



Call for Expression of Interest to select financial intermediaries that will receive resources from a fund of funds established under the cooperation of Junta de Andalucía (“JdA”) and the European Investment Bank (“EIB”) for the implementation of a financial instrument

Reference: PC-1510

1. Introduction

As part of the regional Operational Programme “Andalucía ERDF 2014-2020” (“OP”) and with the purpose of tackling the market failure identified by the Ex-Ante assessment carried out by Red2Red Consultores and AFI Consultores de las Administraciones Públicas, finalised in March 2017 (“Ex-ante Assessment”), Junta de Andalucía (“JdA”) has dedicated resources to implement a Fund of Funds (“FoF”) managed by the European Investment Bank (“EIB”), in accordance with Article 38 (4)(b)(i) of the CPR and the provisions of a Funding Agreement entered into on 9 July 2018 between JdA and the EIB (the “Funding Agreement”). The FoF is co-financed by the European Regional Development Fund (“ERDF”) from the OP and national funds, as described below.

Relevant rules for implementing the Financial Instrument (“FI”) dedicated to Sustainable Urban Development (“SUD”) projects are primarily stipulated in the CPR, the CDR, the Implementing Regulation, the ERDF Regulation and applicable Spanish law and regulations, as indicated below.

This Call for Expression of Interest (“CEOI”) is addressed to eligible financial entities interested in receiving resources from the FoF for the implementation of the FI in Andalucía. Such activity shall be carried out in accordance with the contractual agreements to be entered into by the EIB, acting as manager of the FoF, and the Selected Applicants.

2. Definitions and Interpretation

In this CEOI, capitalised terms and expressions shall have the meaning attributed to them below, unless otherwise defined above or the context requires otherwise:

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| Administrative Criteria | means the administrative criteria listed in Section 9; |
| Applicable Laws | means the CPR, the CDR, the Implementing Regulation, the ERDF Regulation, EU State aid rules and all other applicable EU rules and guidelines, and national law, regulations and guidelines (including procurement and environmental law and other regulations where appropriate); |
| Applicant | means an applicant under this CEOI which must be able to originate SUD investments in Andalucía and provide |

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| | equity/quasi equity and loans. It may be an equity fund, debt fund, fund-of-funds, fund managers or similar financial entities authorised to carry out their activities (e.g. equity, preferred equity, hybrid debt-equity instruments, other type of mezzanine financing, and/or debt), according to the applicable legislation. |
| Assessment Criteria | means the assessment criteria listed in Section 10; |
| Business Plan | means the business plan of the Applicant which must be contained in its Expression of Interest and which should address as a minimum all matters set out in Sections 3 and 7; |
| Commission Delegated Regulation or CDR | means the Commission Delegated Regulation (EU) No 480/2014 of 3 March 2014 supplementing the CPR; |
| Common Provisions Regulation or CPR | means Regulation (EU) No 1303/2013 of 17 December 2013 of the European Parliament and of the Council, as amended from time to time; |
| Eligibility Period | means the period from the signature of the Operational Agreement until 31 December 2023; |
| Eligible Expenditure | means payments to Final Recipients in the form of loans, equity or quasi-equity for the benefit of Final Recipients and eligible management fees; |
| ERDF Regulation | means Regulation (EU) No 1301/2013 of 17 December 2013 of the European Parliament and of the Council; |
| ESIF | means the European Structural and Investment Funds; |
| EU | means the European Union; |
| Exclusion Criteria | means the exclusion criteria with which the Expression of Interest and the Applicant must comply, and which are listed in Section 8 and include the declarations contained in Annex 4; |
| Expression of Interest or EoI | means a proposal sent by an Applicant in response to this CEOI which shall be prefixed by a table in the form contained in Annex 2 and include the documents mentioned therein, and includes the declarations contained in Annexes 3 and 4; |
| Final Recipient | means an eligible legal person receiving financial support from the FI; |
| Financial Intermediary | means an entity selected in accordance with the terms of this CEOI, and with whom an Operational Agreement is signed; |
| FoF | as defined in Article 2(27) of the CPR and established through the Funding Agreement, means the fund of funds established with the objective of addressing market failure and suboptimal investment conditions for sustainable urban development in Andalucía; |

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| Implementing Regulation | means the Commission Implementing Regulation (EU) No 821/2014 of 28 July 2014 laying down rules for the application of the CPR; |
| Intermediate Body | means Junta de Andalucía; |
| Investment Board | means the investment board of the FoF; |
| Irregularity | means any breach of EU law or of national law relating to its application, resulting from an act or omission by an economic operator involved in the implementation of ESIF which has, or would have, the effect of prejudicing the budget of the EU by charging an unjustified item of expenditure to the budget of the EU; |
| Managing Authority | means the national public authority designated by Spain to manage the OP: Subdirección General de Gestión del FEDER, Dirección General de Fondos Europeos of the Ministerio de Hacienda y Función Pública; |
| Operational Agreement | means an agreement entered into between the EIB acting on behalf of the FoF and a Financial Intermediary on the basis of this CEOI and the selection process; |
| PPP | means a Public Private Partnership; |
| Preselected Applicant(s) | means the Applicant(s) that comply with the Exclusion and Administrative Criteria, listed in Section 8 and 9 |
| Selected Applicant(s) | means Applicant(s) selected as a result of this CEOI; |
| SUD projects | Sustainable Urban Development projects, in line with Section 3.d. |

In this CEOI, words denoting:

- (i) the singular number only shall include the plural number also and vice versa;
- (ii) one gender only shall include the other gender; and
- (iii) persons only shall include firms and corporations and vice versa.

2.a Disclaimer

The EIB (including any employees, officers, Investment Board members, advisers and/or contractors of the EIB who contributed to the preparation of this document) make no representation, warranty or undertaking of any kind in relation to the accuracy or completeness of any information provided in, or in connection with, this CEOI (for the purposes of this section the "Information").

The EIB will not be liable or responsible to any person in relation to any inaccuracy, error, omission or misleading statements contained in the Information. The EIB will not be liable or

responsible to any person in relation to any failure to inform any person of any inaccuracy, error, omission or misleading statement contained in such Information of which it becomes aware after the date of release of that Information. The EIB shall not be liable to any person for any damages, losses, costs, liabilities or expenses of any kind which it may suffer as a consequence of relying upon such Information.

Any person considering making a decision to enter into contractual relationships with the EIB and/or any other person on the basis of the Information provided to (or otherwise received by) Applicants (whether prior to this CEOI or at any point during the Financial Intermediary selection process) in relation to the selection process should make their own investigation and form their own opinion. In particular, the distribution or receipt of this CEOI shall not constitute or be construed as the giving of investment advice or a recommendation of any kind by the EIB.

Only the express terms of any written contract (as and when it is executed) shall have any contractual effect.

All Applicants are solely responsible for their costs and expenses incurred in connection with this selection process including the preparation and submission of applications and participation in all future stages of this process. Under no circumstances will the EIB be liable for any costs or expenses borne by the Applicants or any of their supply chain, partners or advisors in this process.

For the purposes of the selection process, all advisors of the EIB are acting exclusively as the advisors to the EIB and will not be responsible or owe any duty of care to anyone other than the EIB in respect of the selection process.

This CEOI does not represent a public procurement procedure in the sense of Directive 2014/24/EU.

2.b Conflicts

The EIB requires all actual or potential conflicts of interest to be resolved to the EIB's satisfaction prior to the delivery of an Applicant's submission. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the EIB could result in an Applicant being disqualified at the sole discretion of the EIB.

2.c Canvassing and non-collusion

The EIB reserves the right to disqualify (without prejudice to any other civil remedies available to the EIB and without prejudice to any criminal liability which such conduct by an Applicant or consortium member, as the case may be, may attract) any Applicant or consortium member who, in connection with this document:

(i) offers any inducement, fee or reward to any Investment Board member, employee or officer of the EIB;

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- (ii) contacts any Investment Board member, employee or officer of the EIB about any aspect of this document in a manner not permitted by this document;
 - (iii) fixes or adjusts the amount of its EoI by or in accordance with any agreement or arrangement with any other Applicant or consortium member or supply chain member of any other Applicant (other than its own consortium members or supply chain);
 - (iv) enters into any agreement or arrangement with any other Applicant or potential Applicant or consortium member of any other Applicant or potential Applicant to the effect that it shall refrain from making a submission or as to the amount of any submission;
 - (v) causes or induces any person to enter into such agreement as is mentioned above or to inform the Applicant or a consortium member of the Applicant of the amount or approximate amount of any rival submission;
 - (vi) canvasses any person in connection with this document who is not one of its own consortium members or one of its own team;
 - (vii) offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other submission or proposed submission; or
 - (viii) communicates to any person other than EIB the amount or approximate amount of its proposed submission (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a submission).

