 

**KINGDOM OF MOROCCO**

**REQUEST FOR PROPOSAL**

**TECHNICAL ADVISORY SERVICES FOR**

**THE STUDY “Power To Hydrogen in Morocco:**

**Energy storage and other potential applications”**

**Appendices**

**N°17/2020/Masen**

Content

[Appendix 1: Standard Terms and Conditions 4](#_Toc48208851)

[Appendix 2: Technical Proposal forms 5](#_Toc48208852)

[Form 2.1: Approach, Methodology and work plan, for performing the Assignment 5](#_Toc48208853)

[Form 2.2: Curriculum Vitae for proposed professional staff 7](#_Toc48208854)

[Form 2.3: Firm’s credentials 9](#_Toc48208855)

[Appendix 3: Financial Proposal forms 10](#_Toc48208856)

[Form 3.1: Financial Proposal submission Form 10](#_Toc48208857)

[Form 3.2: Financial Proposal Breakdown and payment millstones 12](#_Toc48208858)

[Form 3.3: COMMITMENT AGREEMENT 14](#_Toc48208859)

[Form 3.4: CONSORTIUM COMMITMENT AGREEMENT 15](#_Toc48208860)

[Appendix 4: Administrative files 17](#_Toc48208861)

[Form 4.1: STATEMENT OF INTENT 17](#_Toc48208862)

[Form 4.2: POWER OF ATTORNEY 19](#_Toc48208863)

[Form 4.3: CONSORTIUM STATEMENT OF INTENT 20](#_Toc48208864)

[Form 4.4: Declaration of undertaking 21](#_Toc48208865)

Appendix 1: Standard Terms and Conditions

Please refer to the attached document (Service contract).

Appendix 2: Technical Proposal forms

## Form 2.1: Approach, Methodology and work plan, for performing the Assignment

Provide a description of the approach, methodology and work plan, for performing the assignment. You are encouraged to present your proposal divided into the following three chapters:

a) Approach and Methodology

In this chapter you should explain your understanding of the objectives of the assignment, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Additionally, you should detail the deliverables that will be provided and explain how they will meet the Study objectives and the requirements set out in this ToR.

This chapter shall include also a list of the software and tools to be used during this Study indicating their usefulness.

b) Work Plan

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by Masen, Masen’s Partners and IFIs), and delivery dates of the reports. The proposed work plan should be consistent with the approach and methodology, showing understanding of the terms of reference and ability to translate them into a feasible working plan.

The proposed work plan shall indicate also the main important scheduled visits to Morocco and detailed the surveys process. It is therefore essential that the Technical Advisor plans all activities to meet the deadlines provided in section 2.5.

The Technical Advisor should provide dates for key milestones and should demonstrate that the proposed Study timeline is compliant with the provided deadlines in Section 2.5.

**Mission A:**

|  |  |  |
| --- | --- | --- |
| N° | Activity[[1]](#footnote-2) | Months[[2]](#footnote-3) |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1 | Agreement signature and project kick-off |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

c) Organization and Staffing

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. You should also detail the staffing levels, the staffing deployment plan as well as the organization chart.

The TA shall clarify the communication protocol between the members of the consortium and highlight clearly the allocation of responsibilities throughout the consortium (if applicable).

## Form 2.2: Curriculum Vitae for proposed professional staff

CVs should be submitted in the following basic format and contain the listed information as a minimum.

The CV should clearly demonstrate the experience of the expert detailing the tasks undertaken under each projects (experience in Hydrogen will be valuable).

The CV of the project manager shall demonstrate his 10 years of experience having been involved as project manager, for at least three years, in the development of renewable energy plants (an expertise on green hydrogen would valuable).

