REQUEST FOR PROPOSAL

Providing Technical Support for Operationalizing and Structuring of the Solar Facility

RFP No.: 01/01/RFP/ISA - Re-Advertsed

Country: India

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Section 1. Letter of Invitation

The International Solar Alliance (ISA) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference

Section 6: Returnable Bidding Forms

- o Form A: Technical Proposal Submission Form
- o Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form (Not Applicable)
- o Form D: Qualification Form
- o Form E: Format of Technical Proposal
- o Form F: Financial Proposal Submission Form
- o Form G: Financial Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to procurement@isolaralliance.org, indicating whether you intend to submit a Proposal or otherwise. You may send the Technical Proposal and the Financial Proposal files separately. The financial and technical proposal shall be encrypted with different passwords and clearly labelled. Any Amendments to the RFP will be notified on ISA Website. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

The ISA recognizes the importance of valuing diversity and promoting inclusion in all our work programs and partnerships. The ISA highly values engaging with organizations and/or teams that reflect its geographical and diverse nature.

ISA looks forward to receiving your Proposal and thank you in advance for your interest in ISA procurement opportunities.

Issued by:

Sudhakar Upadhyay Procurement Team, ISA Date: 09.02.2023

Section 2. Instruction to Bidders

| A. GENERAL PROVIS | |
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| 1. Introduction | 1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in |
| | writing by ISA. 1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by ISA. ISA is under no obligation to award a contract to any Bidder as a result of this RFP. |
| 2. Fraud & Corruption, Gifts and | 2.1 ISA strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of ISA vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. |
| Hospitality | 2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to ISA staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. |
| | In pursuance of this policy, ISA (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a ISA contract. |
| | 2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf |
| 3. Eligibility | 3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to ISA whether they are subject to any sanction or temporary suspension imposed by these organizations. |
| | 3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by ISA. |
| 4. Conflict of Interests | 4.1 Bidders must avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they: |
| | a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by ISA to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are perceived to be in conflict for any other reason, as may be established by, or |
| | at the discretion of ISA. 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to ISA, and seek ISA's confirmation on whether or not such a conflict exists. |
| | 4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following: |

a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of ISA staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.

4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to ISA's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.

B. PREPARATION OF PROPOSALS

- 5. General
 Considerations
 5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
 - 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the ISA
- 6. Cost of Preparation of Proposal

 6.1 The Bidder shall be the Proposal, regar responsible or liab

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6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. ISA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

The Proposal, as well as any and all related correspondence exchanged by the Bidder

8. Documents
Comprising the

Proposal

7. Language

- 8.1 The Proposal shall comprise of the following documents:
 - a) Documents establishing the Eligibility and Qualifications of the Bidder;

and ISA, shall be written in the language (s) specified in the BDS.

- b) Technical Proposal;
- c) Financial Proposal;
- d) Proposal Security, if required by BDS;
- e) Any attachments and/or appendices to the Proposal.
- Documents
 Establishing the
 Eligibility and
 Qualifications of
 the Bidder
- 9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to ISA's satisfaction.
- 10. Technical
 Proposal Format
 and Content
- 10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.
- 10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.
- 10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by ISA, and at no expense to ISA
- 10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary

| | training programme available for the maintenance and operation of the service and/or equipment offered as well as the cost to the ISA. Unless otherwise specifies such training as well as training materials shall be provided in the language of the Bias specified in the BDS. |
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| 11. Financial Proposals | 1.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. |
| | 1.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities of items, as well as in the final total price. |
| | 1.3 Prices and other financial information must not be disclosed in any other place exception the financial proposal. |
| 12. Proposal Security | 2.1 A Proposal Security, if required by BDS, shall be provided in the amount and for indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal. |
| | 2.2 The Proposal Security shall be included along with the Technical Proposal. If Propos Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected. |
| | 2.3 If the Proposal Security amount or its validity period is found to be less than what required by ISA, ISA shall reject the Proposal. |
| | 2.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a cop of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS. |
| | 2.5 The Proposal Security may be forfeited by ISA, and the Proposal rejected, in the ever of any one or combination, of the following conditions: |
| | a) If the Bidder withdraws its offer during the period of the Proposal Validity specific in the BDS, or; b) In the event that the successful Bidder fails: i. to sign the Contract after ISA has issued an award; or 2.6 to furnish the Performance Security, insurances, or other documents that ISA marequire as a condition precedent to the effectivity of the contract that may be awarded to the Bidder. |
| 13. Currencies | 3.1 All prices shall be quoted in the currency or currencies indicated in the BDS. When Proposals are quoted in different currencies, for the purposes of comparison of a Proposals: |
| | a) ISA will convert the currency quoted in the Proposal into the ISA preferre currency, in accordance with the prevailing UN operational rate of exchange of the last day of submission of Proposals; and |
| | b) In the event that ISA selects a proposal for award that is quoted in a current different from the preferred currency in the BDS, ISA shall reserve the right to award the contract in the currency of ISA's preference, using the conversion method specified above. |
| 14. Joint Venture, Consortium or Association | 4.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV Consortium or Association for the Proposal, they shall confirm in their Proposal that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the membe of the JV, Consortium or Association jointly and severally, which shall be evidenced by a du notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if the |

| | are awarded the contract, the contract shall be entered into, by and between ISA and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture. 14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of ISA. 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal. 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by ISA. 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly |
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| | differentiate between: a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. c) Those that were undertaken by individual experts in relevant experiences of incorporating, operationalizing and/or registering a fund. |
| | JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm. |
| 15. Only One Proposal | d) The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture. While organizational proposal is desirable, individual experiences relevant to incorporating, operationalizing and/or registering the fund would be adequately considered. 15.1 Proposals submitted by two (2) or more Bidders shall be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal. |
| 16. Proposal Validity Period | Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by ISA and rendered non-responsive. During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price. |
| 17. Extension of | 17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, ISA may request Bidders to extend the period of validity of their Proposals. The request |