2.d Intellectual property

The copyright of this document and all content therein is vested in the EIB.

This document may not be reproduced, copied or stored in any medium without the prior written consent of the EIB except in relation to the preparation of a submission.

All documentation supplied by the EIB in relation to this selection process is and shall remain the property of the EIB and must be returned on demand, without any copies being retained. Applicants are not authorised to copy, reproduce or distribute such documents at any time except as is necessary to produce a submission.

2.e Publicity

Applicants shall not undertake (or permit to be undertaken) at any time, any publicity activity with any section of the media in relation to this selection process other than with the prior written agreement of the EIB. Such agreement shall extend to the content of any publicity. In this paragraph, the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

3. The Investment Strategy of the FoF and the role of the Financial Intermediaries

3.a Set-up and sources of funds

The Dirección General de Fondos Europeos of the Ministerio de Hacienda y Función Pública (“Managing Authority”) has designated JdA as Intermediate Body for the administration of the OP.

JdA has decided to use ERDF resources from the OP to tackle part of the market gap related to access to finance of SUD projects, as in more detail described in the relevant Ex-ante Assessment under the 2014-2020 programming period.

To this effect, JdA and the EIB have entered into a Funding Agreement, whereby JdA appointed the EIB to manage and operate the FoF. On this basis, the FoF was set-up as a separate block of finance within the EIB.

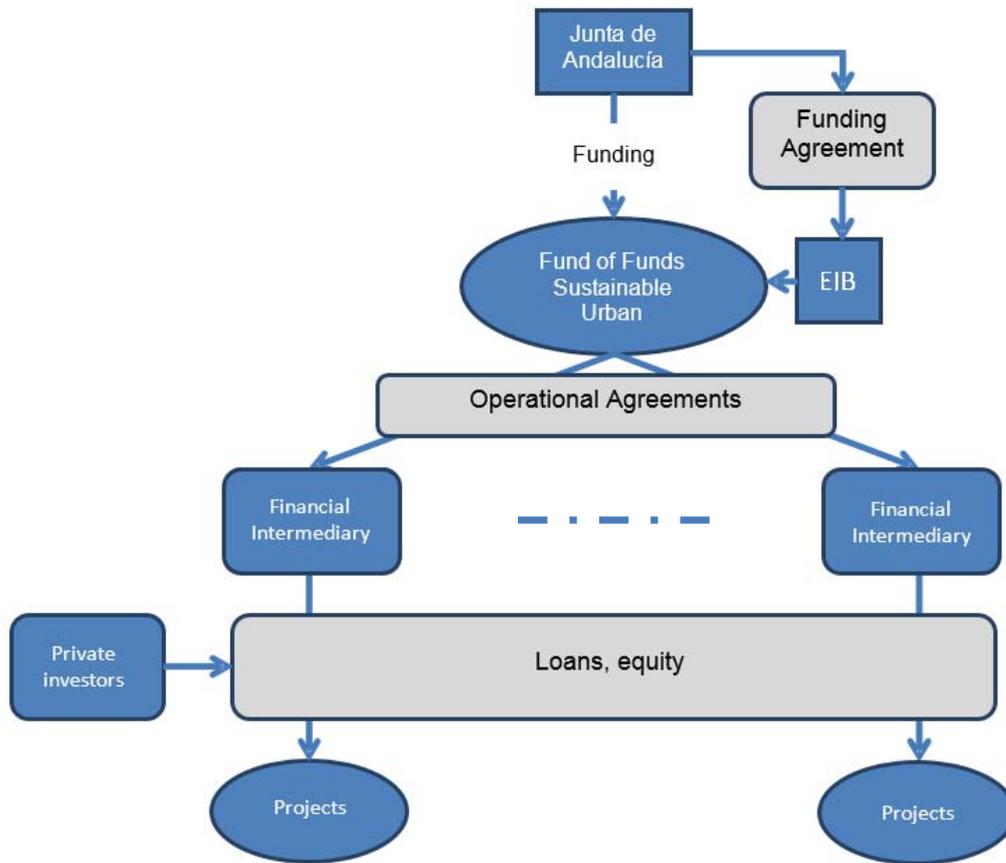
In order to address, to the extent possible, the funding gap delineated in the Ex-ante Assessment, JdA intends to contribute EUR 250m from Andalucía ERDF 2014-2020 and national match funding to the FoF, of which EUR 122,125,310 committed in a first phase and the rest before 30 June 2020.

Other potential contributions include:

- Potential EIB financial contribution: independently from managing the FoF, EIB may consider providing additional financing in order to reinforce the impact of the initiative, through a possible EIB loan under the EIB’s own internal rules and procedures, and subject to approval of its deliberative bodies.
- Potential public or private financial contribution: this includes, but not limited to, additional regional or JdA contributions from the OP, returns from the legacy funds of JESSICA Andalucía of the 2007-2013 period or from any other FI from the previous programming period which could be transferred to the FoF, if deemed appropriate and subject to the agreement between the JdA and EIB.

Funds shall be allocated to the selected Financial Intermediaries under this CEOI with the aim to channel them to SUD projects meeting the eligibility criteria presented in Section 3.d below.

The overall envisaged structure is depicted in the diagram below:



3.b Selection, legal form and responsibilities

The Financial Intermediaries will be selected according to the criteria set out in this CEOI. The Financial Intermediaries will enter into Operational Agreements with the EIB on the basis of which they will receive contributions from the FoF. In order to implement the FI, the Financial Intermediaries shall establish separate blocks of finance within financial institutions, or independent legal entities, in accordance with Applicable Laws.

The key tasks envisaged for the Financial Intermediary shall broadly be, but not limited, to:

- identify, select in a transparent and objective way and lead the negotiation and structuring of financial investments in financially viable SUD projects which fit within the Investment Strategy and Business Plan of the FoF, eligibility requirements and criteria applicable to the OP, the agreed Business Plan and Applicable Laws;
- monitor and control SUD projects to provide the necessary information to the FoF, JdA, the Investment Board and authorised entities in order for JdA to comply with the reporting obligations towards the Commission in accordance with Applicable Laws;
- secure the provision of co-financing (as defined below in Section 3.e) to ensure sufficient and appropriate leverage of the funds contributed from the FoF and that

sufficient Eligible Expenditure can be declared in those SUD projects in accordance with Applicable Laws;

- actively manage the funds received from the FoF and use any accrued interest and other gains attributable to these funds for eligible projects in accordance with Applicable Laws;
- agree/define and manage appropriate exit strategies from SUD project investments.

The Financial Intermediaries will have to undertake full management and responsibility in respect of the financing and/or investment agreements with Final Recipients and shall carry out due diligence on proposed investments, including credit risk and investments appraisal and structuring. In addition to ensuring that the SUD investments are viable from an economic and financial point of view, the Financial Intermediaries must ensure that they meet the eligibility criteria established by the OP, all applicable national, EU rules and guidelines provided in this CEOI.

3.c Investment products to be offered by Financial Intermediaries

The financial products offered through the FoF resources, will be loans and equity, including quasi equity.

Subject to State aid rules, indicative terms and conditions of the financial products would be the following:

a) Loans

- Maximum loan amount: in general, up to EUR 20m, representing a maximum level of investment of 50% of the total project cost.
- Maturities, in principle, of up to 20 years, with possibility of a grace period.

b) Equity and quasi equity.

- Up to EUR 20m, not exceeding the 50% of the total project financing.
- Minority capital contributions, below 50% of the equity capital of the project.
- In equity investments, *pari passu* with the rest of private investors looking for a well-timed divestment.

The total participation of the FI (loans+equity/quasi equity) in the project shall not exceed 70% of the total project cost. The maximum investment into each project shall ensure sufficient diversification of the FoF.

3.d Specification of eligible SUD investments

The Investment Strategy herein complies with the objectives of the OP. In this context, the Financial Intermediary may only make investments or financing, or commit to investment or financing, SUD projects in line with an urban strategy. Funding shall be allocated to investment priorities of the latest approved OP tackling urban development, which includes at least: digital

public services and smart cities, promotion and development of cultural and tourism heritage, improvement of urban environment to revitalise cities and housing rehabilitation in urban deprived communities.

Additional investment priorities could be included in the case new SUD measures are introduced in the OP.