The CV should clearly indicate the status of the expert vis a vis the company (i.e. Permanent staff, freelance, subcontractor…)

|  |  |
| --- | --- |
| 1. **PROPOSED POSITION in the Study**
 | *(Note only 1 candidate shall be nominated for each position.)* |
| 1. **NAME OF STAFF**
 | *(Insert the full name.)* |
| 1. **DATE OF BIRTH:**
 |  |
| 1. **NATIONALITY**
 |  |
| 1. **YEARS OF PROFESSIONAL EXPERIENCE:**
 |  |
| 1. **YEARS EMPLOYED BY COMPANY:**
 |  |
| 1. **EDUCATION**
 | *(Indicate college/university and other specialized education of staff member, giving names of names of institutions, degrees obtained, and graduation dates.)* |
| 1. **MEMBERSHIP OF PROFESSIONAL ASSOCIATIONS:**
 |  |
| 1. **OTHER TRAINING**
 | *(Indicate significant training since degrees.)* |
| 1. **COUNTRIES OF WORK EXPERIENCE**
 | *(List countries where staff has worked in the past ten years.)* |
| 1. **LANGUAGES**
 | *(For each language indicate proficiency as good, fair, or poor in speaking, reading and writing.)* |
| 1. **EMPLOYMENT RECORD**
 | *(Starting with present position, list in reverse order every employment held by staff member since graduation, providing dates of employment, name of employing organization, positions held.)* |
| 1. **DETAILED TASKS ASSIGNED UNDER THIS STUDY**
 | *(List all tasks to be performed under this assignment.)* |
| 1. **WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPACITY TO HANDLE THE TASKS ASSIGNED:**
 | *Among the assignments, in which the staff has been involved, provide the following information for those assignments that best illustrate staff capability to handle the tasks listed under 3.3** *Project name:*
* *Name of the client*
* *Project description and size:*
* *Approximate transaction value:*
* *Specific role:*
 |

1. **CERTIFICATION**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: [*Day/Month/Year]*

*[Signature of staff member or authorized representative of the staff]*

Full name of authorized representative:

## Form 2.3: Firm’s credentials

Using the following format, provide between two (2) to five (5) references with experience relevant to the technical requirements of this RFP. The experience must be within the last five (5) years.

In particular, firm’s credentials should include credentials as:

* hydrogen or its derived products Market analysis
* Hydrogen technology Analysis
* Elaboration of road map guidelines
* Assessment of the potential of green hydrogen production in a specific country/ region.
* Technical and Economic assessment of green hydrogen.
* Assessment of Green hydrogen project development

Feasibility study of energy projects notably renewable

|  |  |
| --- | --- |
| 1. Name of Assignment or Study
 |  |
| 1. Name of client(s) / Address :
 |  |
| 1. Country / Location within country:
 |  |
| 1. Study details :
 |  |
| 1. Study budget (in USD)
 |  |
| 1. Study status (achieved, ongoing…):
 |  |
| 1. Narrative description of the study:
 |  |
| 1. Scope performed
 |  |
| 1. Date / Duration of assignment (in months):
 |  |
| 1. Name of senior professional staff of your firm involved and functions performed (most significant profiles only such as Director/Coordinator, team Leader):
 |  |

**Masen RESERVES THE RIGHT TO CONTACT THE INDIVIDUALS FOR A REFERENCE AS PART OF THE EVALUATION PROCESS.**

Appendix 3: Financial Proposal forms

## Form 3.1: Financial Proposal submission Form

[*Location, Date*]

To: *M. Bakkoury, President of Masen*

Dear Sirs:

We, the undersigned, offer to provide technical advisory services for [*Title of consulting services*] in accordance with your Request for Proposal dated [*Date*] and our Technical Proposal. Our attached Financial Proposal is as follows:

*[Indicate currency (either USD or EUR) and insert amount(s) in words and figures]*

*Missions A and B :*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Currency** | **Amount excluding any taxes** in figures and in Words**.**  | **Amount exclusive of VAT but inclusive of withholding taxes and any other applicable taxes in Morocco** in figures and in Words.  | **Amount including all taxes** in figures and in Words**.**  |
| Mission A : Hydrogen usages analysis: Energy storage and other applications |  |  |  |  |
| Mission B : Hydrogen technologies analysis |  |  |  |  |

**Mission C:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Position** | **Currency** | **Amount excluding any taxes (per man day)\*** in figures and in Words**.**  | **Amount exclusive of VAT but inclusive of withholding taxes and any other applicable taxes in Morocco** in figures and in Words.  **(per Man day)\*** | **Amount including all taxes** in figures and in Words**. (per Man day)\*** |
| Junior consultant |  |  |  |  |
| Senior consultant |  |  |  |  |
|  |  |  |  |  |

(\*) Unit Price

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive and that you have the right to mandate us to complete one or several phases, as needed, and based on the quality of the initial tasks performed under the Contract