| Proposal Validity Period | | and the responses shall be made in writing, and shall be considered integral to the Proposal. |
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| | 17.2 | If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal. |
| | 17.3 | The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated. |
| 18. Clarification of Proposal | 18.1 | Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to an ISA staff member, ISA shall have no obligation to respond or confirm that the query was officially received. |
| | 18.2 | $\label{thm:condition} ISA\ will\ provide\ the\ responses\ to\ clarifications\ through\ the\ method\ specified\ in\ the\ BDS.$ |
| | 18.3 | ISA shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of ISA to extend the submission date of the Proposals, unless ISA deems that such an extension is justified and necessary. |
| 19. Amendment of Proposals | 19.1 | At any time prior to the deadline of Proposal submission, ISA may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders. |
| | 19.2 | If the amendment is substantial, ISA may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals. |
| 20. Alternative Proposals | 20.1 | Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. ISA shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, ISA reserves the right to award a contract based on an alternative proposal. |
| | 20.2 | If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal" |
| 21. Pre-Bid Conference | 21.1 | When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP. |
| C. SUBMISSION AND OPENING OF PROPOSALS | | |

| 22. Submission | 22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS. |
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| | 22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal. |
| | 22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the ISA General Contract Terms and Conditions. |
| | 22.4 Email submission, if allowed or specified in the BDS, shall be governed as follows: |
| Email Submission | Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; |
| | b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. |
| | c) The password for opening the Financial Proposal should be provided only upon request of ISA. ISA will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected. |
| 23. Deadline for Submission of Proposals and Late | 23.1 Complete Proposals must be received by ISA in the manner, and no later than the date and time, specified in the BDS. ISA shall only recognize the date and time that the bid was received by ISA |
| Proposals Proposals | 23.2 ISA shall not consider any Proposal that is submitted after the deadline for the submission of Proposals. |
| 24. Withdrawal, Substitution, and | 24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission. |
| Modification of Proposals | 24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to ISA, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION" |
| | 24.3 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened |
| 25. Proposal Opening | 25.1 There is no public bid opening for RFPs. ISA shall open the Proposals in the presence of an ad-hoc committee formed by ISA, consisting of at least two (2) members. |
| D. EVALUATION OF | PROPOSALS |
| 26. Confidentiality | 26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the |

| | contract award. 26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence ISA in the examination, evaluation and comparison of the Proposals or contract award decisions may, at ISA's decision, result in the rejection of its Proposal and may be subject to the application of prevailing ISA vendor sanctions procedures. | |
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| 27. Evaluation of Proposals | The Bidder is not permitted to alter or modify its Proposal in any way after the proposa submission deadline except as permitted under Clause 24 of this RFP. ISA will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals. Evaluation of proposals is made of the following steps: a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals | |
| 28. Preliminary Examination | 28.1 ISA shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. ISA reserves the right to reject any Proposal at this stage. | |
| 29. Evaluation of Eligibility and Qualification | a) Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). b) In general terms, vendors that meet the following criteria may be considered qualified: c) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers. d) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, e) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; f) They are able to comply fully with ISA General Terms and Conditions of Contract; g) They do not have a consistent history of court/arbitral award decisions against the Bidder; and h) They have a record of timely and satisfactory performance with their clients. i) The consulting firm should provide credentials, through adequate references or documentation, of the following qualifications: j) Current local presence in the ISA focus countries. Past experience of working with ISA and/or with multilateral/international organizations will be an added advantage | |
| 30. Evaluation of Technical and Financial Proposals | 30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, ISA may invite technically responsive bidders for a presentation | |

- related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.
- 30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals submissions, ISA will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.
- 30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.
- 30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

31. Due Diligence

- 31.1 ISA reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:
 - Verification of accuracy, correctness and authenticity of information provided by the Bidder;
 - b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
 - Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
 - d) Inquiry and reference checking with previous clients on the performance on ongoing or contracts completed, including physical inspections of previous works, as necessary;
 - e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;
 - f) Other means that ISA may deem appropriate, at any stage within the selection process, prior to awarding the contract.

32. Clarification of Proposals

- 32.1 To assist in the examination, evaluation and comparison of Proposals, ISA may, at its discretion, ask any Bidder for a clarification of its Proposal.
- 32.2 ISA's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to

| | | provide clarification, and confirm the correction of any arithmetic errors discovered by | |
|---|------|--|--|
| | | ISA in the evaluation of the Proposals, in accordance with RFP. | |
| | 32.3 | Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by ISA, shall not be considered during the review and evaluation of the Proposals. | |
| 33. Responsiveness of Proposal | 33.1 | ISA's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission. | |
| | 33.2 | If a Proposal is not substantially responsive, it shall be rejected by ISA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. | |
| 34. Nonconformiti es, Reparable Errors and | 34.1 | Provided that a Proposal is substantially responsive, ISA may waive any non-conformities or omissions in the Proposal that, in the opinion of ISA, do not constitute a material deviation. | |
| Omissions | 34.2 | ISA may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal. | |
| | 34.3 | For Financial Proposal that has been opened, ISA shall check and correct arithmetical errors as follows: | |
| | | a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of ISA there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; | |
| | | b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and | |
| | | c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. | |
| | 34.4 | If the Bidder does not accept the correction of errors made by ISA, its Proposal shall be rejected. | |
| E. AWARD OF CONT | RACT | | |
| 35. Right to Accept, Reject, Any or All Proposals | 35.1 | ISA reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for ISA's action. ISA shall not be obliged to award the contract to the lowest priced offer. | |
| 36. Award Criteria | 36.1 | Prior to expiration of the proposal validity, ISA shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS. | |
| 37. Right to Vary Requirements at | 37.1 | At the time of award of Contract, ISA reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. | |