Final recipients

Final recipients shall be enterprises, as described under Commission Recommendation 2003/361/EC, which must comply with the following additional requirements:

(a) they shall be urban development actors, meaning undertakings with a legal status allowing for taking debts and implementing SUD projects, with various ownership structures, for example combining private and public capital;

(b) they shall be active partners for regional and local authorities stimulating urban development by investing in SUD projects. Final recipients must have suitable legal interest in the asset which the investment is made;

(c) they shall not be excluded by Article 1(2) to (5) of the Regulation (EU) No 651/2014;

(d) they shall not be part of one or more restricted sectors;

(e) they shall not be a company in difficulty as defined by Article 2(18) of the Regulation (EU) No 651/2014; and

(f) they shall not be debtors to the Public Treasury of JdA, the State Public Treasury or the Social Security, nor delinquent or in default in respect of any other loan or lease either granted by the financial intermediary or by another financial institution pursuant to checks made in accordance with the financial intermediary internal guidelines and standard credit policy.

Eligible SUD projects

All SUD projects receiving support under FIs should comply with the general eligibility criteria presented below:

- Investment according to the targeted sectors and projects included in point 3.d;
- Infrastructure or project located in the region of Andalucía;
- Compliance with Applicable Laws;
- Reliability of the business model, cash flows, partners, etc.; and
- Sufficient repayment capacity.

Eligible SUD projects are expected to offer an acceptable return on the investment. Projects should not have been completed yet (the Financial Intermediaries shall not re-finance acquisitions or participate with their funding in projects already completed).

Principles for selection of SUD projects

Moreover, the projects must comply with the financial and economic criteria identified in the OP:

- Financial sustainability, being able to demonstrate recurring revenues or cost savings;
- Strategic alignment with the sustainable urban development strategies within the region of Andalucía.

For the avoidance of doubt, the Financial Intermediary is requested to verify and document at each instance, as necessary, the eligibility criteria set out under the OP and any other Applicable Laws.

3.e Co-financing

The Financial Intermediary will be required to contribute from its own funds at least 1% of the total amount received from the FoF.

Moreover, the Financial Intermediary shall provide, procure or find co-financing of at least 30%, including own funds, of the overall volume of each individual investment, which are to be provided by SUD projects sponsors, commercial banks or private funds others than the FoF.

3.f Risk guidelines

The risk profile and creditworthiness of the Final Recipients will be assessed independently by the Financial Intermediary. In carrying out its responsibilities, the Financial Intermediary shall act as diligent business entity applying at least the standard of professional care that can be expected from an EU regulated financial institution following its own internal procedures and policies, as well as best practices in alternative investment fund management. In particular, the Financial Intermediary shall assess the creditworthiness of the Final Recipients in line with the above, also on the basis of the specific categories of promoters, type of project and financial product used from time to time. It will have to implement appropriate recovery procedures and may write off amounts due only in cases where the collection of such amounts can no longer be reasonably expected according to standard market practice. The Financial Intermediary will be responsible for the origination, underwriting and servicing of loans and investments to Final Recipients, including the recovery of defaulted loans and the exit of investments in accordance with the Operational Agreement to be signed with the EIB.

4. Operational Provisions

4.1 Amounts allocated under the CEOI

4.1.1 Applications

It is planned to allocate an initial amount of up to EUR 122,125,310 to one or more Financial Intermediaries under the first implementation phase of the FoF, followed by the allocation of up to EUR 127,874,690 in the subsequent implementation phases.

Allocations to Financial Intermediaries in the first and successive implementation phases will be disbursed in the following stages:

1. The initial amount is set as up to EUR 122,125,310. A first tranche of 25% of the initial amount will be equally distributed amongst the Financial Intermediaries in the first phase. The remaining amount of up to EUR 250m, without prejudice of any other contribution that may come from other sources as stated in section 3.a), will be distributed, once available, pursuant to the terms and conditions set out under the relevant Operational Agreement.

2. After the payment of the first tranche, subsequent tranches will be equally distributed by the EIB to each Financial Intermediary provided that at least 85% of each applications for interim payments has been spent as Eligible Expenditure with the meaning of points (a), (b) and (d) of Article 42(1) CPR.

For the avoidance of doubt, any Financial Intermediary that does not meet the aforementioned threshold will not be entitled to receive any additional funds, thus allowing EIB, in its capacity as the FoF manager, to make available the FoF funds to the Financial Intermediaries that meet the above threshold.

If a Financial Intermediary has not managed to meet the abovementioned threshold (i.e. 85% of the first tranche being disbursed to SUD projects at first and successive phases) after eighteen months of Financial Intermediaries having received the funds of the first tranche, the EIB, at its discretion and subject to the decision of the Investment Board, shall be entitled without any notice to de-commit the part of the tranche that has not been spent for eligible expenses and re-allocate such funds to other Financial Intermediaries, or launch a new CEOI or return the funds to JdA.

The disbursement of any tranches is subject to the availability of funds received by the EIB from JdA.

The EIB will appoint a maximum of three (3) Financial Intermediaries, subject to the number and quality of EoIs received.

4.1.2 Potential EIB financial contribution

Independently from managing the FoF, the EIB may, at its sole discretion, provide financial support from its own resources for SUD investments. The form and amount of the support is subject to the EIB's internal rules and procedures.

4.2 Obligations under the Operational Agreements

The Financial Intermediary shall be required to comply with obligations including, but not limited to, the following:

- The requirement to comply with Applicable Laws.
- The requirement to indemnify the FoF for any loss caused by failure to comply with the Applicable Laws or with the terms of the Operational Agreement.
- The requirement to indemnify the FoF for any Irregularity occurring at the level of the Final Recipients unless the Financial Intermediary can prove that it has exercised due diligence in selecting and pursuing, at its own expense, appropriate contractual and legal measures against the Final Recipients to recover the amounts affected by the Irregularity.
- The requirement to act with a degree of professional care, efficiency, transparency and diligence expected from a professional body experienced in implementing FIs.
- The requirement to select the Final Recipients benefiting from the support of the FI with due account of the nature of the FI and the potential economic viability of the projects of the Final Recipients which are to be financed;
- The requirement that the selection of the Final Recipients is transparent and can be justified by the Financial Intermediaries on objective grounds and that such selection does not give rise to any conflict of interest.
- The requirement to inform the Final Recipients, in accordance with Article 115 and Annex XII of the CPR, that the funding is provided under co-financed ESIF programmes.
- The requirement to ensure that agreements with Final Recipients incorporate the publicity requirements applicable to Final Recipients set out in Section 2.2 of Annex XII of the CPR.
- The requirement to provide support to Final Recipients in a proportionate manner, which has the least distortive effect on competition.
- The requirement to monitor the implementation of investments and deal flows including regular reporting to the FoF.
- The requirement to agree that the Financial Intermediary may be visited (including on the spot verifications) by the EIB in order for the latest to fulfil its monitoring obligations.
- The requirement to agree that the Financial Intermediary may be audited (including on the spot verifications) by or on behalf of JdA audit authority, the Commission and the European Court of Auditors or other properly appointed body.
- The requirement to agree that they cannot make a claim for any amount beyond the amount committed to them.

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- The requirement to hold, maintain and require the Final Recipients to hold and maintain amounts received from the FoF in a bank account with an investment grade credit institution situated within the territory of a Member State of the EU.
 - The requirement to ensure that the Financial Recipients undertake to comply with applicable State aid rules and that the Financial Intermediaries shall repay any support received through the FoF which constitutes unlawful State aid.
 - The requirement to set up and maintain a separate accounting system or use a separate accounting code for disbursements to Final Recipients and to maintain an audit trail regarding investments (including identification of amounts disbursed for investment in accordance with the OP, EIB or other rules).
 - The requirement to comply with the provision and standards, as implemented in the governing national law, set out in Directive 2015/849 on the prevention of the use of the financial system for the purposes of Money Laundering (“ML”) or Terrorist Financing (“TF”); the Financial Intermediary should meet the standards described in the “Anti-Money Laundering Questionnaire” issued by the Wolfsberg Group.
 - The requirement to apply (i) European restrictive measures issued pursuant to Chapter 2 of Title V of the Treaty on European Union as well as Article 215 of the Treaty on the Functioning of the European Union, (ii) United Nations sanctions decided by the UN Security Council pursuant to Article 41 of the UN Charter and (iii) to the extent applicable sanctions imposed by the competent US sanctions authorities (such as the Office of Foreign Asset Control).
 - The requirement to comply with the applicable legislation and market standards, concerning, *inter alia*, tax fraud, tax evasion, tax avoidance, aggressive tax planning and harmful tax practices.
 - Requirements on data protection and document retention by the Financial Intermediaries and/or the Final Recipients.
 - Requirements on the distinction and eligibility of the expenditure in accordance with the applicable rules and targets of their source of finance (on the basis of Article 37(8) CPR.
 - Setting-up and maintenance of an office in Andalucía.