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Authorized signature(s)*]

Name and Title of Signatory

Name of Firm

Address

Stamp

## Form 3.2: Financial Proposal Breakdown and payment millstones

*Note: Payments shall be made upon approved Deliverables presented to Masen. No Down Payment will be accepted. Please provide your quotes for the below-mentioned Delivrables.*

**Financial Proposal Breakdown:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Delivrables | Currency |  Amount in figures and in Words **excluding any taxes** | Amount in figures and in Words **exclusive of VAT but inclusive of withholding taxes and any other applicable taxes in Morocco.**  | Amount in figures and in Words **including all taxes.**  |
| **Mission A** | D1.1: Markets trend, status and share Report |  |  |  |  |
| D1.2: Hydrogen main usages Report  |  |  |  |  |
| D1.3: Moroccan hydrogen Context Report |  |  |  |  |
| D1.4: Recommendations and Final report & D1.5: Presentation in Power Point |  |  |  |  |
| D 1.6 : Results of surveys report |  |  |  |  |
| **Total of Section A** |  |  |  |  |
| **Mission B** | D 2.1: Overview of Hydrogen production technologies Report |  |  |  |  |
| D2.2: Hydrogen Storage and transport technologies overview Report |  |  |  |  |
| D2.3: Focus on Electrolyser Report  |  |  |  |  |
| D2.4: Economic analysis Report  |  |  |  |  |
| D2.5: Final report including recommendation &D2.6: Presentation in Power Point version and synthesis in Word version of the final version of the Report |  |  |  |  |
| **Total of Mission B** |  |  |  |  |
| **TOTAL**  |  |  |  |  |

The total cost corresponds to the lump sum value of the Contract

**Milestones of Payments:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Milestones and payment conditions | Currency | Amount in figures and in Words **excluding any taxes.**  | Amount in figures and in Words **exclusive** of VAT but **inclusive** of withholding taxes and any other applicable taxes in Morocco.  | Amount in figures and in Words **including all taxes.**  |
| Millstone 1 | Final Report of the Mission A (upon reception and approval of the finalreport of Mission A by Masen and its partners) |   | *Total of Mission A* | *Total of Mission A* |  |
| Millstone 2 | Final Report of the Mission B (upon reception and approval of the finalreport of Mission B by Masen and its partners) |  | *Total of Mission B* | *Total of Mission B* |  |

## Form 3.3: COMMITMENT AGREEMENT

**Purpose of the Contract:** TECHNICAL ADVISORY SERVICES FOR THE STUDY “POWER TO HYDROGEN IN MOROCCO: ENERGY STORAGE AND OTHER POTENTIAL APPLICATIONS”

I, the undersigned: ..................................... (name, surname and position)

Acting for and on behalf of: ........................... (company name and legal form)

Company share capital: .............................................. ...............

Company registered office: ............................................... ..........

Home Address:

Professional or Trade registers ............................................... ........ (place)

N°..................... .................... .................... .................... .......(1)

By virtue of the powers vested in me:

After having reviewed and considered the call for bids relating to the TECHNICAL ADVISORY SERVICES FOR THE STUDY “POWER TO HYDROGEN IN MOROCCO: ENERGY STORAGE AND OTHER POTENTIAL APPLICATIONS”.

After having, in my own capacity assessed the nature, scope and degree of difficulty of the tasks and subsequently taking responsibility, hereby:

1) Submit a signed price schedule, detailed estimate and breakdown, set out in accordance with the sample documents contained in the tender package.

2) Undertake to perform such work or service in accordance with the specifications for the financial compensation set out below:

- Amount excluding VAT: .................................. (spelled out and in numerical form)

- Amount of the VAT (rate 20%): .................................. (spelled out and in numerical form)

- Amount including VAT: .............................................. (spelled out and in numerical form)

Masen shall be discharged from monies due by crediting the account held with .................................... (treasury, bank or post office) (1) opened in my name (or on behalf of the Company) ............... ..............in.................. (place), account number ....................................

Signed

In .................... On ………………………..

(Signature and company seal)

## Form 3.4: CONSORTIUM COMMITMENT AGREEMENT

**Purpose of the Contract:** TECHNICAL ADVISORY SERVICES FOR THE STUDY “POWER TO HYDROGEN IN MOROCCO: ENERGY STORAGE AND OTHER POTENTIAL APPLICATIONS”.

