed necessary list of recommendations for adaption of programme due to the findings from market analysis/pipeline screening

3) Team Composition & Qualification Requirements

The Consultant shall present a qualified team of international and regional/local experts, taking into consideration that the major part of the assignment needs to be done in India. The Consultant is required to offer a minimum one regional/local technical expert on Energy Efficiency, preferably in the housing sector, at least one expert in Banking Operations and one expert for Environmental and Social Management aspects of Housing projects. One key Expert experienced in the compilation of reports for international donors (preferably KfW) shall be given preference. All Key Experts must be fluent in the English language and required to bring in working experience in multi-cultural teams / environments. The key experts shall include the following:

Role: Project Leader/Manager

- Role: Technical Expert Energy Efficiency in Buildings
- Role: Expert for Banking Operations
- Role: Environmental & Social Management Expert

The Consultant may propose the required staff to support SBI by handholding and support in day-to day operation. Finally, the Consultant shall either provide a list of suitable trainers to achieve the requested results as laid out in Work Package 1 or describe a clear strategy on how to recruit a suitable pool of trainers for the tasks listed.

4) Reporting Requirements and Time Schedule for Deliverables

Reporting

The Consultant shall deliver all tasks as listed under Scope of Work above. The successful delivery shall be documented in a suitable way and regularly reported to KfW as shall be specified.