Financial Intermediaries shall not: (i) be established and shall not maintain business relations with entities incorporated in territories whose jurisdictions do not cooperate with the European Union in relation to the application of internationally agreed standards with respect to money laundering, financing of terrorism, tax fraud, tax evasion, tax avoidance, aggressive tax planning or harmful tax practices; or (ii) engage or promote the engagement in any jurisdiction in activities, arrangements or series of arrangements which, having regard to all relevant facts and circumstances, could reasonably be considered as having been implemented for the purposes of any of the aforementioned. The Financial Intermediaries will be required to pass on certain of these obligations (including but not limited to obligations regarding sanctions compliance, Anti-Fraud and AML/CFT to the extent applicable) to Final Recipients and ensure that certain rights and obligations are included in their agreements with Final Recipients (including the right to recover from the Final Recipients any amount that forms an Irregularity).

Financial Intermediaries shall acknowledge the EIB Anti-Fraud Policy¹ which sets out the policy of the EIB for preventing and deterring corruption, fraud, collusion, coercion, obstruction, money laundering and terrorist financing and shall take appropriate measures (as may be further specified in the Operational Agreements) to facilitate implementation of such policy.

The Operational Agreements signed with the Financial Intermediaries, including main terms and conditions, may be subject to modifications, to be agreed between parties, in case of changes of prevailing circumstances, following also the agreement of the Investment Board, as the case may be.

4.3 Duration of the Operational Agreements

On an indicative basis, Operational Agreements will remain in force from the date of entering into force up to the winding up of the FI.

5. Instructions for Submission of Expression of Interest and Important Notices

The selection of Financial Intermediaries will proceed as described below. If you wish to participate in this CEOI, please forward your Eoi and appendices (prepared in accordance with the instructions in this document) enclosed in two sealed envelopes, the outer envelope bearing instructions not to open the inner envelope (which should contain the original and a copy), which should be marked:

DO NOT OPEN:

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| <p>Ref.: PC-1510</p> <p>Deadline for receipt of expression of interest: 15/10/2018</p> |
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and delivered either:

- (a) By registered post, to the following address:

EUROPEAN INVESTMENT BANK
For the attention of CS/Procurement
Reference: PC-1510
Procurement and Purchasing Division
98-100 boulevard Konrad Adenauer
L-2950 LUXEMBOURG

dispatched by midnight (Luxembourg time) on **15 October 2018** at the latest, as evidenced by the postmark; or

¹ Available at: http://www.eib.org/attachments/strategies/anti_fraud_policy_20130917_en.pdf.

(b) By handing it in (by messenger or courier) at the reception desk of the

EUROPEAN INVESTMENT BANK
For the attention of CS/Procurement
Reference: PC-1510
Procurement and Purchasing Division
98-100 boulevard Konrad Adenauer
L-2950 LUXEMBOURG

The EoI must be posted or handed in by **15 October 2018** at the latest (up to midnight Luxembourg time in the case of delivery as described in (b) above).

The receipt dated and signed by the employee at the reception desk of the EIB who receives the EoI (reception desk open 24 hours a day) shall form the evidence of the EoI having been handed in.

Applications will not be accepted if they:

- a) are not sent in two sealed envelopes;
- b) are not sent or delivered by hand to the EIB before the specified deadline (as evidenced by the postmark or receipt signed and dated by the officer at the reception desk);
- c) do not conform to the provisions of this CEOI.

A template for the EoI together with its appendices is attached hereto in Annexes 1 to 4. The EoI shall also include the Business Plan.

No later than **28 September 2018**, the Applicants may request clarifications regarding this CEOI which for the avoidance of doubt shall be valid only if in written form. Such requests must indicate the CEOI reference number and the name of the Applicant and shall be submitted in English via e-mail to: CS-procurement@eib.org

Requests for clarifications from Applicants shall not receive individual replies. Instead, answers to relevant requests for clarifications received within the relevant deadline will be in a Clarification Document to be emailed to all Applicants at least 6 calendar days before the deadline for submission of EOI. The indicative timetable for this CEOI, which may be subject to change, is:

| Activity | Timing |
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| Issue of CEOI | 12/9/2018 |
| Deadline for requests for additional information | 28/09/2018 |
| Deadline for submission of EoI | 15/10/2018 |

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| Notification to Applicants of the outcome of the selection process (for further details please see Section 6) | November 2018 |
| Anticipated conclusion of the Operational Agreement with the Selected Applicants | February 2019 |

Applicants are directed to the important notices below. Unless expressly stated otherwise the terms and expressions used in this document shall have the meanings set out in Section 2 above:

1. All monetary amounts contained in Eols must be firm and non-revisable, quoted in Euro and free of taxes and duties, the EIB being exempt from those charges under the Protocol on the Privileges and Immunities of the European Communities.
2. The Applicant must declare that it has taken note of the conditions of the CEOI and has had the opportunity to gauge the scope and quality of the services required, as well as the possible risks and difficulties in the implementation.
3. The Applicant cannot invoke any error, inaccuracy or omission in its Eol to call any Operational Agreement into question or to attempt to have any contract amended.
4. The EIB reserves the right to reject any application that fails to comply with the specifications of this CEOI.
5. The EIB reserves the right to reject any Applicant:
 - (i) guilty of material misrepresentation;
 - (ii) who contravenes any of the terms of this document; and/or
 - (iii) undergoing a change in identity, control, financial standing or other factor impacting on the selection and/or the evaluation process affecting the Applicant.
6. Eols must be drawn up in writing in English (applications in other languages will not be accepted). Any official documents in a language other than English must be accompanied by a certified translation.
7. Applicants must respond to the requirements set out in this CEOI item by item.
8. The EIB may cancel this CEOI without notice at any time. The EIB reserves the right not to sign an Operational Agreement with any Applicant. Applicants shall respond to this CEOI on the understanding that they would not be entitled to any form of compensation, should the EIB decide to interrupt or cancel the CEOI before an Operational Agreement is signed.
9. The EIB has no obligation to enter into an Operational Agreement with a Selected Applicant. Following the selection of an Applicant, the EIB may enter into an Operational Agreement subject to: (i) successful commercial and legal negotiations, and (ii) the relevant EIB internal approvals under the EIB's own rules and procedures.

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10. Participation in this CEOI shall be taken as acceptance of all the terms and conditions mentioned in this CEOI and the conditions of the specifications.
 11. The EIB reserves the right to seek additional details from an Applicant to clarify any part of the Applicant's Eol.
 12. Eols must be drawn up on paper in duplicate, i.e. one original and one copy: each clearly marked "Original" or "Copy" as well as an electronic copy on CD or USB stick clearly marked with the name of the Applicant and the Ref. Number. Electronic copies shall be provided in searchable OCR PDF format identical to the paper version and **MUST NOT** be password protected. In case of discrepancies between the paper and electronic versions, the paper version shall prevail.
 13. All Applicants will be informed in writing of the outcome of their applications.
 14. All Applicants may be invited to a presentation, if the EIB so decides. Applicants will not be permitted to modify the terms and conditions of their Eol during their presentation or at any other time after the application has been submitted to the EIB.
 15. The EIB Complaints Mechanism Policy shall apply. In addition, any legal dispute arising out of or related to this procedure shall be resolved by the European Court of Justice.

6. Selection process

Financial Intermediaries shall be selected on the basis of an open, transparent, proportionate, non-discriminatory and objective selection procedure avoiding conflicts of interest, in line with the EIB's policies, rules, procedures and statutes.

Stages of the selection process

1. The EIB will reject the Eols from Applicants which do not comply with the Exclusion Criteria set out under Section 8 below.
2. Applicants whose Eol is not rejected according to the Exclusion Criteria will be examined based on the Administrative Criteria set out under Section 9 below.
3. Those Pre-selected Applicants whose Eol passes the Administrative Criteria will thereafter be assessed on the basis of the Assessment Criteria set out under Section 10 below.
4. The selection shall be done by establishing a ranking amongst the Eols on the basis of the Assessment Criteria.
5. The Selected Applicants and their Eol will be subjected to a compliance due diligence by EIB.
6. Thereafter, a summary of the Eol of the Selected Applicants, who have not been otherwise eliminated following the compliance due diligence performed by the EIB, shall be submitted to the Investment Board of the FoF following EIB recommendation for its consideration and approval. Following the approval of the Investment Board, the EIB shall commence negotiations with the Selected Applicants with a view to concluding an Operational Agreement.