We, the undersigned: ..................................... (name, surname and position)

-…………………………………………………………………………………………………………………………………….

-………………………………………………………………………………………………………………………………………

shall be jointly and severally liable and shall act for and on behalf of the following:

**Company 1**

Company name and legal form: ...........................

Company share capital : .............................................. .................................

Company registered office: ............................................... ..........

Home Address:

Professional or Trade registers ............................................... ..................... (place)

N°. ………………………………………………………….(1)

**Company 2**

Company name and legal form: ...........................

Company share capital : .............................................. .................................

Company registered office: ............................................... ..........

Home Address:

Professional or Trade registers ............................................... ..................... (place)

N°. ………………………………………………………….

By virtue of the powers vested in us:

After having reviewed and considered the call for bids relating to TECHNICAL ADVISORY SERVICES FOR THE STUDY “POWER TO HYDROGEN IN MOROCCO: ENERGY STORAGE AND OTHER POTENTIAL APPLICATIONS”

After having, in my own capacity assessed the nature, scope and degree of difficulty of the tasks and subsequently taking responsibility, hereby:

1) Submit a signed price schedule, detailed estimate and breakdown, set out in accordance with the sample documents contained in the tender package.

2) Undertake to perform such work or service in accordance with the specifications against the financial compensation set out below:

- Amount excluding VAT: .................................. (spelled out and in numerical form)

- Amount of the VAT (rate 20%): .................................. (spelled out and in numerical form)

- Amount including VAT: .............................................. (spelled out and in numerical form)

3) Designate ……….. (name, surname, position) as the consortium leader and agent.

Masen shall be discharged from monies due by crediting the account held with .................................... ........ (treasury, bank or post office) (1) opened in my name (or on behalf of the Company) ............... ................... (place), account number ........................ .............

Signed

In .................... On ………………………..

(Signature and company seal) (signature and company seal)

Appendix 4: Administrative files

## Form 4.1: STATEMENT OF INTENT

**Purpose of the Contract:** TECHNICAL ADVISORY SERVICES FOR THE STUDY “POWER TO HYDROGEN IN MOROCCO: ENERGY STORAGE AND OTHER POTENTIAL APPLICATIONS”.

I, the undersigned: ..................................... (Name, surname and position)

Acting for and on behalf of: ........................... (company name and legal form)

Company share capital : .............................................. .................................

Company registered office: ............................................... ..........

Home Address:

Professional or Trade registers ............................................... ..................... (place)

N°. ………………………………………………………….

**Hereby declare as follows**:

1 – I shall subscribe a comprehensive professional indemnity insurance cover, within the limits set in the specifications;

2 - I have legal, technical and financial capacity as required;

3 – I am up-to-date on my tax payments to the relevant tax authorities;

4 – I am up-to-date on the payment of my social security contributions to the relevant authority, if applicable;

5 – I am not under receivership or in compulsory liquidation proceedings;

6 – I warrant that the Contract shall under no circumstances be subcontracted in its entirety. Furthermore, I undertake to guarantee that subcontractors, if called upon, shall meet the above requirements.

I hereby certify the accuracy of the information contained in this statement of intent.

I acknowledge that in the event the above statements are inaccurate, the Contract may be automatically terminated.

Signed

in ....................

on ....................

(Signature and seal)

**N.B**.: All consortium members must submit an individual statement of intent.

## Form 4.2: POWER OF ATTORNEY

I, the undersigned, …………………………………..acting as …………………………………………………(position/title) of ……………………………….............. (company name and legal form) ………………………. with a share capital of ……………………, having its registered office at …………….., and professional trade register ……………………..….. n° ………………..

By virtue of the powers vested in me by: (resolution of the Board of Directors, etc………………………………………………, of which copy is attached)

Appoint Mr. ……………………………………….. (name and position/title) as attorney-in-fact in the name of and on behalf of the Company………………………………………………………………………………………(company name)

To sign and present the tender offer relating to the call for bids with respect to TECHNICAL ADVISORY SERVICES FOR THE STUDY “POWER TO HYDROGEN IN MOROCCO: ENERGY STORAGE AND OTHER POTENTIAL APPLICATIONS”.