| the Time of Award | | |
|---|--------------|--|
| 38. Contract Signature | 38.1 | Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to ISA. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, ISA may award the Contract to the Second Ranked Bidder or call for new Proposals. |
| 39. Performance Security | 39.1 | A performance security, if required in BDS, shall be provided in the amount specified in BDS. Within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by ISA shall be a condition for rendering the contract effective. |
| 40. Bank Guarantee for Advanced Payment | 40.1 | Except when the interests of ISA so require, it is ISA's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment. |
| 41. Liquidated Damages | 41.1 | If specified in BDS, ISA shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract. |
| 42. Payment Provisions | 42.1 | Payment will be made only upon ISA's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in ISA with direct supervision of the Contractor. Payment will be affected by bank transfer in the currency of contract. |
| 43. Other Provisions | 43.1 | In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, ISA shall be entitled to same lower price. The ISA General Terms and Conditions shall have precedence. |
| | 43.2 | ISA is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The ISA General Terms and Conditions shall have precedence. |
| | 43.3 | The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer |
| | 43.4 43.5 | Termination: Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other Party. ISA may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of ISA applicable to the performance of the Contract or the funding of ISA applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, ISA may terminate the Contract without having to provide any justification therefor. |
| | 43.6 | Penalties: If the contractors fails to complete the works within the time specified in the contract, the supplier will pay the procuring entity liquidated damages for each calendar day of delay (1%) of the price of the contract, up to a maximum percentage of the final price of the contract. The procuring entity will be entitled to deduct any liquidated damages from the supplier's outstanding invoices, if any. |

Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

| BDS No. | Ref. to Section.2 | Data | Specific Instructions / Requirements |
|------------|----------------------|---|--|
| 1 | 7 | Language of the Proposal | English |
| 2 | | Submitting Proposals for Parts or sub-parts of the TOR (partial bids) | Not Allowed |
| 3 | 20 | Alternative Proposals | Shall not be considered |
| 4 | 21 | Pre-proposal conference | Will be Conducted |
| | | | The ISA focal point for the arrangement is: Mr. Joshua Wycliffe (Chief of Operations, ISA). |
| | | | E-mail: jwycliffe@isolaralliance.org and procurement@isolaralliance.org |
| | | | Supported by Resource Mobilization Unit |
| 5 | 10 | Proposal Validity Period | 90 days |
| 6 | 14 | Bid Security | NIL |
| 7 | 41 | Advanced Payment upon signing of contract | Not Allowed |
| 8 | 42 | Liquidated Damages | Will be imposed as follows: |
| | | | Provide details below if "Will be Imposed" is selected, otherwise delete the below |
| | | | 0.1% of contract price per day of delay: |
| | | | Max. number of days of delay 15, (1.5% of contract amount) after which ISA may terminate the contract. |
| 9 | 40 | Performance Security | Required 10% of the Contract Amount |
| 10 | <mark>18</mark> | Currency of Proposal | United States Dollar |
| 11 | 31 | Deadline for submitting requests for clarifications/ | 5 days before the submission deadline |

| | | questions | |
|----|------------------|---|--|
| 12 | 31 | Contact Details for submitting clarifications/questions | Focal Person in ISA: Procurement Unit E-mail: procurement@isolaralliance.org Address: International Solar Alliance, 3rd Floor, Surya Bhawan, NISE Campus, Gwal Pahari, Gurugram, Haryana - 122003, India |
| 13 | 18, 19 and 21 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | Direct communication to prospective Proposers by email |
| 14 | 23 | Deadline for Submission | 11 th February 202 at 7.00 PM (Indian Standard Time) |
| 14 | 22 | Allowable Manner of Submitting Proposals | □ Submission by email □ Submission by Hard Copy |
| 15 | 22 | Proposal Submission Address | E-mail: procurement@isolaralliance.org |
| 16 | 22 | Electronic submission (email) requirements | Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Password for financial proposal must not be provided to ISA until requested by ISA Max. File Size per transmission: 5 MB |
| 17 | 27 36 | Evaluation Method for the Award of Contract | Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively The minimum technical score required to pass is 70%. |
| 18 | | Expected date for commencement of Contract | February 20, 2023 |
| 19 | | Maximum expected duration of contract | The contract will be for a period of 6 Months |
| 20 | 35 | ISA will award the contract to: | One or more Proposers, depending on the following factors : |

| | | | One contract will be awarded to the organisation for delivering entire scope of work |
|----|----|--------------------------------------|---|
| 21 | 39 | Type of Contract | ISA will award one contract |
| 22 | | Other Information Related to the RFP | [All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row] |

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

| Subject | Criteria | Document Submission requirement |
|---|--|--|
| ELIGIBILITY | | |
| Legal Status | Vendor is a legally registered entity. JV/Consortium/Sub-contract is allowed under this contract | Form B: Bidder Information Form |
| Eligibility | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3. | |
| Conflict of Interest | No conflicts of interest in accordance with clause 4. | Form A: Technical Proposal Submission Form |
| Bankruptcy | Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future. | Form A: Technical Proposal Submission Form |
| QUALIFICATION | | |
| History of Non- Performing Contracts ¹ | Non-performance of a contract did not occur as a result of contractor default for the last 3 years. | Form D: Qualification Form |
| Litigation History | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years. | Form D: Qualification Form |

¹ Non-performance, as decided by ISA, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

| Previous Experience | SI. No. | Criteria | Documents required | Form D: Qualification Form |
|------------------------|------------|--|--|----------------------------------|
| | | | Provide Copies of work orders | (Previous Relevant |
| | 2. | Past experiences of the organization/individuals as detailed out in subsequent sections along with CVs to be mentioned | Provide Copies of work orders along with CVs | Experience) |
| Financial Standing | | | | Form D: Qualification Form |
| | | Bidder must demonstrate the current soundness of its financial standing through submission of relevant documents | | Form D: Qualification Form |

Technical Proposal of Bidders who passes the minimum eligibility criteria will be evaluated.