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7. The remaining Pre-selected Applicants, if any, that have not been excluded on the basis of the Exclusion Criteria and have passed the Administrative Criteria, may be included in a closed reserve list for a period of 12 months from the date of submissions of the Eols which may be renewed for further periods of 12 months at the discretion of the EIB.
 8. All Applicants who have submitted Eols will be informed in writing of the outcome of the assessment.
 9. If the EIB and the Selected Applicant fail to reach agreement on the terms of an Operational Agreement or if the Operational Agreement with the Selected Applicant is fully or partially terminated irrespective of the cause, the EIB may enter into negotiations with a view to concluding an Operational Agreement with the Pre-selected Applicant ranked first on the reserve list and so on.
 10. The EIB may provide a loan through its own resources to a Financial Intermediary, according to its own rules and procedures. For the avoidance of doubt, the CEOI and Selection process do not apply to such transaction.

7. Minimum Content of the Business Plan

The Business Plan to be included in the Eol must address the areas described below. Certain aspects of the Business Plan (which shall not include fees) may be developed by mutual consent during the negotiation period of the Operational Agreement.

I. Investment strategy

The Applicant should put forward its investment policy and explain how this can reach the objectives initially specified in the OP. In particular, the investment strategy should address the following:

- i. **Consistency with OP objectives:** This section should explain what role the Applicant will assume in implementing the FI. It should outline the objectives of the Applicant's investment strategy and link these to the OP objectives and the Investment Strategy of the FoF (as highlighted in section 3 of this CEOI).
- ii. **Compliance with eligibility conditions:** In this section the Applicant should evidence how it meets the conditions to implement a FI as set out in Article 7(1) of the CDR:
 - a. entitlement to carry out the implementation tasks under EU and national law;
 - b. adequate economic and financial viability;
 - c. adequate capacity to implement the FI, including organisational structure and governance framework providing the necessary assurance to JdA;
 - d. existence of an effective and efficient internal control system;
 - e. use of an accounting system providing accurate, complete and reliable information in a timely manner;
 - f. agreement to be audited by Member State audit bodies, the Commission and the European Court of Auditors.

Furthermore, the Applicant should confirm that it complies with the requirements set out in the Applicable Laws.

Although different types of SUD projects can be distinguished, all of them shall demonstrate at least the following parameters:

General requirements:

- a. compliance with Applicable Laws;
- b. soundness in terms of business model, cash flows, partners, etc.;
- c. projects shall be structured in such a way so that they generate revenue, as required by ESIF Regulations;
- d. projects shall ensure appropriate economic and / or social benefits.

Requirements related to the Investment Strategy with Business Plan:

- a. projects shall be compliant with applicable eligibility rules;
- b. projects shall contribute to the objectives stipulated in the Investment Strategy with Business Plan.

iii. **Description of the products:** In accordance with the main elements of the proposed financial products described under section 3c, Applicants should describe the general characteristics of the products to be provided by the Applicant, including an indication of the following elements:

- a. Split the amounts devoted to equity/quasi equity and loans (or in percentage terms with respect to the total amount received from the FoF).
- b. Clarity and feasibility of the exit policy in the case of equity/quasi equity. In case of loans, indicate general conditions (such as minimum/maximum term, applicable interest rate under market conditions or in compliance with State aid rules, collaterals required, etc.).
- c. Structure investments aligning the interest of all the investors, including the project promoter.
- d. Any other conditions or requirements, depending on the type of product.

iv. **Project pipeline/portfolio definition:** This section should describe the type of SUD projects and their key characteristics. It should demonstrate the Applicant's approach towards the selection, appraisal and financing of a diversified pipeline of SUD investments and the additionality compared to present activity. The Applicant is requested to propose a concrete pipeline of SUD projects to be financed, demonstrating also the Applicant's capacity to timely invest the FoF resources. Details of the respective project pipeline shall include at least the following parameters:

- o General description of the projects, e.g. sector, size, other available funding and investors including from co-financing, description of sub-optimal investment conditions / market failures as well as the projects timetables;

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- Financial assessment of the projects and indication of risks (including technical, market, financial etc.); and preliminary assessment of non-financial performance (e.g. jobs created, socio-economic impact, etc.);
 - Typology and diversification of project pipeline in terms of, indicatively, sector and size; and
 - Maturity stage of projects, including steps that have already been completed (e.g. studies, environmental and building permits where applicable), pending issues and estimated start date of construction.

The financial product to be selected will differ according to the type of project and shall be established by the Financial Intermediary on a case by case basis. The financial criteria may include any financial indicators, typically using investment and credit analysis (internal rate of return, NPV, payback period, cash flow profile, project leverage, debt terms, quality of collaterals, profitability, entry valuation, etc.). It is acknowledged that for SUD projects, precise calculation of financial indicators may not be possible at the time of presenting the EoI.

- v. **Financial planning:** The Applicant should present the expected future key financial figures of the FI, based on the assumptions made. Assumptions should be in line with the proposed portfolio of SUD projects and the overall proposed Business Plan. These could include macroeconomic variables that have an impact on the financial projections, e.g. reference interest rates, as well as assumptions specific to project financing (e.g. IRR calculations or anticipated default rates). As a good practice, both assumptions and projections are provided on an annual basis for each year of the projection. Results of the projection could include pro forma financial statements and cash flow statements.
- vi. **Selection methodology for Final Recipients:** This section should take the elements mentioned in the “Specification of eligible SUD investments” and “Project pipeline/portfolio definition” sections and set forward a selection methodology that addresses the objectives and risks already identified. Selection should be in line with the requirements of the CPR and the CDR, in particular Article 6(1)(a) of the CDR, as well as applicable State aid rules and public procurement rules, where relevant. The Applicant should describe in this section how it intends to check and control eligibility criteria of the OP when selecting Final Recipients.
- vii. **Treasury management:** The Applicant should specify how idle funds shall be managed. The Financial Intermediary shall not be entitled to compensation from the FoF or the JdA for any loss incurred due to its treasury investments.
- viii. **State aid:** It is the responsibility of JdA and the Financial Intermediaries to ensure compliance with State aid rules. JdA will provides specific guidance to be complied with by the Financial Intermediaries on State aid and will have the right to verify the compliance with such guidance through specific monitoring and control activities. State Aid rules.

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- ix. **Target market:** This section should clearly and briefly describe the market demands, the estimated demand for equity/ quasi equity/ debt and specify the characteristics of the investments in the targeted area and the target Final Recipients. This should be based on the type of Final Recipients mentioned in the Investment Strategy of the FoF (section 3.d).
 - x. **Marketing of the FI:** This section should briefly describe a strategy for making the FI and its benefits known to its target market. Final Recipients should be made aware that financial assistance is available to them and then be informed that the assistance they receive is co-financed through ESIF.
 - xi. **Exit strategy:** The Applicant should describe its normal exit strategy and, where necessary, early withdrawal procedures from SUD projects of Final Recipients, along with their trigger conditions. Based on exits, resources will be paid back including capital repayments with gains and other earnings or yields, or any other income generated by investments, which are attributable to the support from ESIF.

II. Management team

The Applicant should outline the roles and responsibilities of the management team and describe in detail how specific departments or individuals fit their proposed roles, detailing who would be full-time dedicated to the FI and who would be part-time (describing side activities for the part-time members and providing short CV which should highlight previous experience and expertise in activities related to this FI). A minimum of 2 and a maximum of 10 Cvs must be provided. The Applicant should demonstrate relevant management team's professional experience/track record in private equity and/or venture capital and/or as debt provider. Previous experience in the Autonomous Community of Andalucía, in SUD investment/lending and in financial instruments will be an asset.

It should describe how the management team fits into the broader organisation of the Applicant and indicate the experts and departments that would contribute to both the FI and other activities of the Applicant such as risk management or legal departments. Where relevant, it should also indicate the preventive measures taken in order to address potential conflicts of interest.

This section can also describe any capacity building activities for existing staff or delegation of knowledge-intensive tasks to sub-contractors. It should further outline the roles and responsibilities of internal teams such as project selection team/risk management team or internal control bodies. Short CVs for the key experts as well as other key persons should be provided, with indication of years of experience in managing received funds and in selecting and investing in the areas of infrastructure funds, energy efficiency funds and/or SUD projects and previous experience in dealing with financial instruments. A minimum of 2 and a maximum of 15 CVs must be provided. Applicants should indicate in their EoI(s) the members of the

management team (number of staff and their seniority) that will be engaged exclusively for the FI operations.