This authority is valid for …………………………………………….. from …………………….(date).

Signed

In …………………………

On ………………………

**The Principal Attorney-in-Fact**

Signature and company seal Signature and company seal

Affix: “Signed as agreed” Affix: “Signed as agreed”

**N.B**.: Signatures must be authenticated by the legal representative or director of each company.

## Form 4.3: CONSORTIUM STATEMENT OF INTENT

We, the undersigned, Mr. ..................................... (name, surname and position)

-…………………………………………………………………………………………………………………………………….

-………………………………………………………………………………………………………………………………………

acting jointly and severally and having the legal capacity required to act for and on behalf of:

**Company 1**

Company name and legal form: ...........................

Company share capital : .............................................. .................................

Company registered office: ............................................... ..........

Home Address:

Professional or Trade registers ............................................... ..................... (place)

N°. ………………………………………………………….(1)

**Company 2**

Company name and legal form: ...........................

Company share capital : .............................................. .................................

Company registered office: ............................................... ..........

Home Address:

Professional or Trade registers ............................................... ..................... (place)

N°. ………………………………………………………….(1)

By virtue of the powers vested in us, and in affirmation of our commitment to act jointly and severally with respect to the TECHNICAL ADVISORY SERVICES FOR THE STUDY “POWER TO HYDROGEN IN MOROCCO: ENERGY STORAGE AND OTHER POTENTIAL APPLICATIONS”, hereinafter referred to by the “Contracting Authority”, hereby:

1 - Acknowledge that by virtue of our joint and several commitments, each company as represented undertakes to perform the Contract and comply with the terms and conditions of the Contract as well as ensure the proper execution of our respective share of the tasks or services, even in the event of default by an associate group member.

2 - Request that payments by the Contracting Authority related to the performance of the Contract be made through the Group’s bank account.

Account No. ....................................................

Bank name and branch .......................................

And further acknowledge that all payments received on this account shall be considered by us as discharging Masen from its obligation to pay.

3 - Appoint as the consortium’s representative vis-à-vis Masen, the Company ….. ……………represented by Mr.................. ................. ............... acting as ... ..............................................

Signed

In …………………………

On ………………………

**The Principal Attorney-in-Fact**

Signature and company seal Signature and company seal

Affix: “Signed as agreed” Affix: “Signed as agreed”

**N.B**.: Signatures must be authenticated by the legal representative or director of each company.

## Form 4.4: Declaration of undertaking

Reference name of the Application/Offer/Contract: ("**Power To Hydrogen in Morocco: Energy storage and other potential applications** ")[[3]](#footnote-4)

To: MASEN

1. We recognise and accept that KfW only finances projects of MASEN subject to its own conditions which are set out in the Funding Agreement it has entered into with Masen. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. Masen 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 Morocco;

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 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 condition to participation in this Tender Procedure.

1. 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 Masen or a shareholder controlling the Masen, 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 Masen'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 Masen;

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 Masen;

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

1. 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;
2. 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;
3. 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.
4. We undertake to bring to the attention of the Masen, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
5. In the context of the Tender Process and performance of the corresponding Contract:

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

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

6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation[[4]](#footnote-5) (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by Masen and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.

1. 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 Masen and KfW or an auditor appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
2. 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 Masen and KfW.

Name: In the capacity of:

Duly empowered to sign in the name and on behalf of[[5]](#footnote-6):

Signature: Dated:

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase. [↑](#footnote-ref-2)
2. Duration of activities shall be indicated in the form of a bar chart [↑](#footnote-ref-3)
3. Capitalised terms used, but not otherwise defined in this Declaration of Undertaking have the meaning given to such term in KfW’s “*Guidelines for the Procurement of Consulting Services, Works, Goods, Plant and Non-Consulting Services in Financial Cooperation with Partner Countries”*. [↑](#footnote-ref-4)
4. In case ILO conventions have not been fully ratified or implemented in the Employer’s country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and KfW, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker’s organisations and e) non-discrimination. [↑](#footnote-ref-5)
5. In the case of a JV, insert the name of the JV. The person who will sign the application, bid or proposal on behalf of the Bidder shall attach a power of attorney from the Bidder. [↑](#footnote-ref-6)