Technical and Financial Evaluation Criteria

| Summa | Summary of Technical Proposal Evaluation Forms | |
|-------|---|------|
| 1. | Bidder's qualification, capacity, and experience | 500 |
| 2. | Proposed Methodology, Approach, and Implementation Plan | 300 |
| 3. | Management Structure and Key Personnel | 200 |
| | Total | 1000 |

| Definition | Similar work/assignment: | |
|------------|--|--|
| | "Experience in the areas outlined in Section 4 | |

| Section | 1. Bidder's qualification, capacity, and experience | Points obtainable | Reference page |
|---------|--|----------------------|----------------|
| 1.1 | Expertise in operationalizing and overall structuring of the solar facility and the associated 3 funds such as the solar payment guarantee fund, insurance fund, and investment fund (in the clean energy sector in general and off-grid & decentralized solar energy in particular) | 150 | |
| 1.2 | Past individual/organisational experience in legal structuring and housing of such funds for operationalizing the solar fund facilities and the associated risk mitigation instruments. | 150 | |
| 1.3 | Past individual/organisational experience of executing such engagements in at least 5 or more ISA member countries (especially in African region) | 25 | |
| 1.4 | Past individual/organisational experience of such engagements specifically in the Solar segment in the ISA's focus region (especially African region) | 25 | |
| 1.5 | Past individual/organisational expertise in raising and facilitation of capital from global funds. Provide information on funds mobilized over a period of past five years. | 150 | |
| | Total Section 1 | 500 | |

Bidder shall submit documentary proof/copy of the orders of relevant assignments/ Self certification with proof by the authorized signatory of the bidder for each assignment for the purpose of technical evaluation.

| Section | n 2. Proposed Methodology, Approach, and Implementation Plan | Points obtainable | Reference page |
|---------|--|-------------------|-------------------|
| 2.1 | Understanding of the requirement: Have the important aspects of the | 50 | |
| | task been addressed in sufficient detail? Are the different components | | |

| | of the project adequately weighted relative to one another? | | |
|-----|--|-----|--|
| 2.2 | Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference | 50 | |
| 2.3 | Details on how the different service elements shall be organized, managed, and delivered | 50 | |
| 2.4 | Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement | 50 | |
| 2.5 | Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic | 50 | |
| 2.6 | Presentation on Approach & Methodology. | 50 | |
| | Total Section 2 | 300 | |

Organisations to submit a comprehensive team structure for this proposal.

| Section | a 3. Management Structure and Key Personnel (Please submit CVs) | Points | Total Points obtainable | Referenc e Page |
|---------|---|--------|-------------------------|--------------------|
| 3.1 | Qualifications of key personnel proposed | | | |
| 3.1 a | Team Leader | | 60 | |
| | - General Experience of 25+ years | 10 | | |
| | - Specific Experience relevant to the assignment | 30 | | |
| | - Regional/International experience | 20 | | |
| 3.1 b | Financial and Investment Expert | | 40 | |
| | - General Experience of 10+ years | 5 | | |
| | - Specific Experience relevant to the assignment in leading/managing global funds | 15 | | |
| | - Regional/International experience | 10 | | |
| 3.1 c | Project Manager | | 30 | |
| | - General Experience of 10+ years | 5 | | |
| | - Specific Experience relevant to the assignment | 15 | | |
| | - Regional/International experience | 10 | | |
| 3.1 d | Legal Expert | | 30 | |
| | - General Experience of 10+ years | 5 | | |
| | - Specific Experience relevant to the assignment | 15 | | |
| | - Regional/International experience | 10 | | |
| 3.1e | Project Analyst(2) | | 40 (20+20) | |

| General Experience of 3+ years | 5 | | |
|---|-----|--|--|
| Specific experience related to financial analysis and structuring | 15 | | |
| Tot | 200 | | |

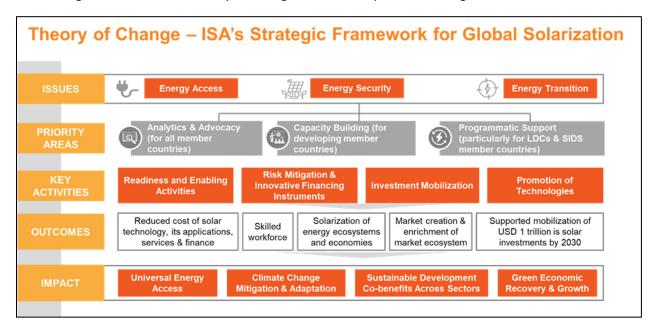
Kindly provide against each point the reference page number where narration/proof of the response to the point is provided in the bid.

Section 5. Terms of Reference (TOR)

1. About International Solar Alliance

International Solar Alliance is a global platform of 112 countries working towards increased deployment of solar energy technologies to improve energy access, energy security and facilitate energy transition. To assist the alliance in their collective work, a Secretariat has been established in India, which supports Member Countries to develop low-carbon growth trajectories. ISA works on three strategic priority areas: 1) Policy & Capacity Building; 2) Programmatic Support and 3) Analytics & Advocacy. It has established partnerships with multilateral development banks, development financial institutions, private and public sector organizations, civil society, and other international institutions to achieve its objectives.

The strategic framework and Theory of Change of ISA are depicted in the figure below:



The three core focus areas of ISA are elaborated below:

i) Analytics & Advocacy: The ISA undertakes several analytics and advocacy initiatives aimed at strategic engagement and knowledge dissemination for its diverse set of stakeholders. To scale up solar investments, ISA has been supporting countries through its advocacy for capacity building, investment mobilization, and other forms of technical support. Two of the flagship analytics and advocacy initiatives include the One Sun One World One Grid (OSOWOG) Initiative; and the Roadmap for mobilizing one trillion dollars in solar investment by 2030. Building on the existing knowledge products, like Ease of Doing Solar, and its network of stakeholders, ISA plans to expand

its knowledge products and publish three flagship reports annually on solar technologies, investments, and markets.

- ii) Capacity Building: To enable large-scale solarization efforts at the required scale in developing economies, ISA has identified capacity building and institutional strengthening in developing member countries as one of the key priority areas in its Theory of Change and undertaken several initiatives for relevant stakeholders including policymakers, technicians, financiers, scientists, entrepreneurs, project developers on aspects related to procurement, business models, financing and other areas to build a skilled and qualified professional workforce for management of solar energy projects, programmes and policies.
- iii) **Programmatic Support**: The ISA Secretariat has been providing programmatic support to member countries for reducing energy poverty through the promotion of various solar energy solutions. The ISA has nine thematic programmes on Solar Applications for Agriculture Use, Solar Mini-Grids, Solar Rooftop, Solar Parks, Solar based E-Mobility and Storage, Solarizing Heating and Cooling Systems, Solar for Green Hydrogen, and two overarching programmes focusing on Affordable Finance for Solar, and waste management for battery and solar photovoltaics

The ISA has provided various technical assistance services to enable the development and deployment of solar projects in Member countries. The programmatic support offerings by the ISA are clustered into three categories:

Readiness and Enabling Activities

The lack of enabling ecosystem for deploying solar projects is the most crucial challenge faced by the ISA Member countries in scaling up solar energy deployment. Thus, the ISA will support the Member countries in creating bankable solar projects, viable business and operational models, and an enabling policy and regulatory environment. Under this activity, the ISA will provide technical Assistance to Member countries for solar project deployment by carrying out feasibility studies and market assessments and preparing Pre-Feasibility Reports, project proposals, business models, solar roadmaps, demonstration projects etc.

Risk Mitigation

Against the backdrop of macroeconomic uncertainty and market volatility, one of the critical issues limiting sustainable energy investments in this rapidly changing investment landscape is investors and donors' perceived risk. To effectively mitigate financial and non-financial barriers and facilitate affordable finance for solar projects in Member countries at the required scale, the ISA is developing blended finance facilities and related financing instruments to reduce investor risks.

Investment Mobilization

While investments in solar energy are increasing rapidly, these are concentrated in a few geographies only, thus creating a massive imbalance between developed and developing economies and LDCs and SIDS where challenges related to energy access and energy security are acute. In this regard, the ISA aims to bring together key stakeholders, including Multilateral and Bilateral Development Banks, DFIs, local banks, corporates, and investors on a common platform to

identify investing roadblocks and solutions for boosting the pace and scale of solar investments as well as for attracting finance for structured and investment-ready solar projects in ISA Member countries.

2. Context

Financing of solar energy sector face several barriers and challenges primarily due to the nascent stage of sector, limited regulatory support environment, and lack of availability of domestic capital. The cost of capital is high due to underdeveloped capital markets, emerging market risk, and political risk. Lack of cost-reflective tariffs and delays in approval/licensing makes financing and operations of solar companies challenging, especially mini-grid players. Lack of uniform application of tax regime for solar, leading to higher costs for solar developers. Domestic lending to solar enterprises across the countries is low further constraining access to finance for the sector.

The ISA seeks to pilot a Solar Facility to mobilize investments to scale up solar, with a dedicated initial focus on the African region for key solar technologies. The Solar Facility will be a financing vehicle for the African countries for crowding in investments in the solar sector by providing risk mitigation support. The ISA plans stimulate investments in solar through a financing vehicle (the solar facility) with the following two components, with an additional component on the Investment Fund:

1. Solar Payment Guarantee fund

The Solar payment guarantee fund will support projects at the time of default in payments by consumers for the power supplied by solar projects. Projects will pay a premium to be covered by this guarantee fund. It will reduce lenders' apprehensions and enable financing for projects that otherwise might not have received financing. The payment guarantee fund will only provide a partial guarantee. With minimal default, the guarantee fund would enable investments in geographies that do not receive investments.

2. Solar Insurance Fund

The Solar Insurance Fund will reduce the burden of insurance premium for solar developers in the pre-revenue phase of the project. It will offset the cost of insurance for a specified period (e.g., only for the construction phase of the project or pre-revenue phase). The insurance would be provided by organisation that are in the business of project insurance, such as MIGA. The projects could recoup the insurance premium, paid to the Fund, by charging an additional tariff during the revenue phase.