III. Governance and implementation

- i. **Legal, ownership, governance and management structure:** The Applicant should indicate and describe its legal and ownership structure and the legal and ownership structure of the entities set up for managing the FI (differentiating between loans and equity/quasi equity). The Applicant should also describe its corporate governance including adherence to regulatory requirements; in addition, the Applicant should describe the responsibilities of the management (and if applicable advisory) bodies, together with their composition and decision procedures.
- ii. **Risk management and internal control systems:** The Applicant shall describe its risk management policies and procedures to identify, measure, manage and monitor, on an ongoing basis, all relevant risks, including (i) description of its risk governance and demonstration of adherence with regulatory requirements and best fund practices (ii) an internal control system; (iii) the use of an accounting system providing accurate, complete and reliable information in a timely manner, also taking into consideration the necessary monitoring of the OP and EIB requirements (iv) a governance structure which integrates internal control and risk management procedures. In addition, the Applicant shall demonstrate how it intends to manage the investment risks, including the risk of Irregularities, when implementing the FI, taking into account that addressing market gaps may imply a higher risk than the market is ready to take. This section should also address typical risks and how to address these, risk mitigation measures, diversification measures and monitoring procedures.
- iii. **Conflicts of interest:** The Applicant should describe how it will ensure the impartiality of the selection process for Final Recipients, the management of the funds allocated to it (including Financial Intermediary's own resources) and the proposed measures to align interests and to mitigate possible conflicts on interest. It should identify any existing conflicts of interest and describe conflict of interest preventive mechanisms.
- iv. **Monitoring and reporting procedures:** The Applicant shall provide details of the quality of its IT systems, its monitoring and reporting procedures, and how they will be applied (and if necessary adapted) in the context of the implementation of the FI.
- v. **Co-financing:** The Applicant should describe the envisaged contribution from its own funds, in line with Section 3.e of this CEOI.
- vi. **Leverage:** The Applicant should describe the envisaged strategy for attracting additional co-financing in line with Section 3.e of this CEOI. It should also outline the minimum leverage effect that will be generated from this additional co-financing at portfolio level (i.e. at least 2 times).

IV. Terms and conditions

- **Management fees:** The FoF will compensate the Financial Intermediary for its operations in the form of a management fee. It is pointed out that:
 - The required level of the management fee payable to the Financial Intermediary by the FoF shall be proposed in the Business Plan.
 - The management fee shall include all fees to be charged by the Financial Intermediary in relation to the management of the FI. Beyond the management fees, no additional fees shall be requested by the Financial Intermediary.
 - The management fee paid from FoF resources may not exceed, on an annual average and until 31 December 2023, the thresholds specified in Article 13 of the CDR.
 - The management fee shall not be calculated on the interest earned by a Financial Intermediary on any deposits of funds contributed to the Financial Intermediary by the FoF and not yet invested in SUD projects or returned to the Financial Intermediary from investments in SUD projects.
 - The management fee shall not be calculated on any amount due by any Final Recipient to a Financial Intermediary and not returned due to a failure by a SUD project to pay.
 - The methodology for calculating the management fee is distinguished into two chronological periods:
 - i. From signature of Operational Agreements until 31 December 2023; and
 - ii. From 1 January 2024 onwards and until expiration of the Operational Agreements.
 - In line with Article 13 of the CDR, the management fee for the period until 31 December 2023 should be comprised of two components:
 - i. A base remuneration which shall be calculated as follows:
 - In the case of equity investments, as a per annum percentage for the first 24 months after the signature of the Operational Agreement, thereafter as a per annum percentage, of the contributions committed under the relevant Operational Agreement calculated pro-rata temporis from the date of signature of the relevant Operational Agreement until the end of the Eligibility Period, repayment of the contributions to the FoF or the date of winding up, whichever is earlier;
 - In the case of loans, as a per annum percentage of FoF contributions paid to the FI, calculated pro rata temporis from the date of effective payment to the FI until the end of the Eligibility Period, the repayment to the FoF, or the date of winding up, whichever is earlier.

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- ii. A performance-based remuneration which shall be calculated as follows:
- In the case of equity investments, as a per annum percentage of the investments made to Final Recipients in the form of equity, calculated *pro rata temporis* from the date of payment to the Final Recipient until repayment of the investment, the end of the recovery procedure in the case of write-offs or the end of the Eligibility Period, whichever is earlier;
 - In the case of loans, as a per annum percentage of the total loans granted to Final Recipients calculated *pro rata temporis* from the date of payment to the Final Recipient until repayment of the investment, the end of the recovery procedure in the case of defaults or Eligibility Period, whichever is earlier.
- Management fees will be calculated depending on the proportion of funds dedicated to loans and equity/quasi equity. Therefore, the Financial Intermediary shall clearly split and indicate the proportion of funds devoted to loans and to equity /quasi equity, as well as, if any, the vehicles that will create for each of these products.
 - Aggregate management fees over the entire period from the signature of the Operational Agreement to 31 December 2023 shall be calculated in the case of loans separate from equity/quasi equity and shall comprise the sum of the yearly management fees and shall be expressed as percentage of the total contributions paid from the FoF to the Financial Intermediary.
 - For the period from 1 January 2024 onwards the management fee should be proposed by the Financial Intermediary and shall be comprised of three components:
 - i. As a percentage of the residual outstanding amounts;
 - ii. As a percentage of the actual returns (i.e. interest rate and/or other returns) reimbursed by the supported SUD projects to the Financial Intermediary.
 - iii. As a percentage of capital gains that exceed a hurdle rate.

Proposed management fees have to be aligned with market practices, as well as, with the characteristics of the financial product(s) to be provided by the Applicant.

The management fee for reinvesting repayments (if applicable) shall be negotiated with the Financial Intermediary prior to the end of the investment period and in accordance with the exit policy and winding up provisions of the Operational Agreement.

- **Indicative timetable:** For the purpose of the Business Plan(s), Applicants are requested to prepare a financial model (that shall cover the entire period until the

winding up of the FI based on the following indicative timetable for the selection of the Final Recipients and the related disbursements:

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| 21 per cent of the funds allocated to each Financial Intermediary shall be invested or disbursed by 18 months after the Financial Intermediary having received the initial tranche |
| 43 per cent of the funds allocated to each Financial Intermediary shall be invested or disbursed by 31 December 2021 |
| 64 per cent of the funds allocated to each Financial Intermediary shall be invested or disbursed by 31 December 2022 |
| 100 per cent of the funds allocated to each Financial Intermediary shall be invested or disbursed by 31 December 2023 |

- **Winding up provisions:** The Applicant should briefly describe the winding up procedures for the FI, including conditions for returning any resources attributable to the FoF contributions. This would include returns from the original investments plus any additional earnings, which could be reinvested in new SUD projects. Winding up may take place before or after the end of the Eligibility Period. If before, the date of winding up is used as a reference for the pro rata temporis calculation of the management fee to be paid to the Financial Intermediary.

8. Exclusion Criteria

All Applicants shall provide the declaration in Annex 4 (“Declaration of Honour on Exclusion Criteria and on Absence of Conflict of Interest”) regarding the Exclusion Criteria and the absence of conflict of interest, duly signed and dated by an authorised representative, stating that they are not in one of the situations listed in Annex 4.

All Applicants shall provide a completed Wolfsberg Questionnaire, duly signed and dated by an authorised representative; copies of internal policies and procedures regarding AML-CFT, sanctions compliance and Anti-Fraud/Corruption; and further information, if requested by the EIB.

The Selected Applicant shall provide the documents mentioned as supporting evidence in Annex 4 to the EoI before signature of the Operational Agreement and within the deadline specified by the EIB.

9. Administrative Criteria

Applications not excluded in accordance with the Exclusion Criteria will be assessed on the basis of the following Administrative Criteria:

- The Eol includes a completed table in the form attached as Annex 2 to the Eol and all supporting documents are provided; and
- The declarations indicated in Annex 3 to the Eol are completed, supported by the necessary documentary evidence, and are acceptable to the EIB;

10. Assessment Criteria

Eols which have not been excluded on the basis of the Exclusion Criteria and which meet the Administrative Criteria will be evaluated on the basis of the Assessment Criteria, as described below.

