Selection of Consultants

Request for Expressions of Interest (REOI)

For the

# RECRUITMENT OF A CONSULTANT/CONSORTIUM TO UNDERTAKE THE FEASIBILITY AND CONCEPTUAL DESIGN OF A BIODIVERSITY CREDIT SCHEME FOR THE CAPE FLORISTIC REGION WITHIN THE WESTERN CAPE

Employer:

Development Bank of Southern Africa

Address: Development Bank of Southern Africa Act, 1997 ("DBSA") with its principal place of business situated at 1258 Lever Road, Headway Hill, Midrand

Financed by the Agence Française de Développement (AFD) hosted by the Development Bank of Southern Africa (DBSA)

PROJECT No. EOI/ BCS/CFR/2026

27 November 2026

| | |
|---|---|
| REOI NUMBER: | EOI/ BCS/CFR/2026 |
| DESCRIPTION: | RECRUITMENT OF A CONSULTANT/CONSORTIUM TO UNDERTAKE THE FEASIBILITY AND CONCEPTUAL DESIGN OF A BIODIVERSITY CREDIT SCHEME FOR THE CAPE FLORISTIC REGION WITHIN THE WESTERN CAPE |
| TENDER CLOSING DATE: | 26 January 2027 |
| COMPULSORY BRIEFING SESSION | Date: 08th December 2026 @10:00am<br>Venue: Microsoft Teams<br>Link: Briefing Session link |
| TENDER CLOSING TIME: | 23H55pm |

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| REOI SUBMISSIONS ELECTRONICALLY: | Applicants that wish to submit an REOI application must send an email to TumiM@dbsa.org indicating their participation by 16h00 CAT on 11 January 2027<br>1. Applicants will thereafter receive a OneDrive Link to upload their Applications for the Expression of Interest electronically by 11 January 2027 at 16h00. |
| | 2. Applicants who might receive a non- functioning link should inform the DBSA<br>(TumiM@dbsa.org) by no later than the 14 January 2027 at 16:00 CAT. |
| REOI RESPONSES MUST BE | NO HAND DELIVERY OF PROPOSALS– EXPRESSION OF INTEREST APPLICATIONS WILL DONE ELECTRONICALLY. |
| ATTENTION: | DBSA SCM OFFICIAL |
| NAME OF RESPONDENT: | |
| CONTACT PERSON: | |
| EMAIL ADDRESS: | |
| TELEPHONE NUMBER: | |
| FAX NUMBER: | |
| RESPONDENT'S STAMP OR SIGNATURE: | |

**ENQUIRIES**

- All queries and requests for clarification in respect of this REOI must be addressed to TumiM@dbsa.org.
- The SCM will endeavour in good faith to respond to all reasonable written queries and requests for clarification raised by an Applicant by the deadline for submission of questions and requests for clarification identified above.
- An Applicant must give the name and contact details of the person whom it appoints to undertake all contact in respect of its REOI Response.
- Enquiries should reference specific paragraph numbers, where appropriate.
- All questions/ enquiries must be forwarded in writing not later than 11 January 2027 at 16h00 CAT. Any requests after the stipulated deadline will be disregarded.
- **Questions/Answers will be emailed to Respondents**

REPUBLIC OF SOUTH AFRICA (RSA)

FEASIBILITY AND CONCEPTUAL DESIGN OF A BIODIVERSITY CREDIT SCHEME FOR THE CAPE FLORISTIC REGION WITHIN THE WESTERN CAPE

**CONSULTING SERVICES**

Expressions of Interest

DBSA, in partnership with AFD, seeks to appoint a suitably qualified Consultant/Consortium to **deliver the feasibility and conceptual design** of a **Biodiversity Credit Scheme for the Cape Floristic Region within the Western Cape**.

## 1. Background

The Western Cape, home to the Cape Floristic Region (CFR), a UNESCO-recognised global biodiversity hotspot with exceptionally high endemism, faces mounting ecological pressures from habitat loss, invasive species, altered fire regimes, climate change, and persistent underinvestment in conservation. Despite its outsized contribution to South Africa's natural heritage, the province experiences a chronic conservation financing gap that constrains protection, restoration, and resilience-building at scale.

In response, the Western Cape Government (WCG), in collaboration with CapeNature and partners, is advancing a Biodiversity Credit Scheme (BCS) for the Cape Floristic Region within the Western Cape. The scheme will establish a structured, transparent, and credible system for the generation, issuance, trading, and retirement of biodiversity credits aligned with national and international good practice, including the 2023 National Biodiversity Offset Guideline (NBOG), the Global Biodiversity Framework's 30×30 target, and guidance from the International Advisory Panel on Biodiversity Credits (IAPB). It will integrate contribution-based, insetting, and local compensation biodiversity credits, supporting both voluntary and compliance-driven investment and providing an enabling framework for conservation land banking.

The BCS for the Cape Floristic Region within the Western Cape will also include a pilot, and the Besaansklip Industrial Area (as set out in the Saldanha Strategic Offset Strategy; SSOS) will serve as a critical testing ground for local compensation credits (see note on terminology below) and clarify the regulatory and operational frameworks for conservation land banking modalities.

**A note on terminology**

The International Advisory Panel on Biodiversity Credits (IAPB) has defined the term "local compensation" to represent the application of the final step in the mitigation hierarchy, to compensate for remaining impacts on biodiversity that cannot first be avoided, minimised or rehabilitated, within strict local-to-local and like-for-like ecological equivalence rules. A comparison of these rules and principles [as contained in the IAPB Framework for high integrity biodiversity credit markets (2024)] with the current South African regulatory environment relating to biodiversity offsets shows that biodiversity offsets that are implemented in terms of NEMA and related regulations combined with the best practice outlined in the NBOG will adhere to the IAPB rules for local compensation. For the purposes of this project we have therefore adopted the IAPB terminology of "local compensation" and "local compensation credits", as we consider these to be indistinguishable from how the terms "biodiversity offset" and "biodiversity offset credit" applies in the South African legal and regulatory environment.

Nature Data Collection and Management refers to the assessment of biodiversity and environmental information required to support biodiversity credit quantification, monitoring, reporting, verification and future scheme implementation, including data governance, management and accessibility considerations.

This feasibility study will assess policy and legal pathways, institutional and governance options, social dimensions (including gender mainstreaming), and financial structuring (including the potential for a revolving local compensation fund), to streamline transactions, reduce piecemeal administrative burden and costs, and direct finance efficiently to priority outcomes via a BCS. By pairing a Western Cape-wide CFR BCS with a local compensation credit pilot, the project aims to achieve no nett loss against conservation targets, enable responsible development, and create a scalable model for South Africa and beyond. It should be noted that this feasibility study will also cover the feasibility of the local compensation credit pilot. All deliverables under this assignment are intended to inform the feasibility, design, and future implementation planning of the Biodiversity Credit Scheme and local compensation credit pilot. The assignment does not include the establishment, operationalisation, or implementation of either mechanism.

The primary objectives of this initiative are:

- Biodiversity conservation and sustainable management
- Development facilitation and job creation
- Climate adaptation/mitigation
- Gender mainstreaming
- Exploration of suitable financial instruments for sustainable finance opportunities
- Empowerment of key role players and beneficiaries with the intention of scaling the model across South Africa and Africa which would include exploring options such as the Yoma Platform of using digitalised market platforms for 1) learning and for 2) impact tasks and assessment

The overall outcome expected are the delivery of a detailed feasibility study, the components of which could provide the basis for furtherance towards a full proposal to develop an operational BCS.

The purpose of this REOI is to shortlist competent candidates to receive a Request for Proposal (RFP) to deliver the 18-month feasibility and conceptual design assignment that will aid the Western Cape Government and DBSA for future full design, implementation and subsequent capitalisation of the aforementioned BCS.

In addition to project contingency and coordination, the successful candidate will determine the components (see table below) associated with establishing a BCS for the Cape Floristic Region within the Western Cape. Applicants may structure their teams as they see fit; however, qualifications must collectively cover the full spectrum of expertise areas set out below.

| Component | Scope Summary | Key Outputs |
|---|---|---|
| **1. Legal and policy feasibility** | Review NEMA, NBOG, EIA regulations, provincial mandates; assess legal requirements (incl. legislation relevant to public and private sector finance), gaps, and SSOS alignment.<br>Preparation of legal financial contracting models, protocols and arrangements | Legal compliance matrix; regulatory gap analysis; alignment note for SSOS pilot.<br>Contractual legal agreements and prototypes |
| **2. Institutional feasibility** | Map institutional roles (WCG, CapeNature, Freeport Saldanha, SB Municipality, proposed Biodiversity Credit Facility); draft MoUs and coordination mechanisms. | Institutional arrangements, governance model; draft MoUs outlining coordination pathways. |

| | | |
|---|---|---|
| **3. Social feasibility (including FPIC, gender, inclusion and Indigenous/traditional communities)** | Stakeholder mapping; stakeholder engagement plan; gender and inclusion assessment; Indigenous people's assessment; FPIC protocol development; SSOS-specific community considerations.<br><br>Institutional assessments, models, criteria for evaluation | Stakeholder Engagement Plan; gender-responsive engagement strategy; inclusion checklist; Indigenous peoples action plan; FPIC protocol and screening summary. |
| **4. Technical and financial viability of the BCS** | Define credit typologies; assess eligible ecosystems; analyse biodiversity quantification options; conceptual design and indicative costing; SSOS-specific restoration/management costing; preliminary market assessment; cost–benefit analysis; additionality/counterfactual assessment;<br><br>Financial scenarios, models and mechanisms | Feasibility note on credit typologies and methodology; conceptual design and costing feasibility report; market scoping report; preliminary financial viability assessment and additionality note.<br><br>Financial models and mechanisms and agreements |
| **5. Environmental and Social Risk Assessment (ESRA). IFC standards, DBSA standards, and AFD exclusion list[1] apply** | Conduct strategic ESRA; site-level safeguard screening and assessment for SSOS land parcels; assess land access, ecological risks, climate change considerations, disaster risk management; develop mitigation principles (e.g., grievance, labour, insurance protocols). | ESRA report including SSOS site-level screening; feasibility note on environmental and social risks and mitigation principles. |
| **5. Nature Data collection and management** | Assessment of biodiversity and environmental data requirements necessary to support the design, monitoring, reporting and verification of a Biodiversity Credit Scheme, including data availability, indicators, governance arrangements and future monitoring requirements. Understand methods of nature data assessments, reporting and management | Establish nature data records, reporting and management methods and systems. |
| **6. Coordination and cross-initiative integration** | Project management; progress reporting; coordinating cross-initiative activities; mapping related biodiversity credit initiatives. | Progress reports; coordination meetings; cross-initiative coordination framework. |

Note on the local compensation credit pilot:

In addition to the province-wide feasibility analysis, the feasibility study will include dedicated assessment of the SSOS local compensation credit pilot. This will involve reviewing SSOS-specific legal and policy alignment; assessing institutional roles and coordination mechanisms; undertaking pilot-specific stakeholder engagement, gender and FPIC processes; evaluating restoration and management costs and land acquisition or conservation banking options; conducting site-level environmental and social safeguard screening/assessments; and identifying sequencing considerations for pilot implementation. Applicants should therefore demonstrate relevant experience in biodiversity offset/local-compensation mechanisms, safeguard standards (e.g., IFC/DBSA), land-based conservation finance, and community engagement in pilot contexts.

[1] https://www.afd.fr/en/ressources/afd-group-exclusion-list

The DBSA hereby invites applicants to show their interest in delivering the Services described above.

This Request for Expressions of Interest is open to:

☒ Consulting firms ☐ Individual consultants

☐ NGOs firm(s) ☐ Joint Venture between NGO(s) and consulting firms

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

The Applicant shall submit only one application, either in its own name or as a member of a Joint Venture (JV). If an Applicant (including any JV member) submits or participates in more than one application, those applications shall all be rejected. However, the same Subconsultant may participate in several applications.

If the Applicant is a JV, the expression of interest shall include:

- a copy of the JV Agreement entered into by all members,

**or**

- a letter of intent to execute a JV Agreement, signed by all members together with a copy of the Agreement proposal,

In the absence of this document, the other members will be considered as Subconsultants.

Experiences and qualifications of Subconsultants are not taken into account in the evaluation of the applications.

Interested Applicants must provide information evidencing that they are qualified and experienced to perform those Services. For that purpose, documented evidence of recent and similar services shall be submitted.

Determination of the similarity of the experiences will be based on:

- The contracts size: The consultant(s) will be required to undertake the feasibility analysis of a Biodiversity Credit Scheme for the Cape Floristic Region within the Western Cape within an 18-month period. The nature of the services is to coordinate the feasibility analysis and deliver tangible findings as well as recommendations for the implementation of a Biodiversity Credit Scheme for the Cape Floristic Region within the Western Cape, within the context of serving as a pilot towards a national BCS.

- The technical area and expertise:
  - ☐ Proven ability to facilitate and coordinate highly technical multi-sectoral feasibility analyses for initiatives within the fields of conservation, nature-based solutions, insetting, local compensation (offsetting), and financial strategies (Africa preferred).
  - ☐ Experience in facilitating participatory planning processes while upholding mechanisms associated with free prior and informed consent as well as gender and human rights inclusion are crucial.
  - ☐ Proven expertise and experience in undertaking legal and policy reviews of novel legal and policy mechanisms emerging within the environmental and biodiversity sector of South Africa including an advanced understanding of the relevant policies and legislation (such as NEMA, SEMAs – NEMPAA in particular, NBOG and EIA regulations), and policy and legislative developments currently underway. Experience with carbon credit schemes would be advantageous.

- Expertise in institutional design including institutional structures, governance models and establishing partnerships between corporate partners and government. Experience with multi agency or provincial systems (WCG, municipalities, parastatals).
- Expertise in financial modelling with knowledge of nature credit markets and relevant international reference frameworks
- Proven ability in environmental and social risk assessments/safeguards, including ESRA/ESIA conducted under IFC/DBSA standards; site-level safeguard screening (land access, ecological risks, community impacts); climate-risk assessment; and development of mitigation mechanisms (grievance, labour, insurance). This must be complemented by demonstrated expertise in stakeholder mapping, development of SEPs, gender assessments, Indigenous/traditional community engagement, and FPIC protocol development, with strong application of rights-based inclusion and safeguard requirements
- Expertise and experience in the fields of biodiversity/ecology, conservation planning, ecosystem classification, biodiversity indicators, and quantification methodologies data collection, reporting and management. Experience defining credit typologies and ecological equivalence (local compensation/offsetting).
- Expertise in environmental economics / financial analysis / nature finance, including conservation finance, cost–benefit analysis, pricing models, biodiversity credit market assessment, land acquisition financing, financial models, legal contracting and additionality/counterfactual analysis.
- Proven ability to managing large, multi-component feasibility studies comparable in scope and duration, develop detailed work plans, timelines, and implementation frameworks and deliver high-quality reporting.
- A keen understanding of the Western Cape, its biodiversity, social challenges, government and non-government stakeholders and geography would be advantageous.

- The location: Republic of South Africa, other big emerging countries. Note that experience in countries other than RSA will be considered an added value.

The Client will also take into account for the evaluation of the applications the following items:

- The consultant must demonstrate strong knowledge of nature-based solutions within the African context, including but not limited to nature-positive infrastructure, ecological conservation, and emerging mechanisms such as carbon and biodiversity credits.

- To inform the feasibility analysis, the consultant will need to engage a broad range of stakeholders, including national government departments, multiple Western Cape government departments, NGOs and NPOs, private sector partners including developers, organised agriculture, corporate partners, landowners and civil organisations. The engagement will involve gathering perspectives from these entities and individuals, exploring opportunities and constraints to implementation and funding, and arriving at institutional and governance structures that are resilient.
- Where feasible, the successful candidates will also be expected to liaise with other entities exploring biodiversity credit schemes elsewhere in the World to apply relevant lessons experienced elsewhere to the project.

## 2. Proposed Procurement Method and Strategy

The method of sourcing is an International Tender, inviting national and international service providers. The DBSA website and the National Treasury e-Tender Portal will be used as well as the Agence Française de Développement - dgMarket website. Professional institutes will also be informed of the tender.

Stage 1 - Request for Expression of Interest (REOI)

## 3. Evaluation Process

The evaluation process shall be conducted in two (2) stages:

**Stage 1: Mandatory Compliance Assessment**

Respondents must submit the following mandatory documentation:

| No. | Requirement | Assessment |
|---|---|---|
| **1** | Completed Annexure B | Pass / Fail |
| **2** | Completed Annexure C | Pass / Fail |
| **3** | Completed Annexure D | Pass / Fail |
| **4** | Company Profile | Pass / Fail |

Only respondents achieving a Pass in all mandatory requirements shall proceed to Stage 2.

**Stage 2: Capability Assessment**

Interested Bidders must provide information demonstrating that they possess the qualifications, experience, and capacity required to undertake the Services. Assessment will be based on documented evidence submitted in response to this Request for Expressions of Interest (REOI). DBSA will establish a shortlist of a maximum of six (6) Bidders who will be invited to submit full Proposals.

Table 1: Responsive respondents will be evaluated against the following criteria:

| Description | Portfolio of evidence | Allocation | Weight |
|---|---|---|---|
| 1. **Demonstrated Track Record in Biodiversity Finance and Market-Based Conservation Mechanisms.**<br><br>The Bidder must demonstrate a proven track record, within the last five (5) years, in assignments related to biodiversity related projects , biodiversity conservation, nature data collection and management systems and related advisory or feasibility studies. Experience in South Africa/ emerging markets is admirable | • Completed **Annexure B** and Client reference letters demonstrating successful completion of the assignment. | • 40 points: Five (5) or more relevant assignments.<br>• 30 points: Four (4) relevant assignments.<br>• 20 points: Three (3) relevant assignments.<br>• 10 points: One (1) to Two (2) relevant assignments.<br>• 0 points: No relevant assignments submitted | 40 Points |
| 2. **Policy, Regulatory and Institutional Framework Expertise.**<br><br>The Bidder must demonstrate successful delivery, within the last five (5) years of assignments involving the development, review, assessment, or implementation of policy, regulatory, governance, institutional, biodiversity, environmental, conservation finance, or natural capital frameworks.<br><br>The Bidder should also demonstrate knowledge and experience of the South African policy, regulatory, institutional, and biodiversity management landscape through relevant project experience. | • Completed **Annexure C** and Client reference letters demonstrating successful completion of the assignment. | • 30 points: Three (3) or more relevant assignments.<br>• 20 points: Two (2) relevant assignments.<br>• 10 points: One (1) relevant assignment.<br>• 0 points: No relevant assignments submitted | 30 Points |

| | | | |
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| 3. **Feasibility, Business Case Development and Implementation Planning Capability.**<br><br>The Bidder must demonstrate successful completion, within the last five (5) years of assignments involving feasibility assessments, business case development, financial analysis, market assessments, implementation planning, institutional arrangements, or implementation frameworks relating to biodiversity, conservation finance, environmental markets, or similar initiatives. | • Completed **Annexure D** and supporting documentary evidence, such as feasibility studies, business cases, implementation plans, or client reference letters, demonstrating successful completion of the assignment. | • 30 points: Three (3) or more relevant assignments.<br>• 20 points: Two (2) relevant assignments.<br>• 10 points: One (1) relevant assignment.<br>• 0 points: No relevant assignments submitted | 30 Points |
| **Minimum Threshold** | | **70** | **100** |

**Note:**

For purposes of evaluation, DBSA will consider experience gained through biodiversity conservation, biodiversity credits, biodiversity offsets, conservation finance, natural capital valuation, ecosystem services, environmental economics, environmental markets, carbon markets, sustainability finance, nature-based solutions, and other substantially similar assignments. DBSA reserves the right to determine the relevance of submitted assignments to the objectives of this EOI.

**3.3 Portfolio of Evidence**

Respondents shall submit documentary evidence demonstrating successful completion of relevant assignments.

Acceptable evidence may include one or more of the following:

- Client reference letters;
- Completion certificates;
- Signed contracts;
- Appointment letters;
- Purchase orders;
- Project completion reports;
- Feasibility studies;
- Business cases;
- Market assessment reports;
- Policy and regulatory framework reports;
- Institutional framework reports;
- Executive summaries; or
- Equivalent documentary evidence demonstrating successful completion of the assignment.

DBSA reserves the right to verify any information submitted by respondents.

Where confidentiality restrictions apply, respondents may redact commercially sensitive information provided that sufficient information remains available to verify the nature and relevance of the assignment.

### 2.4 Consortiums, Joint Ventures and Partnerships

Consortiums, Joint Ventures (JVs), Partnerships and similar arrangements are permitted.

DBSA will assess the combined experience and capability of all identified consortium members.

Where experience is claimed through a consortium member, respondents must clearly indicate:

- The legal entity that performed the assignment;
- The role performed on the assignment;
- The percentage participation in the assignment; and
- The proposed role of the consortium member in the current EOI submission.

Only experience attributable to entities forming part of the proposed consortium submission shall be considered during the evaluation process.

The Lead Respondent shall be clearly identified.

### 2.5 Shortlisting Methodology

Following completion of the capability assessment, responsive respondents shall be ranked from highest to lowest based on the total score achieved out of 100 points.

DBSA intends to shortlist a maximum of six (6) respondents for participation in a subsequent procurement process (phase 2 of this process called RFP).

The six (6) highest scoring respondents shall be shortlisted.

### 2.6 Objective Criterion: Local Capacity Development and Skills Transfer

As part of DBSA's commitment to strengthening local expertise and promoting sustainable capacity development, bidders are encouraged to demonstrate how the assignment will contribute to local capacity development. International bidders are encouraged to partner with South African entities and/or local specialists in the delivery of the assignment. The extent of local participation and the proposed approach to skills transfer, knowledge sharing, and capacity development may be considered as an objective criterion in support of the final appointment decision.

### 2.7 Tie-Breaking Mechanism

In the event that two (2) or more respondents achieve the same score and such tie affects the determination of the sixth-ranked respondent, the following tie-breaking sequence shall apply:

**First Tiebreaker**

- Preference shall be given to the respondent achieving the highest score under:

**Relevant Experience in Biodiversity, Natural Capital, Conservation Finance and Environmental Markets (40 Points).**

**Second Tie-Breaker**

- If a tie remains, preference shall be given to the respondent demonstrating the highest number of relevant assignments submitted under Annexure B.

**Third Tie-Breaker**

- If a tie remains, preference shall be given to the respondent demonstrating the highest combined number of relevant assignments across Annexures B, C and D.

**Final Tie-Breaker**

Should a tie remain after application of the above criteria, DBSA reserves the right to:

- Shortlist all tied respondents; or
- Conduct a further assessment of the relevance, complexity, scope and value of the assignments submitted.

DBSA's decision shall be final.

**2.8 Reservation of Rights**

DBSA reserves the right, at its sole discretion, to:

- Verify any information, references or supporting documentation submitted by respondents;
- Request clarification or additional information where necessary;
- Shortlist fewer than six (6) respondents where an insufficient number of respondents demonstrate the required capability;
- Shortlist more than six (6) respondents where tied scores cannot reasonably be separated after applying the prescribed tie-breaking mechanism;
- Exclude any submission where material information is found to be false, misleading or incapable of verification;
- Amend, suspend, withdraw, cancel or re-issue the EOI process at any stage;
- Decide not to proceed with any subsequent procurement process; and
- Not shortlist any respondent where none are considered suitable.

Submission of an EOI shall not create any contractual relationship, obligation or expectation of appointment between DBSA and any respondent.

Stage 2 - Request for Proposal

Shortlisted Applicants will be provided with tender dossier for tendering in a Request for Proposal (RFP) process, which will take 45 days. Stage 2 will comprise of the technical evaluation (functional) and financial evaluation (financial offer).

2. Contract duration

☐ 18 Months

3. Cancellation of the REOI

The DBSA reserves the right to cancel or withdraw this REOI at any time without incurring any liability.

**Appendix A- Statement of Integrity, Eligibility and Environmental and Social Responsibility**

(To be submitted with the application, signed and unaltered)

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

To: The Development Bank of Southern Africa (the "Contracting Authority")

1. We recognise and accept that Agence Française de Développement ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:

   2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;

   2.2 Having been:

   a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);

   b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);

   c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

   2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

   2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

   2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

   2.6 Being subject to an exclusion decision of the World Bank and being listed on the website http://www.worldbank.org/debarr (in the event of such exclusion, you may attach to this

Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5 In the case of procurement of goods, works or plants:

a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;

b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.

4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.

6. In the context of the procurement process and performance of the corresponding contract:

6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately indented to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other

Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of[2]: _____

Signature: _____

Dated: _____

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

# Annexure A

SBD 4

## BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[3] in the enterprise,

employed by the state? YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
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[3] the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

……

……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any

interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

…….

…….

3 DECLARATION

I, the undersigned, (name)… ..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[4] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[4] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are
suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

ANNEXURE B

Relevant Experience in Biodiversity, Natural Capital, Conservation Finance and Environmental Markets

Respondent Name: _____

Submission Type:

☐ Single Entity

☐ Consortium / Joint Venture

| Project Name | Client Name | Project Description, including Location | Relevance to EOI Requirements | Entity Performing the Work | Role Performed (Lead, JV Member, Consortium Partner, Subcontractor) | Percentage Participation (%) | Completion Date | Evidence Attached (Y/N) |
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ANNEXURE C

Policy, Regulatory, Governance and Institutional Framework Experience

Respondent Name: _____

Submission Type:

☐ Single Entity

☐ Consortium / Joint Venture

| **Project Name** | **Client Name** | **Type of Framework** | **Description of Assignment, including Location** | **Entity Performing the Work** | **Performed (Lead, JV Member, Consortium Partner, Subcontractor)** | **Percentage Participation (%)** | **Completion Date** | **Evidence Attached (Y/N)** |
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ANNEXURE D

Feasibility Studies, Business Case Development, Market Assessments and Implementation Planning Experience

Respondent Name: _____

Submission Type:

☐ Single Entity

☐ Consortium / Joint Venture

| **Project Name** | **Client Name** | **Assignment Type** | **Description of Assignment, including Location** | **Key Deliverables / Outcomes** | **Entity Performing the Work** | **Role Performed (Lead, JV Member, Consortium Partner, Subcontractor)** | **Percentage Participation (%)** | **Completion Date** | **Evidence Attached (Y/N)** |
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