3. Solar Investment Fund

The investment fund would provide the core investment upto 10% of project costs in projects that are participating in the Solar payment guarantee fund and/or solar insurance fund. The core investment would provide the comfort of due diligence to other investors, and thus crowd-in other investors into these projects. It would help to:

- Stimulate demand through TA facility (10% of the fund)— focused on creating a pipeline of bankable projects by supporting project development and building capacities of enterprises/sponsors as well as local governments
- Attract commercial capital providers— the Facility will bring risk capital on less-than commercial terms to make the risk-return profile of solar investments more favorable

The Solar Facility will seek to create, finance, and operationalize these funds **Solar Payment Guarantee fund, Solar Insurance Fund,** and **Solar Investment Fund.** It will be aimed at leveraging available investment and project preparation facilities to provide them the confidence to invest in markets that are currently underserved, and where these funds would operate. If required, the Facility, could in the future, establish formal relationships with investment and project preparation facilities or establish its own with the goal of crowding-in investment. It will stimulate **high-potential solar technologies,** by **attracting private capital** to flow into underserved markets in Africa, while ensuring a payment and insurance mechanism as a first-loss guarantee. The solar facility would be operationalized to crowd in investments from various donors across the globe. Projects that are proposed in Africa could purchase payment guarantees or partial insurance premia from these funds. The facility is intended to deploy financial resources through Payment Guarantee- USD 100 million and Insurance- 50 million from global funds (as grants) and also provide a core investment upto 10% of project costs in projects (PPF facility) that are participating in the Solar payment guarantee fund and/or solar insurance fund.

The selected entity is expected to provide best practices in the **operationalizing and overall structuring of the solar facility**, and **legal structuring and housing of the Solar facility funds**, based on their previous experience working with various international/multi-/bi-lateral organizations.

3. Programme area: Resource Mobilization

4. Scope of Work

In order to provide technical support for operationalizing and structuring of the ISA's Solar facility, the selected entity is expected to support ISA through the following indicative tasks:

I. Operationalizing and overall structuring of the solar facility

 Propose an overall structure for the Solar facility, including the 3 funds- Solar Payment Guarantee fund, Solar Insurance Fund, and Solar Investment Fund, that will be able to meet the financing needs of the shortlisted solar segment(s) in the identified member countries/ region

(The proposed structuring of the funds should specify regulatory and tax compliances, governance frameworks for the facility's operations, as well as analysis on maximising commercial objectives and investor interests.)

- Explore complementarity with existing such blended financing vehicles/facilities to maximise
 the multiplicative effect of the facility in the selected region(s) [To begin with Africa and other
 geographies]
- Conduct 3 or more workshops with ISA, engage with potential funders (investor groups from GCC, Nordics, other geographies), and local partners, as well as any other key stakeholders to understand preferences and seek buy-in for the facility funds
- Build a clear long-term strategy and carry out the financial analysis- 10 year forecast that clearly demonstrates the projected no. of deals and investments during the initial 3 and 5

- years, expenses in running the facility, income from investments and consequently the quantum and schedule of commercial and grant capital to be raised by the facility
- Build action plan for the operationalization of the facility with timelines that specify and define
 the roles and responsibilities of the key stakeholders (including fund manager(s), investors,
 and other relevant stakeholders)
- Carry-out assessment of different funding streams and innovative resource mobilization mechanisms that could potentially fund ISA's Solar facility
- Develop Donor/Funder Engagement Plan, point to potential specific leads with both private sector players (corporates, banks, investment funds, family offices etc.) and with development organizations and DFIs
- Recommend a plan and potential sources of impact investors and funders that will contribute
 to capitalizing the Fund, to map out resources and key stakeholders that may materially
 support the Fund in general and its specific initiatives/projects
 - (This may include outlining the strategy for marketing to and raising capital from international and domestic investors, engaging with banks, multilateral agencies, DFIs, donors, as well as local and regional government bodies as appropriate, impact investors, energy companies and other potential sources of capital to gather their input and interest in the blended finance vehicle.)
- Develop a full funding proposal for submission to Global Environment Facility (GEF), Green Climate Fund (GCF), Clean Technology Fund (CTF), and other potential funder(s) for the Solar Facility Fund
- Support ISA in hiring the fund manager(s) (by detailing out the ToRs approved in the ISA assembly) responsible for managing the Facility, enabling its financial capitalization efforts, deployment of the monies, and providing oversight of its assets. With **Key eligibility criteria** for the selection of the fund manager as specified below:
 - The applying fund manager will need to be an accredited agency of Green Climate Fund ('GCF') to be able to channel in GCF funds in case GCF comes in as an anchor investor
 - The fund manager must have a local presence and existing team based out of Africa
 - The fund manager must have prior experience of successfully raising and deploying capital in solar energy sector in emerging markets
 - The fund manager should have the ability to conduct business relationships in English and French
- Prepare Monitoring and evaluation (M&E) framework for assessing the performance of Solar facility fund and raising awareness on its effectiveness in achieving development outcomes.

II. Legal Structuring, Finalizing Advisory Committee and Housing of the Solar Facility Fund

Prepare the legal and tax structure of the Solar facility, including the options of location (with their pros and cons). This will include, inter alia:

- Conduct an assessment on the underlying legal, financial and regulatory infrastructure required for operationalizing the fund
- Perform tax, legal, and regulatory due diligence on available options for establishing the solar facility, weighing the benefits and drawbacks of alternative structuring considerations, identifying constraints, making recommendations to address these constraints, and so on
- Register, and set-up the Facility, including assistance on legal work, fund administration, and compliance with relevant regulatory bodies, in consultation with and approval from ISA (open to recommendations)

(Including liaising with legal and tax advisors to help design the structure, keeping in mind aspects such as place of incorporation and registration, including all applicable legal filings to operate within the finalized domicile of operations.) Support ISA in establishing the Legal structure of the Solar facility, housing of the facility fund, finalize the advisory committee for the facility, prepare processes and procedures (as applicable) and get the same approved from ISA, and fulfil the legal requirements in the selected geography once it has been chosen.

5. Deliverables

- I. Analysis of similar blended financing vehicles in the focus region with complementarity to the ISA's Solar facility
- II. Presentation deck on value proposition/uniqueness of the ISA's Solar Facility in the African region, which may also include an analysis on the potential of the facility in becoming "Fund-of-Funds" (for the identified similar blended financing vehicles in the region)
- III. Detailed Report on the Finalized Overall Structure for the ISA's Solar Facility
- IV. Detailed strategy (report or presentation deck) for getting the identified key partners & potential investors/donors on board, for full-fledged operationalization of the facility in the focus region(s)

including, a financial analysis/forecast model for facility funds' operations (as mentioned in the above sections)

- V. Detailed Roadmap and Action plan for operationalizing the facility funds
- VI. Undertaking workshops/ consultative roundtables and discussions with potential stakeholders/ investors/donors for buy in / validation as well as towards information dissemination to garner interest from capital providers and FIs (with the intent of securing interest for participating in the facility) including roundtables on investor (LP/GP bilateral consultations)
- VII. Advisory committee constituted
- VIII. Report on fulfillment of all the legal structuring requirements for the facility

- IX. Report on fulfillment of housing requirements for the facility funds
- X. Finalized the fund's operational, financial, and reporting procedures for ISA
- XI. RfP for hiring and selection the fund manager(s)

The engagement will be success fee based and is proposed to start from Feb 20, 2023 and will be for a period of three (6) months from the date of contract signing.

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

[insert: Location]. [insert: Date]

To: [insert: Name and Address of ISA focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to ISA in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of ISA by indicating the following:

- a) Profile describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses Registration Papers, Tax Payment Certification, etc.
- c) Track Record list of clients for similar services, indicating description of contract scope, contract duration, contract value, contact references;
- d) Certificates and Accreditation including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work. A broad outline of the report/s is given in the scope of work.

The bidder shall propose its own outline of the modules in detail in the methodology section of the proposal.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted.
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

[Name and Signature of the Service Provider's Authorized Person]
[Designation]
[Date]

Annex

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL

| Outputs | Percentage of Total Price (Weight for payment) | Price in INR or USD |
|--|---|---------------------|
| Submission of the Work plan and the draft framework. | | |
| Submission of the draft framework. | | |
| Submission of the final | | |
| framework and draft training | | |
| modules in English language. | | |
| Submission of the final | | |
| framework and draft training | | |
| modules in Spanish and | | |
| French language. | | |
| Submission and acceptance | | |
| of the final training modules | | |
| by ISA. | | |

A. Cost Breakdown by Cost Component [This is only an Example]:

| Description of Activity | Remuneration | Total Period | No. of | Total Rate |
|-------------------------|--------------|---------------------|-----------|------------|
| | per Unit of | of | Personnel | |
| | Time | Engagement | | |
| I. Personnel Services | | | | |

| II. Out of Pocket Expenses | | |
|----------------------------|--|---|
| | | |
| | | _ |
| | | _ |
| | | |
| | | _ |
| | | |
| III. Other Related Costs | | |

^{*} STRUCTURE OF THE TEAM IS TO BE PROPOSED BY PROPOSER IN ACCORDANCE TO THEIR UNDERSTANDING OF THE TOR. THE BIDDER SHOULD PROVIDE ATLEAST THE NUMBER OF PROFESSIONAL STAFF AS HIGHLIGHTED IN THE SECTION 'PROFESSIONAL QUALIFICATIONS OF THE SUCCESSFUL CONTRACTOR AND ITS KEY PERSONNEL' IN THE TOR DOCUMENT.

FORM B: BIDDER INFORMATION FORM

| Legal name of Bidder | [Complete] |
|---|--|
| Legal address | [Complete] |
| Year of registration | [Complete] |
| Bidder's Authorized Representative Information | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete] |
| Are you a UNGM registered vendor? | ☐ Yes ☐ No If yes, [insert UGNM vendor number] |
| Are you an ISA vendor? | □ Yes □ No |
| Countries of operation | [Complete] |
| No. of full-time employees | [Complete] |
| Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate): | [Complete] |
| Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate): | [Complete] |
| Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy) | [Complete] |
| Contact person ISA may contact for requests for clarification during Proposal evaluation | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete] |
| Please attach the following documents: | Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured Certificate of Incorporation/ Business Registration Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder Trade name registration papers, if applicable Local Government permit to locate and operate in assignment location, if applicable Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country Power of Attorney |

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

| Name | of Bidder: | [Insert Name of Bidder] | | Date: | Select date | | |
|---|--|---|---------------|--------|---|--|-----------------------------|
| RFP re | eference: | [Insert RFP Reference Number] | | | | | |
| | To be completed and returned with your Proposal if the Proposal is submitted as a Joint //enture/Consortium/Association. | | | | | | |
| | | | | - | of responsibilities (in %) ces to be performed | | |
| 1 | [Complete] | | | | [Complete] | | |
| 2 | [Complete] | | | | [Complete] | | |
| 3 | [Complete] | | | | [Complete] | | |
| Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution) We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture: □ Letter of intent to form a joint venture OR □ JV/Consortium/Association agreement | | | | | :ure: | | |
| jointly | • | if the contract is awa le to ISA `for the fulfil | - | provis | | | ortium/Association shall be |
| Signature: Signature | | | Signa | iture: | | | |
| Date: Dat | | Date | : | | | | |
| Name of partner: Name | | Nam | e of partner: | | | | |
| Signature: Signa | | ture: | | | | | |
| | | | | | | | |

Form D: Qualification Form

| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
|-----------------|-------------------------------|-------|-------------|
| RFP reference: | [Insert RFP Reference Number] | | |

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

| ☐ Contract non-performance did not occur for the last 3 years | | | | |
|---|--|---|---|--|
| ☐ Contract(| ☐ Contract(s) not performed for the last 3 years | | | |
| Year | Non- performed portion of contract | Contract Identification | Total Contract Amount (current value in US\$) | |
| | | Name of Client: Address of Client: Reason(s) for non-performance: | | |

Litigation History (including pending litigation)

| ☐ No litigat | ☐ No litigation history for the last 3 years | | | |
|---|--|--|------------------------------|--|
| ☐ Litigation History as indicated below | | | | |
| Year of | Amount in dispute | Contract Identification | Total Contract Amount | |
| dispute | (in US\$) | | (current value in US\$) | |
| | | Name of Client: Address of Client: Matter in dispute: | | |
| | | Party who initiated the dispute: Status of dispute: Party awarded if resolved: | | |

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by ISA. Past individual experiences of registering, incorporating or registering the fund would be considered.

| Project name & Country of Assignment | Client & Reference Contact Details | Contract Value | Period of activity and status | Types of activities undertaken |
|--|---------------------------------------|----------------|-------------------------------|--------------------------------|
| | | | | |
| | | | | |

Bidders may also attach their own Project Data Sheets with more details for assignments above.

 $\hfill \Box$ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

| Annual Turnover for the last 3 years | Year Year Year | INR/USD INR/USD INR/USD |
|--|----------------------|-------------------------------|
| Latest Credit Rating (if any), indicate the source | | |

| Financial information (in US\$ equivalent) | Histor | ic information for the last 3 ye | ars |
|---|--------------------------------|----------------------------------|--------|
| | Year 1 | Year 2 | Year 3 |
| | Information from Balance Sheet | | |
| Total Assets (TA) | | | |
| Total Liabilities (TL) | | | |
| Current Assets (CA) | | | |
| Current Liabilities (CL) | | | |
| | Info | rmation from Income Statemer | t |
| Total / Gross Revenue (TR) | | | |
| Profits Before Taxes (PBT) | | | |
| Net Profit | | | |
| Current Ratio | | | |

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM E: FORMAT OF TECHNICAL PROPOSAL

Please ensure that the information below is adapted in accordance with the technical evaluation criteria included in Section 4. The below sections correspond to the sample criteria included in this template RFP in Section 4]

| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
|-----------------|-------------------------------|-------|-------------|
| RFP reference: | [Insert RFP Reference Number] | | |

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 Specific organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls.
- 1.3 Relevance of specialized knowledge and experience on similar engagements for fund-raising done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.6 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

| NAME OF PERSONNEL | [INSERT] |
|------------------------------|----------|
| | |
| | |
| POSITION FOR THIS ASSIGNMENT | [INSERT] |
| | |
| | |
| NATIONALITY | [INSERT] |
| | |
| | |
| LANGUAGE PROFICIENCY | [INSERT] |

| | [SUMMARIZE COLLEGE/UNIVERSITY AND OTHER SPECIALIZED EDUCATION OF PERSONNEL MEMBER, GIVING NAMES OF SCHOOLS, DATES ATTENDED, AND DEGREES/QUALIFICATIONS OBTAINED.] |
|---------------------------|---|
| EDUCATION/ QUALIFICATIONS | |
| | [INSERT] |
| | |
| PROFESSIONAL | [PROVIDE DETAILS OF PROFESSIONAL CERTIFICATIONS RELEVANT TO THE SCOPE OF SERVICES] |
| CERTIFICATIONS | NAME OF INSTITUTION: [INSERT]DATE OF CERTIFICATION: [INSERT] |

| EMPLOYMENT RECORD/ EXPERIENCE | [LIST ALL POSITIONS HELD BY PERSONNEL (STARTING WITH PRESENT POSITION, LIST IN REVERSE ORDER), GIVING DATES, NAMES OF EMPLOYING ORGANIZATION, TITLE OF POSITION HELD AND LOCATION OF EMPLOYMENT. FOR EXPERIENCE IN LAST FIVE YEARS, DETAIL THE TYPE OF ACTIVITIES PERFORMED, DEGREE OF RESPONSIBILITIES, LOCATION OF ASSIGNMENTS AND ANY OTHER INFORMATION OR PROFESSIONAL EXPERIENCE CONSIDERED PERTINENT FOR THIS ASSIGNMENT.] |
|-------------------------------------|--|
| | [INSERT] |
| | |
| | |
| | [PROVIDE NAMES, ADDRESSES, PHONE AND EMAIL CONTACT INFORMATION FOR TWO (2) REFERENCES] |

| | REFERENCE 1: |
|------------------------|--|
| REFERENCES | [INSERT] |
| | REFERENCE 2: |
| | [INSERT] |
| | at to the best of my knowledge and belief, these data correctly describe my and other relevant information about myself. |
| | |
| Signature of Personnel | Date (Day/Month/Year) |

FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
|-----------------|-------------------------------|-------|-------------|
| RFP reference: | [Insert RFP Reference Number] | | |

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

| Name: | |
|------------|--|
| Title: | |
| Date: | |
| Signature: | |

[Stamp with official stamp of the Bidder] Form G: Financial Proposal Form

| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
|-----------------|-------------------------------|-------|-------------|
| RFP reference: | [Insert RFP Reference Number] | | |

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

Currency of the proposal: USD or INR

Table 1: Summary of Overall Prices

| | Amount(s) |
|------------------------------------|--|
| Professional Fees | All Bidders shall quote only one price |
| Other Costs (If any) | |
| Total Amount of Financial Proposal | |
| (Monthly & Yearly separately) | |