In case the score received in any of the below Assessment Criteria is equal to 0, such Eol will be excluded.

| Assessment criteria | | |
|------------------------------------|---|-----------------------------------|
| Criterion | Assessment rules | Scoring for each criterion |
| 1.- Quality of investment strategy | <p>The Applicant shall describe the investment strategy considering as a minimum the following points:</p> <ul style="list-style-type: none"> • Clarity and feasibility of the Applicant's investment strategy and consistency with objectives of the OP and the FoF, as set out in Section 3. • Comprehensive description of the general characteristics of the products to be provided. Strategy that combines both equity and debt products will be considered as an advantage. • Detailed description of a project pipeline (indicating among others the strength of the pipeline, the level of diversification of the project pipeline in terms of investment size and sector and the estimated total number of SUD projects in the portfolio). • Adequacy of the time schedule indicating how the resources assigned from the FoF will be allocated to sustainable SUD investments. • Credibility of financial planning, project pipeline and operations budget. The ability to demonstrate additional activity in comparison to present activity. • Management and remuneration of idle funds. | [0-15] |

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| | For further information, please see: Business Plan, section 7 I i), iii) iv), v), vii). | |
| 2.- Market opportunities (robustness and credibility of methodology for the identification of market opportunities and assessment of Final Recipients) | <p>The Applicant shall demonstrate:</p> <ul style="list-style-type: none"> • Level of understanding of the market demands, targeted recipients and investments in the targeted area. Estimated demand for equity/quasi equity/debt. • Reliability and credibility of the proposed marketing and promotional strategy. • Capacity to manage appropriate exit opportunities from SUD project investments. • Robustness and credibility of the selection methodology for Financial Recipients and of the methodology with respect to identification and appraisal of SUD investments. <p>For further information, please see Business Plan: section 7 I. Investment Policy, vi, ix, x and xi.</p> | [0-12] |
| 3.- Relevant experience and track record | <ul style="list-style-type: none"> • The Applicant shall demonstrate, among other elements set out in the relevant section of the Business Plan, relevant management team's professional experience/track record in private equity and/or venture capital and/or as debt provider. Previous experience in the Autonomous Community of Andalucía, in SUD investment/lending and in FIs will be an asset. • The Applicant shall indicate a team of key experts with experience in infrastructures funds, energy efficiency funds and/or SUD. If possible, provide evidence of key individual's network and relationships with urban development actors. • The Applicant shall provide evidence of prior experience of the proposed team of experts working as a team. <p>For further information, please see: Business Plan, section 7.II.</p> | [0-16] |
| 4.- Quality of legal ownership, governance, risk management, internal controls, management structure and | <ul style="list-style-type: none"> • The Applicant shall demonstrate adequate capacity to implement the FI, including organisational and governance structure, risk management, organisational and administrative capacities and efficient and effective internal control and accounting systems and procedures, to meet objectives as presented in the Business Plan. The Applicant shall also demonstrate: | [0-15] |

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| organisational capacity | <ul style="list-style-type: none"> reliability and credibility of the proposed governance provisions. Among others, policies and procedures for identifying and dealing with conflicts of interest, deviations from the investment policy and monitoring of key decisions. <p>For further information, please see: Business Plan, section 7.I, ii) in so far as relevant for the evaluation on the basis of the Assessment Criteria and section 7.III, i), ii), iii).</p> | |
| 5.- Administrative capacity and reporting | <ul style="list-style-type: none"> Quality of the Applicants' reporting mechanisms, monitoring procedures and controls. Overall ability of the Financial Intermediary to apply its reporting and monitoring mechanisms and procedures in the context of the implementation of the FI. <p>For further information, please see: Business Plan, section 7.III, iv).</p> | [0-7] |
| 6.- Co-financing with own funds (Alignment of interest) | <ul style="list-style-type: none"> The Applicant shall indicate its level of commitment taking into account the minimum threshold of own resources or third party co-financing indicated in section 3.e. <p>For further information, please see: Business Plan, section 7.III. v).</p> | [0-11] |
| 7.- Leverage | <ul style="list-style-type: none"> Adequacy of envisaged strategy for attracting other public/private investments in the form of additional co-financing. The Applicant shall provide the projected amount of external funds. <p>For further information, please see: Business Plan, section 7.III. vi).</p> | [0-8] |
| 8.- Management fees for the period until 31 December 2023 | <ul style="list-style-type: none"> The Applicant shall present the level of management fees required to implement the FI in accordance with the CDR, and taking into account section 7.IV of this document. | [0-8] |
| 9.- Management fees for the period from 1 January 2024 onwards (Alignment of interest). | <ul style="list-style-type: none"> The Applicant shall present the level of management fees required for this period in accordance with section 7.IV of this document. | [0-8] |

Note 1 – Scoring of items 1 - 5

Scoring of items from 1 to 5 will be given on the basis of a qualitative analysis.

Note 2 – Scoring of item 6

Own resources co-financing proposals under item 6 will be assessed individually and the highest proposal for committed own resources co-financing will be compared to each individual proposal for committed own resources co-financing (i.e. proposal of Applicant being measured / Highest proposal of all Applicants), resulting to the best proposal (i.e. highest value) achieving a rating of 1. Inferior proposals will hence score proportionately lower than 1. The maximum number of points under this item (i.e. 11) will be awarded to the proposal with a rating of 1. The number of points for inferior proposals will be awarded proportionally:

$$\text{Score for Applicant Z} = \frac{\text{Proposal of Applicant Z}}{\text{Highest Proposal}} \times 11$$

Note 3 – Scoring of item 7

All additional financing proposals under item 7 will be assessed individually and the highest proposal for committed additional financing will be compared to each individual proposal for committed additional financing (i.e. proposal of Applicant being measured / Highest proposal of all Applicants), resulting to the best proposal (i.e. highest value) achieving a rating of 1. Inferior proposals will hence score proportionately lower than 1. The maximum number of points under this item (i.e. 8) will be awarded to the proposal with a rating of 1. The number of points for inferior proposals will be awarded proportionally:

$$\text{Score for Applicant Z} = \frac{\text{Proposal of Applicant Z}}{\text{Highest Proposal}} \times 8$$

Note 4 – Scoring of items 8 and 9

Management fee proposals under items 8 and 9 will be assessed individually and against the reference caps set out in Article 13 of the CDR. Moreover, the lowest proposal for total management fees for each criterion (as defined in section 7.IV of this CEOI) will be compared to each individual proposal for total management fee for each criterion (i.e. lowest proposal of all Applicants / proposal of Applicant being measured), resulting in the best proposal (i.e. lowest value) achieving a rating of 1. Inferior proposals will hence score proportionately lower than 1. The maximum number of points under each of these items (i.e. 8) will be awarded to the proposal with a rating of 1. The number of points for inferior proposals will be awarded proportionally

$$\text{Score for Applicant Z} = \frac{\text{Lowest Proposal}}{\text{Proposal of Applicant Z}} \times 8$$

The EIB reserves the right to verify the correctness of the information received. The EIB may, on its own initiative, inform Applicants of any error, inaccuracy, omission or any other error in their application. If clarification is required or if obvious clerical errors in the application need to be corrected, the EIB may request the Applicant to provide clarifications and/or additional information provided the terms of the submitted EoI documents are not modified as a result.

11. Compliance due diligence assessment

The EIB will carry out a compliance due diligence assessment of the soundness of the investment rationale and plausible business viability of the FI and the Selected Applicants' suitability to manage the FI in terms of fund manager's track record and experience, market opportunities, strategy and business plan, governance, alignment of interest and reporting, as described in the EoI taking into account the specific market.

The assessment will be conducted on a pass/fail basis. If a negative assessment results, the Applicant in question will no longer be included in the EIB recommendation to the Investment Board.

Annex 1 – Cover Letter

To:

European Investment Bank

Attention:

Call for Expression of Interest No.:

Deadline for the submission of the Expression of Interest :

Expression of Interest for Financial Instrument:

Applicant submitting the Expression of Interest:

_____, _____

(company name, registration number / standard identification code, if applicable)

Madam/Sir,

Herewith we are submitting our Expression of Interest on behalf of [name Applicant] in response to the Call for Expression of Interest No. [] to select financial intermediaries that will receive resources from the Fund of Funds established under the cooperation of the Junta de Andalucía (“JA”) and the European Investment Bank (“EIB”), to implement a financial instrument. Capitalised expressions utilised herein shall have the meaning attributed to them in the above-mentioned Call for Expression of Interest.

The undersigned, duly authorised to represent the [name of Applicant], by signing this form, certifies/certify and declare(s) that the information contained in this Expression of Interest and its Appendices is complete and correct in all its elements, and that the applicant has examined and accepts without any reservation or restriction the entire contents of the Call for Expression of Interest.

The undersigned duly authorised to represent [name of Applicant], by signing this form certifies and declares to have read the EIB Anti-Fraud Policy and declares not to have made nor to make any offer of any type whatsoever from which an advantage can be derived under the Operational Agreement and not to have granted nor to grant, not to have sought nor to seek, not to have attempted nor to attempt to obtain, and not to have accepted nor to accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an

illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to signing of the Operational Agreement. The Applicant acknowledges and agrees that, if selected, it shall accept the obligations listed in the Call for Expression of Interest.

The undersigned duly authorised to represent [name of Applicant], by signing this form, certifies and declares that the Applicant shall comply with relevant standards and applicable legislation on the prevention of money laundering, the fight against terrorism and tax fraud and that is not established and shall not maintain business relations with entities incorporated in territories whose jurisdictions do not cooperate with the European Union in relation to the application of the internationally agreed tax standard.

The undersigned, duly authorised to represent [name of Applicant], by signing this form, certifies and declares that [name Applicant] does not perform illegal activities according to the applicable legislation in the countries of establishment.

Yours sincerely,

Signature(s):

Stamp of the Applicant (if applicable):

Name and position in capitals:

Applicant's name:

Place:

Date (day/month/year):

Appendices to be submitted with the Expression of Interest:

1. Expression of Interest (in the form set out in Annex 2)
2. Declarations to be made by the Applicant (in the form set out in Annex 3 and Annex 4)
3. Business Plan (in line with the provisions set out in section 7)

Annex 2 – Expression of Interest

| |
|------------------------|
| EXPRESSION OF INTEREST |
|------------------------|

(name of Applicant)

(place of signature)

(date)

1. Information about the Applicant

1.1. General information about the Applicant

Expressions of Interest may be submitted by a consortium that, if awarded the contract, may assume a legal form by incorporation, partnership or otherwise which would enable the members of the consortium to contract as a single entity. Where such a consortium exists the applicant shall be responsible towards the EIB and shall act as the interface between the EIB and the members of the consortium.

| | |
|---|--|
| Name of the Applicant | |
| Address (registered office) | |
| Registration number (copy of certificate to be attached) | |
| Telephone No. | |
| Fax | |
| Email | |
| Names and organisation registration numbers of proposed subcontractors / consortium members if applicable | |

1.2. Person authorised to submit the EoI

In case of the EoI being submitted by a consortium, a power of attorney or a cooperation agreement authorising the attorney to submit the EoI and to represent the consortium at all stages of the selection procedure on behalf of the partners jointly applying for the contract should be submitted.

| | |
|---|--|
| Name, surname: | |
| Position: | |
| Contacts: Address: Telephone No.: Fax: Email: | |

1.3. Person for communications (if different from paragraph 1.2)

| | |
|---|--|
| Name, surname: | |
| Position: | |
| Contacts: Address: Telephone No.: Fax: Email: | |

Annex 3 – Declaration to be made by the Applicant

1. Name of the Applicant
2. Type of business
3. Represented by (name and position)

In case of the EoI being submitted by a consortium, a power of attorney or a cooperation agreement authorising the attorney to submit the EoI and the Business Plan and to represent the consortium at all stages of the selection procedure on behalf of the partners jointly applying for the contract should be submitted

4. ESMA Authorisation / Custodian Bank etc. where applicable.

Questions 5 to 11 should be answered on behalf of the Applicant and any proposed subcontractors / consortium members. These questions will be assessed on a pass/fail basis. Responses should be stated in the form of “Yes”/“No” or “Certified” with accompanying detail provided where requested, either in the space provided or on separate sheets which should be referenced by the applicant.

5. Are there any liens or charges outstanding against the organisation at a commercial court (or any other relevant authority)?

6. Is the Applicant in receivership (or the subject of equivalent proceedings)?

If so:

(a) date of the receivership order:

(b) on what terms is the applicant authorised to carry on its activity? Specify in particular:

the name and address of the receiver(s):

the date and period of validity of the authorisation given by the official receiver or the court to continue the business or activity:

7. The Applicant certifies that neither the organisation nor any of the persons authorised to act on its behalf are in liquidation
8. Has the Applicant been the subject of any sentence, disqualification or penalty regarding the proper pursuit of commercial or industrial occupations, or under the rules on prices and competition?
9. Has the Applicant or any of the persons authorised to act on its behalf a conflict of interest that may affect the performance of the tasks referred to in this Call for Expression of Interest?

-
- 10. The Applicant certifies that it has complied with its tax and social obligations
 - 11. The Applicant certifies that it is entitled to carry out to implement FIs under the laws and regulations of the EU and Spain
 - 12. The Applicant certifies that the information given above is correct

Done at (date)

STAMP

NAME(S)

SIGNATURE(S)

Annex 4 – Declaration on Honour on Exclusion Criteria and absence of Conflict of Interest

| | |
|--|--|
|  | <p>Call for Expression of Interest to select financial intermediaries that will receive resources from the Fund of Funds established under the cooperation of the Junta de Andalucía (“JA”) and the European Investment Bank (“EIB”), to implement a financial instrument</p> |
| <p align="center">Declaration on Honour on Exclusion Criteria and absence of Conflict of Interest</p> | |

The undersigned [*insert name of the signatory of this form*], representing:

| | |
|---|---|
| (only for natural persons) himself or herself | (only for legal persons) the following legal person: |
| ID or passport number: ('the person') | Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: ('the person') |

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

| (1) declares that the above-mentioned person is in one of the following situations: | YES | NO |
|---|--------------------------|--------------------------|
| (a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations; | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract; | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following: | | |

| | | |
|--|--------------------------|--------------------------|
| (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract; | <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) entering into agreement with other persons with the aim of distorting competition; | <input type="checkbox"/> | <input type="checkbox"/> |
| (iii) violating intellectual property rights; | <input type="checkbox"/> | <input type="checkbox"/> |
| (iv) attempting to influence the decision-making process of the contracting authority during the award procedure; | <input type="checkbox"/> | <input type="checkbox"/> |
| (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure; | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) it has been established by a final judgement that the person is guilty of the following: | | |
| (i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995; | <input type="checkbox"/> | <input type="checkbox"/> |
| (ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract; | <input type="checkbox"/> | <input type="checkbox"/> |
| (iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA; | <input type="checkbox"/> | <input type="checkbox"/> |
| (iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; | <input type="checkbox"/> | <input type="checkbox"/> |
| (v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision; | <input type="checkbox"/> | <input type="checkbox"/> |
| (vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council; | <input type="checkbox"/> | <input type="checkbox"/> |
| (e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors; | <input type="checkbox"/> | <input type="checkbox"/> |
| (f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95; | <input type="checkbox"/> | <input type="checkbox"/> |
| (g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; | <input type="checkbox"/> | <input type="checkbox"/> |

| | | |
|---|--|--|
| ii.non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii.decisions of the ECB, the EIB, the European Investment Fund or international organisations; iv.decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or v.decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body. | | |
|---|--|--|

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON

Not applicable to natural persons, Member States and local authorities

| | | | |
|---|--------------------------|--------------------------|--------------------------|
| (2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations: | YES | NO | N/A |
| Situation (c) above (grave professional misconduct) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (d) above (fraud, corruption or other criminal offence) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (e) above (significant deficiencies in performance of a contract) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (f) above (irregularity) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

| | | | |
|---|--------------------------|--------------------------|--------------------------|
| (3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations: | YES | NO | N/A |
| Situation (a) above (bankruptcy) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Situation (b) above (breach in payment of taxes or social security contributions) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

| | | |
|--|--------------------------|--------------------------|
| (4) declares that the above-mentioned person: | YES | NO |
| (h) has distorted competition by being previously involved in the preparation of documents for this selection procedure. | <input type="checkbox"/> | <input type="checkbox"/> |

V – CONFLICT OF INTEREST

| (5) declares that the above-mentioned person: | YES | NO |
|---|--------------------------|--------------------------|
| (i) is aware of any conflict of interest due to its participation in the selection procedure. If yes, please provide details | <input type="checkbox"/> | <input type="checkbox"/> |
| (j) has advised the EIB or otherwise been involved in the preparation of the selection procedure If yes, please provide details. | | |
| | | |

VI - REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VII – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another selection procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation.

The above-mentioned person may be subject to rejection from this procedure if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature