

RFP No.: 06/01/RM/2024-ISA

Country: India Issued on: 01/02/2024

**Request For Proposal** 

For Hiring of Investment Manager (IM / Manager) for African Solar Facility



International Solar Alliance (ISA) Secretariat, Surya Bhawan, NISE Campus, Gwal Pahari, Gurugram, Haryana – 122003, India Website: www.isolaralliance.org



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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
- Form A: Technical Proposal Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form (Not Applicable)
- Form D: Qualification Form
- Form E: Format of Technical Proposal
- Form F: Financial Proposal Submission Form
- 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 proposal shall be encrypted with password 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.

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

Issued by: Vishal Pratap

Title: Procurement Unit Date: February 01, 2024



# Section 2. Instruction to Bidders

| GENERAL PROVISIONS                              |     |  |
|---|-----|--|
| 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<br>not constitute or imply the acceptance of the Proposal by ISA. ISA is under<br>no obligation to award a contract to any Bidder as a result of this RFP.  |
| 2. Fraud & Corruption,<br>Gifts and Hospitality | 2.1 | ISA strictly enforces a policy of zero tolerance on proscribed practices,<br>including fraud, corruption, collusion, unethical or unprofessional<br>practices, and obstruction of ISA vendors and requires all bidders/vendors<br>observe the highest standard of ethics during the procurement process<br>and contract implementation.  |
|   | 2.2 | Bidders/vendors shall not offer gifts or hospitality of any kind to ISA staff<br>members including recreational trips to sporting or cultural events, theme<br>parks or offers of holidays, transportation, or invitations to extravagant<br>lunches or dinners.   |
|   | 2.3 | <ul> <li>In pursuance of this policy, ISA</li> <li>(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;</li> <li>(b) Shall declare a vendor ineligible, either indefinitely or for a stated</li> </ul>  |
|   |     | period of time, to be awarded a contract if at any time it determines that<br>the vendor has engaged in any corrupt or fraudulent practices in<br>competing for, or in executing a ISA contract.   |
|   | 2.4 | All Bidders must adhere to the ISA Supplier Code of Conduct, which may<br>be found at<br><u>https://isolaralliance.org/images/ISA%20Supplier%20Code%20of%20Con</u><br><u>duct_14.4.2023.final%20version.pdf</u>  |
| 3. Eligibility                                  | 3.1 | A vendor should not be suspended, debarred, or otherwise identified as<br>ineligible by any UN Organization or the World Bank Group or any other<br>international Organization. Vendors are therefore required to disclose to<br>ISA whether they are subject to any sanction or temporary suspension<br>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 strictly avoid conflicts with other assignments or their own<br>interests, and act without consideration for future work. Bidders found to<br>have a conflict of interest shall be disqualified. Without limitation on the<br>generality of the above, Bidders, and any of their affiliates, shall be<br>considered to have a conflict of interest with one or more parties in this<br>solicitation process, if they: |
|   |     | a) Are or have been associated in the past, with a firm or any of its<br>affiliates which have been engaged by ISA to provide services for the<br>preparation of the design, specifications, Terms of Reference, cost<br>analysis/estimation, and other documents to be used for the<br>procurement of the goods and services in this selection process;   |



|                                    |      | <ul> <li>b) Were involved in the preparation and/or design of the<br/>programme/project related to the services requested under this RFP;<br/>or</li> </ul>   |
|------------------------------------|------|---|
|                                    |      | c) Are found 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<br>of interest, Bidders must disclose to ISA, and seek ISA' s confirmation on<br>whether or not such a conflict exists. The ISA shall have the discretion to<br>disqualify or proceed with a bidder where there is a probable conflict of<br>interest subject to further evaluation and review of various factors such<br>as access to sensitive information which may confer unfair advantage as<br>against other bidders. The decision on a probable conflict of interest shall |
|                                    |      | be made in the best interest of the work of the ISA.  |
|                                    | 4.3  | Similarly, the Bidders must disclose in their proposal their knowledge of the following:  |
|                                    |      | <ul> <li>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</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul>  |
|                                    |      | 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.  |
| PREPARATION OF PROPO               | SALS |   |
| 5. General<br>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 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.  |
| 7. Language                        | 7.1  | The Proposal, as well as any and all related correspondence exchanged by the Bidder and ISA, shall be Written in the language (s) specified in the BDS.   |
| 8. Documents                       | 8.1  | The Proposal shall comprise of the following documents:   |
| Comprising the<br>Proposal         |      | <ul> <li>c) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>d) Technical Proposal;</li> <li>e) Financial Proposal;</li> </ul>   |
|                                    |      | f) Proposal Security, if required by BDS;   |



|  |      | g) Any attachments and/or appendices to the Proposal.   |
|--|------|---|
| 9. Documents<br>Establishing the<br>Eligibility and<br>Qualifications of the<br>Bidder | 9.1  | The Bidder shall furnish documentary evidence of its status as an eligible<br>and qualified vendor, using the Forms provided under Section 6 and<br>providing documents required in those forms. In order to award a contract<br>to a Bidder, its qualifications must be documented to ISA's satisfaction.  |
| 10.Technical Proposal<br>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.<br>A Technical Proposal containing material financial information may be<br>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<br>the necessary training programme available for the maintenance and<br>operation of the services and/or equipment offered as well as the cost to<br>the ISA. Unless otherwise specified, such training as well as training<br>materials shall be provided in the language of the Bid as specified in the<br>BDS. |
| 11.Financial Proposals   | 11.1 | The Financial Proposal shall be prepared using the Standard Form provided<br>in Section 6 of the RFP. It shall list all major cost components associated<br>with the services, and the detailed breakdown of such costs.  |
|  | 11.2 | Any output and activities described in the Technical Proposal but not priced<br>in the Financial Proposal, shall be assumed to be included in the prices of<br>other activities or items, as well as in the final total price.  |
|  | 11.3 | Prices and other financial information must not be disclosed in any other place except in the financial proposal.   |
| 12.Proposal Security   | 12.1 | A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.   |
|  | 12.2 | The Proposal Security shall be included along with the Technical Proposal.<br>If Proposal Security is required by the RFP but is not found along with the<br>Technical Proposal, the Proposal shall be rejected.  |
|  | 12.3 | If the Proposal Security amount or its validity period is found to be less than what is required by ISA, ISA shall reject the Proposal.   |
|  | 12.4 | In the event an electronic submission is allowed in the BDS, Bidders shall<br>include a copy of the Bid Security in their proposal and the original of the<br>Proposal Security must be sent via courier or hand delivery as per the<br>instructions in BDS.  |
|  | 12.5 | The Proposal Security may be forfeited by ISA, and the Proposal rejected, in the event of any one or combination, of the following conditions:  |
|  |      | <ul><li>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</li><li>b) In the event that the successful Bidder fails:</li></ul>   |
|  |      | i. to sign the Contract after ISA has issued an award; or   |



|  | ii. to furnish the Performance Security, insurances, or othe<br>documents that ISA may require as a condition precedent to the<br>effectivity of the contract that may be awarded to the Bidder.  |
|--|---|
| 13. Currencies                                     | 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS<br>Where Proposals are quoted in different currencies, for the purposes o<br>comparison of all Proposals:  |
|  | <ul> <li>a) ISA will convert the currency quoted in the Proposal into the ISA<br/>preferred currency, in accordance with the prevailing UN operational<br/>rate of exchange on the last day of submission of Proposals; and</li> </ul>  |
|  | b) In the event that ISA selects a proposal for award that is quoted in a<br>currency different from the preferred currency in the BDS, ISA shall<br>reserve the right to award the contract in the currency of ISA's<br>preference, using the conversion method specified above.   |
| 14. Joint Venture,<br>Consortium or<br>Association | 14.1 If the Bidder is a group of legal entities that will form or have formed a Join Venture (JV), Consortium or Association for the Proposal, they shal confirm in their Proposal that : (i) they have designated one party to act at a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they 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 withou the prior written consent of ISA.   |
|  | 14.3 The lead entity and the member entities of the JV, Consortium o Association shall abide by the provisions of Clause 15 herein in respect o 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 join 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 differentiate between:  |
|  | a) Those that were undertaken together by the JV, Consortium o Association; and   |
|  | b) Those that were undertaken by the individual entities of the JV Consortium or Association.   |
|  | 14.6 Previous contracts completed by individual experts working privately but<br>who are permanently or were temporarily associated with any of the<br>member firms cannot be claimed as the experience of the JV, Consortium<br>or Association or those of its members, but should only be claimed by the<br>individual experts themselves in their presentation of their individual<br>credentials.   |
|  | JV, Consortium or Associations are encouraged for high value, multi-sectora requirements when the spectrum of expertise and resources required may no   |



|  | be available within one firm.   |
|--|---|
| 15.Only One Proposal                           | 15.1 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.   |
|  | <ul> <li>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</li> <li>h) they have at least one controlling partner, director or shareholder in common; or</li> <li>i) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>j) they have the same legal representative for purposes of this RFP; or</li> <li>k) 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;</li> <li>l) 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</li> <li>m) 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.</li> </ul> |
| 16.Proposal Validity<br>Period                 | <ul> <li>16.1 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.</li> <li>16.2 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.</li> </ul>  |
| 17.Extension of<br>Proposal Validity<br>Period | 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 and the responses shall be made in writing, and shall be considered integral to the Proposal.  |
|  | <ul><li>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</li><li>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and</li></ul>   |
| 18.Clarification of<br>Proposal                | <ul> <li>in which case, such Proposal will not be further evaluated.</li> <li>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.</li> </ul>  |
|  | 18.2 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<br>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<br>submission of proposal to give the Bidders reasonable time to incorporate<br>the amendment into their Proposals.   |
| 20.Alternative<br>Proposals  |       | Unless otherwise specified in the BDS, alternative proposals shall not be<br>considered. If submission of alternative proposal is allowed by BDS, a<br>Bidder may submit an alternative proposal, but only if it also submits a<br>proposal conforming to the RFP requirements. ISA shall only consider the<br>alternative proposal offered by the Bidder whose conforming proposal<br>ranked the highest as per the specified evaluation method. Where the<br>conditions for its acceptance are met, or justifications are clearly<br>established, ISA reserves the right to award a contract based on an<br>alternative proposal.<br>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 sent to all the participants of the pre-bid conference. 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.  |
| SUBMISSION AND OPENI         | NG 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.   |
|                              | 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<br>and of itself, implies that the Bidder fully accepts the ISA General Contract<br>Terms and Conditions.<br><u>https://www.isolaralliance.org/images/ISA_GTB.pdf</u>  |
| Email Submission             | 22.4  | Email submission, if allowed or specified in the BDS, shall be governed as follows:  |
|                              |       | a) 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 password 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<br>only upon request of ISA. ISA will request password only from bidders<br>whose Technical Proposal has been found to be technically responsive.<br>Failure to provide correct password may result in the proposal being<br>rejected.  |
|---|---|
| 23.Deadline for<br>Submission of<br>Proposals and Late<br>Proposals | 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   |
|   | 23.2 ISA shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.  |
| 24.Withdrawal,<br>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<br>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. For online submissions, bids will be disregarded by ISA.   |
| 25.Proposal Opening   | <ul><li>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.</li></ul>  |
| EVALUATION OF PROPOS  | SALS  |
| 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.  |
| 27.Evaluation of<br>Proposals                                       | 27.1 The Bidder is not permitted to alter or modify its Proposal in any way after<br>the proposal submission deadline except as permitted under Clause 24 of<br>this RFP. ISA will conduct the evaluation solely on the basis of the<br>submitted Technical and Financial Proposals.  |
|   | <ul> <li>27.2 Evaluation of proposals is made of the following steps:</li> <li>n) Preliminary Examination</li> <li>o) Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>p) Evaluation of Technical Proposals</li> <li>q) Evaluation of Financial Proposals</li> </ul>   |
| 28.Preliminary<br>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.<br>ISA reserves the right to reject any Proposal at this stage.  |
|--|---|
| 29.Evaluation of<br>Eligibility and<br>Qualification     | B. Eligibility and Qualification of the Bidder will be evaluated against the<br>Minimum Eligibility/Qualification requirements specified in the Section 4<br>(Evaluation Criteria).   |
|  | <ul> <li>C. In general terms, vendors that meet the following criteria may be considered qualified:</li> <li>i. They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers.</li> <li>ii. They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>iii. 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;</li> <li>iv. They are able to comply fully with ISA General Terms and Conditions of Contract;</li> <li>v. They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>vi. The consulting firm should provide credentials, through adequate references or documentation, their current local presence in the ISA focus regions. Past experience of working with ISA and/or with multilateral/international organizations will be an added advantage.</li> </ul> |
| 30.Evaluation of<br>Technical and<br>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):  |
|----------------------------------|--|
|                                  | <b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100  |
|                                  | Rating the Financial Proposal (FP):  |
|                                  | <b>FP Rating</b> = (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%/100) + (FP Rating) x (Weight of FP, e.g., 30%/100)  |
| 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:   |
|                                  | <ul> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>c) 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;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that ISA may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul> |
| 32.Clarification of<br>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<br>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. Nonconformities,<br>Reparable Errors and<br>Omissions | 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.   |
|   | 34.2 | ISA may request the Bidder to submit the necessary information or<br>documentation, within a reasonable period of time, to rectify nonmaterial<br>nonconformities or omissions in the Proposal related to documentation<br>requirements. Such omission shall not be related to any aspect of the price<br>of the Proposal. Failure of the Bidder to comply with the request may result<br>in the rejection of its Proposal.  |
|   | 34.3 | For Financial Proposal that has been opened, ISA shall check and correct arithmetical errors as follows:   |
|   |      | <ul> <li>a) if there is a discrepancy between the unit price and the line item total<br/>that is obtained by multiplying the unit price by the quantity, the unit<br/>price shall prevail and the line item total shall be corrected, unless in<br/>the opinion of ISA there is an obvious misplacement of the decimal<br/>point in the unit price; in which case the line item total as quoted<br/>shall govern and the unit price shall be corrected;</li> </ul> |
|   |      | <ul> <li>b) if there is an error in a total corresponding to the addition or<br/>subtraction of subtotals, the subtotals shall prevail, and the total<br/>shall be corrected; and</li> </ul>   |
|   |      | c) if there is a discrepancy between words and figures, the amount in<br>words shall prevail, unless the amount expressed in words is related<br>to an arithmetic error, in which case the amount in figures shall<br>prevail.   |
|   | 34.4 | If the Bidder does not accept the correction of errors made by ISA, its Proposal shall be rejected.  |
| D. AWARD OF CONT  | RACT |  |
| 35.Right to Accept,<br>Reject, Any or All<br>Proposals    | 35.1 | ISA reserves the right to accept or reject any Proposal, to render any or all<br>of the Proposals as non-responsive, and to reject all Proposals at any time<br>prior to award of contract, without incurring any liability, or obligation to<br>inform the affected Bidder(s) of the grounds for ISA's action. ISA shall not<br>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<br>Requirements at the<br>Time of Award  | 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.  |
| 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  | 39.1 | A performance security, if required in BDS, shall be provided in the amount  |



| Security                                  | 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<br>Advanced Payment | 40.1 Except when the interests of ISA so require, it is ISA's preference to make<br>no advance payment(s) (i.e., payments without having received any<br>outputs). If an advance payment is allowed as per BDS, and exceeds 20% of<br>the total contract price, or USD 30,000, whichever is less, the Bidder shall<br>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.<br>The terms of payment shall be within thirty (30) days, after receipt of<br>invoice and certification of acceptance of work issued by the proper<br>authority in ISA with direct supervision of the Contractor. Payment will be<br>affected by bank transfer in the currency of contract.   |
| 43.Other Provisions                       | <ul> <li>43.1 ISA may withdraw the RFP at any time by providing written notice to the bidder in any case in which the mandate of ISA applicable to the performance of the Contract or the funding of ISA applicable to the RFP is curtailed or terminated, whether in whole or in part.</li> <li>43.2. The ISA is striving to achieve gender parity in all its activities. In this regard, female-owned organizations and/or teams with significant gender diversity are strongly encouraged to submit a proposal.</li> </ul> |
|   | 43.3. The ISA recognizes the importance of valuing diversity and promoting inclusion in all our work programs and partnerships. The ISA strives to engage with organizations and/or teams that reflect its geographical representation and diversity.   |



## 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<br>No. | Ref. to<br>Section.2 | Data  | Specific Instructions / Requirements   |
|------------|----------------------|---|--|
| 1          | 7                    | Language of the<br>Proposal   | English  |
| 2          |                      | Submitting Proposals<br>for Parts or sub-parts of<br>the TOR (partial bids) | Not Allowed  |
| 3          | 20                   | Alternative Proposals   | Shall not be considered  |
| 4          | 21                   | Pre-proposal<br>conference  | Will be conducted on request   |
| 5          | 10                   | Proposal Validity Period  | 90 days  |
| 6          | 14                   | Bid Security  | NIL  |
| 7          | 41                   | Advanced Payment<br>upon signing of contract                                | Not Allowed  |
| 8          | 42                   | Liquidated Damages  | <ul> <li>Will be imposed as follows:</li> <li>Provide details below if "Will be Imposed" is selected, otherwise delete the below</li> <li>0.1% of contract price per day of delay</li> <li>Max. number of days of delay 15, (1.5% of contract amount) after which ISA may terminate the contract.</li> </ul> |
| 9          | 40                   | Performance Security  | Not Required   |
| 10         | 18                   | Currency of Proposal  | USD  |
| 11         | 31                   | Deadline for submitting<br>requests for<br>clarifications/ questions        | 5 days before the submission deadline  |
| 12         | 31                   | Contact Details for<br>submitting<br>clarifications/questions               | Focal Person in ISA: Procurement Unit<br>E-mail: <u>procurement@isolaralliance.org</u><br>Address: International Solar Alliance, 3rd Floor, Surya Bhawan, NISE<br>Campus, Gwal Pahari, Gurugram, Haryana - 122003, India   |



| 13 | 18, 19 and<br>21 | Manner of<br>Disseminating<br>Supplemental<br>Information to the RFP | Direct communication to prospective Proposers by email<br><u>E-mail: procurement@isolaralliance.org</u>  |
|----|------------------|--|--|
|    |                  | and<br>responses/clarifications<br>to queries                        |  |
| 14 | 23               | Deadline for Submission  | February 22, 2024 - 11.00 PM (Indian Standard Time)  |
| 14 | 22               | Allowable Manner of<br>Submitting Proposals                          | Submission by email  |
| 15 | 22               | Proposal Submission<br>Address                                       | E-mail: procurement@isolaralliance.org   |
| 16 | 22               | Electronic submission<br>(email) requirements                        | <ul> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter o/r special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Password for financial proposal <u>must</u> not be provided to ISA until requested by ISA</li> <li>Max. File Size per transmission: 5 MB</li> </ul> |
| 17 | 27<br>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<br>commencement of<br>Contract                     | April 1, 2024  |
| 19 |                  | Maximum expected duration of contract                                | Initially contract will be issued for two years and same will be<br>extended for another two years on the basis of satisfactory report<br>from ISA.  |
| 20 | 35               | ISA will award the contract to:                                      | One Proposer only  |
| 21 | 39               | Type of Contract   | Services contract  |
| 22 |                  | Other Information<br>Related to the RFP                              | [All other instructions and information not yet mentioned so far in<br>this Data Sheet but are relevant to the RFP must be cited here, and<br>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<br>Submission<br>requirement                  |
|---|--|--|
| ELIGIBILITY   |  |  |
| Legal Status  | A bidder is a legally registered entity/firm with not less than 12 years<br>in service.<br>JV/Consortium is allowed under this contract, but sub-contracting is<br>not allowed.  | Form B: Bidder<br>Information<br>Form                  |
| Eligibility   | Bidder is not suspended, nor debarred, nor otherwise identified as<br>ineligible by any UN Organization, ADB or the World Bank Group or<br>any other international Organization in accordance with ITB clause 3.       | Form A:<br>Technical<br>Proposal<br>Submission<br>Form |
| Conflict of<br>Interest                                 | No conflicts of interest in accordance with clause 4.  | Form A:<br>Technical<br>Proposal<br>Submission<br>Form |
| Bankruptcy  | Not declared bankruptcy, not involved in bankruptcy or receivership<br>proceedings, and there is no judgment or pending legal action against<br>the Bidder that could impair its operations in the foreseeable future. | Form A:<br>Technical<br>Proposal<br>Submission<br>Form |
| QUALIFICATION   |  |  |
| History of Non-<br>Performing<br>Contracts <sup>1</sup> | default for the last 3 years.  |  |
| Litigation History                                      | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.   | Form D:<br>Qualification<br>Form                       |

<sup>&</sup>lt;sup>1</sup> 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.



The ISA would like to seek proposals from experienced, trusted and knowledgeable organizations who can act as the investment manager<sup>1</sup> ("**IM**") for the proposed Africa Regional Facility ("**ASF**") or any of its components described below. The ASF is the first regional facility being launched under the ISA's Global Solar Facility ("**GSF**") (more fully described below).

Expertise in infrastructure financing, particularly financing of solar energy projects, is a key requirement. In addition, the IM is expected to have experience working across early and later stage infrastructure projects. The IM is expected to help develop the ASF, fundraise, build a pipeline of investible opportunities, conduct due diligence on investment opportunities, manage the portfolio and run the operations of the Facility and its components. The IM's responsibilities will include:

- 1. Building on seed capital provided and leading the fund raise of additional concessionary and private capital for the ASF
- 2. Timely implementation of the establishment and roll out of the ASF
- 3. Developing and identifying a pipeline of projects
- 4. Conduct diligence and finance selected projects
- 5. Monitoring and reporting, including impact reporting aligned with ISA's mandate and the ASF's objectives and the agreed impact framework
- 6. Run back-office and support investors' requirements
- 7. Work closely with and supervise portfolio companies to maximize impact and performance
- 8. Work in partnership with other initiatives in the market
- 9. Manage portfolio risk and ensure it is maintained at the specified level (as set out below)
- 10. Develop an impact framework for evaluation and measurement of impact
- 11. Develop and disseminate case studies for investments made and share knowledge with the GSF, other regional facilities under the GSF umbrella

This RFP seeks to gather information to evaluate potential IMs based on:

- 1. Ability to execute fund manager responsibilities
- 2. Deliver impact and portfolio performance to investors
- 3. Alignment of interest with the overall mission of the ISA and the investors in the ASF
- 4. Liaise with the GSF and share knowledge

<sup>&</sup>lt;sup>1</sup> IMs will be an organization comprising of able team members with expertise in investment and infrastructuremanagement as outlined in this RfP.



## **Evaluation and Selection Criteria**

- 1. The IM must have a local presence and an existing team based out of Africa
- 2. The fund manager must have **prior experience** of successfully raising and deploying capital in the **Infrastructure and solar energy sector** in emerging markets
- 3. The IM should have the ability to conduct business relationships in English and French.
- 4. The IM may be required to make a presentation of their proposal to ISA and evaluation committee.

#### **Supporting Information and Documents**

Kindly provide the following supporting documents:

#### 1. Company registration and certificate of incorporation or similar charter or other documents

- 2. <u>All</u> active, past and related programs that the IM has worked on, covering the below aspects:
  - a. Strategies managed (both internal and external capital strategies)
  - b. Geographies applicable
  - c. Size of the facility
  - d. Impact achieved
  - e. Returns achieved
  - f. Key Investors
  - g. Time-line of the facility
  - h. Key portfolio investments
  - i. Key success factors
  - j. Key lessons learnt
  - k. Names of personnel who managed the strategy
- **3.** Capital raise experience highlighting the products, capital raised and investors accessed by the Manager
- 4. Portfolio management experience: A table providing key information on the various portfolios managed by the Manager, including key value-add by the Manager and exit track record. Please also disclose any significant disputes with any investee company, reasons for such disputes and the measures taken to avoid and deal with the dispute.

#### 5. Alignment with the ASF's Mission and Vision

Please explain how your firm's values and experience aligns with the mission and vision of the ISA and of the proposed ASF.

- **6. Technical Proposal,** with the following details. Managers are expected to submit proposals highlighting the below details separately for each component they are applying for:
  - a. **Structure:** Proposal for jurisdiction and legal structure of the ASF; Investment Strategy; Investment frameworks and evaluation criteria to be used; Ability to leverage the existing operations of the IM. Strategy for portfolio investment risk management; Fundraising strategy and timelines; it being clarified that the fund raise timelines for the \$200m amount as set out in Annex C need to be adhered to. If the IM's submission includes a proposal to raise funds beyond \$200mn, this shall be in accordance with the timelines proposed by the IM and agreed and set out in the definitive documentation.
  - b. **Staffing and Team Structure:** Core execution team and envisaged roles, relevant experience and resumes, sector focus and geographies.
  - c. Deal Sourcing strategy: Details of strategy in respect of sourcing a pipeline and



competencies in respect thereof. Details of potential pipeline that IM sees could also be provided.

- d. **Diligence process and investment decision making process**: The process that the IM proposes for each component of the ASF.
- e. **Portfolio strategy**: Details of portfolio management strategy and portfolio review process, and value add. For the avoidance of doubt the portfolio risk score shall be maintained as set out below in accordance with Annex A.
- f. Coordination strategy: across Africa Solar Facility components.
- g. **Back-office and operations:** Back-office team, process design and familiarity with various investor frameworks.
- h. **In-house hedging and other mitigation tools:** Availability of any in-house product hedging, and other local currency or other risk mitigation tools that can be made available to relevant components of the ASF.
- i. Governance & Conflict management: The general principles expected in respect of governance of the ASF are as set out in Annex D. The technical proposal can include additional details that do not deviate from these which are to be agreed and included in the definitive documentation. The technical proposal must include the proposed process to manage conflicts as and when they arise between the components of the ASF and other activities of the Manager.
- j. **Timeline of implementation:** Timeline for the implementation of each component of the ASF that IM is applying for, it being clarified that the fund raise timelines for the \$200m amount as set out in Annex D need to be adhered to. If the IM's submission includes a proposal to raise funds beyond \$200mn, this shall be in accordance with the timelines proposed by the IM and agreed and set out in the definitive documentation.
- k. **Outline of fund deployment:** A high level business plan for the component(s) of the ASF that Manager is applying for. A detailed business plan may be requested as a part of the evaluation process.
- I. **ESG:** Outline how the Manager processes to evaluate proposals for ESG risk and monitor these risks in accordance with the IFC Performance Standards. For the avoidance of doubt, if there are investors who have other ESG requirements, those would also need to be complied with.
- m. **Blended Finance**: Details of the Manager's experience deploying blended capital and complying with the application of blended finance principles and requirements. The ASF will need to be deployed in accordance with the OECD DAC Blended Finance Principles and the DFI Enhanced Blended Concessional Finance Principles for Private Sector Projects.
- n. Risks and proposed mitigation strategy
- 7. Heads of Term: Comments/mark-up to the Key Heads of Term set out in Annex C.

## 8. Additional Matters if any

9. References from global investors (at least four)

#### Notes:

- 1. Apart from the aspects set out in this RFP in respect of which proposals are to be provided, and which will, in turn, form the basis on which bids will be evaluated, if there are aspects of this RFP / GSF or the structure of the sub-facilities that require clarification or in respect of which the bidder has a differing view, feedback may be for ISA's consideration. If ISA, in its sole discretion, believes a clarification is to be provided or it accepts the variation, such clarification / variation will be notified to all interested bidders to ensure a level playing field.
- 2. In case of any inconsistency between this RFP and any of the ancillary documents, including but not limited to presentations/FAQs, the terms of this RFP shall prevail.



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

#### **Technical and Financial Evaluation Criteria**

| Summ | Summary of Technical Proposal Evaluation Forms           |     |  |
|------|--|-----|--|
| 1.   | Fund Manager's qualification, capacity and experience    | 300 |  |
| 2.   | Proposed Methodology, Approach and Implementation Plan   |     |  |
| 3.   | Management Structure and Qualification of Key Personnel* |     |  |
| 4    | 4 Alignment of Interest, financial considerations        |     |  |
|      | Total  |     |  |

| Section 1. Bidder's qualification, capacity and experience          | Points Otainable |
|---|------------------|
| Fund Manager's qualification, capacity and experience               |                  |
| Size of facilities managed, performance track record                | 60               |
| Fund raising experience   | 60               |
| Africa Infrastructure and Solar experience                          | 60               |
| Network and relationships in the ecosystem including with the       | 60               |
| regulators in Africa  |                  |
| Experience in similar products as proposed and local presence       | 60               |
| Total   | 300              |
| Proposed methodology, approach and implementation plan              |                  |
| Pipeline build out plan (robustness of pipeline, deployment         | 50               |
| potential and expected time to materialize)                         |                  |
| Diligence process (robustness and speed of decision making)         | 50               |
| Portfolio process (ability to add value)                            | 50               |
| Robustness of business plan proposed (likely impact, expected       | 50               |
| returns, realistic assumptions)                                     |                  |
| Complementarity with other operations – Ability to derive any       | 50               |
| other benefits to the facility from other operations of the manager |                  |
| (e.g. forex hedging, GCF accreditation, privileges & immunities     |                  |
| arising out of special status/agreement with relevant               |                  |
| governments)  |                  |
| Total   | 250              |
| Management structure and key personnel                              |                  |
| Experience and track record of key persons managing the facility    | 45               |
| including ESG, risk etc.  |                  |
| Distribution of team across risk, business development, evaluation. | 15               |
| Turnover history of team and availability of back-ups in case of    | 30               |
| team turnover   |                  |
| Processes, incentive etc available in the IM to make sure best team | 30               |
| stay and remain motivated   |                  |



| Gran Total  | 1000     |
|---|----------|
| То  | otal 300 |
| Other capital that Manager undertakes to mobilize           | 60       |
| required)   |          |
| Capital infusion by the Manager in the Facility (minimum 1% | 75       |
| Proposed cap on expenses (capped at [0.5%])                 | 30       |
| Performance fee   | 75       |
| Proposed Management fee (capped at 2% p.a.)                 | 60       |
| Alignment of Interest, financial considerations             |          |
| То  | otal 150 |
| KMP (applicable for large institutional IMs)                |          |
| KMP clause offered / Other mechanisms providing comfort on  | 30       |

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

The fund manager's scope of work is as follows:

- a. **Design & refine mechanics** and the operational plan for the component(s) of the ASF they are managing and prepare **underwriting criteria** for the components (with the approval of the GSF)
- b. Build a pipeline of investible opportunities
- c. Managing the **entire cash to cash cycle** including **raising funds** by attracting pools of capital and making investments
- d. **Coordinate in respect of the TA with the GSF** to allocate resources for building capacity across enterprises, FIs, and government as deemed fit and as necessary to promote solar and create an investible pipeline
- e. **Monitoring & Evaluation** of the relevant component(s) performance and reporting in accordance with the impact framework created and agreed with the GSF
- f. Run back-office, cash flow operations and legal compliance of the relevant component(s)
- g. Adherence to ESG parameters and DFI Enhanced Blended financing principles and the OECD DAC Blended Finance Principles
- h. Additionality and Impact assessment
- i. Knowledge dissemination

Each of these is explained in more detail below.

a. Design & refine mechanics and operational plan of the fund

The fund manager will work with legal and tax advisors to draw up a proposal for incorporation and registration of the fund, keeping in mind aspects such as appropriateness and tax considerations of place of incorporation and registration.

Such proposals will need to be acceptable to ISA and GSF. If different IMs are ultimately identified for various components of the ASF, they would need to coordinate to ensure that the ASF and all its components are domiciled and set up in the same jurisdiction. Jurisdictions will need to be acceptable for investors and be a preferred location for investments into Africa.

The ASF may be deployed in ISA member countries and subject to any investor requirements/considerations. To balance the various considerations of all stakeholders and achieve maximum impact while maintaining the portfolio at an acceptable level of risk, the IM will be required to maintain a composite portfolio score at 1.5 (weighted by \$ deployed) as per the criteria and methodology set out in Annex A. The Facility will also pay an Impact Incentive to IMs. This Impact Incentive will be determined based on impact targets that IM achieves. The Impact targets that the ASF is required to achieve are set out in Annex B. In order to ensure the IM is incentivized to invest in higher impact projects an impact weighted scoring methodology is proposed as set out in Schedule A of Annex D. This methodology will be applied to determine the Percentage Impact Target Achieved (subject to an overall Cap and floor of 130% and 85% respectively). The Impact Incentive will be payable over the performance fee payable based on the financial returns earned by the entire portfolio multiplied by the Percentage Impact Target Achieved.

The fund manager is also expected to define the fund's operational, financial, and reporting



procedures, and get the same approved by the GSF.

This will also include preparation of underwriting criteria for each of the product that IM is chosen for. These criteria will include amongst others – key factors to consider, product duration, macro, project risk criteria, impact criteria, additionality tests, return expectations etc.

#### **b.** Build pipeline of investible opportunities

**Refine & detail out investment eligibility criteria**: The fund manager is expected to define the enterprise / project eligibility criteria for financing under each component, as well as to review, adapt, grow and advance the pipeline of investible projects. The profile of the target investments and investment process should be refined in line with the ASF's philosophy.

**Supporting the pipeline development strategy**: This includes performing critical outreach, engagement and opportunity screening, including handling inbound and outbound leads, contributing to developing and implementing a marketing, promotion and communication strategy, and other activities that help maintain a steady pipeline of bankable projects / enterprises.

**Developing the pipeline**: This will likely require partnerships and communication with on-the-ground entities to perform due diligence on borrowers and identifying suitable investment opportunities. The fund manager will determine the staff to best fit their approach and **should strongly consider an "on-the-ground team**" which can be valuable not just for identifying and evaluating investment options but also monitoring the investments and investees on ground.

## c. Managing the entire cash to cash cycle

The fund manager will be expected to provide all services related to each component's investment cycle.

This includes:

**Raising funds:** The minimum size of the facility is US\$200mn. The GSF will provide anchor capital of \$80-100mn for the ASF, split across the components as follows:

|            | Year 1   | Year 2   | Year 3   | Year 4   |
|------------|----------|----------|----------|----------|
| Guarantee  | \$20-30m | \$30-40m | \$40m    | \$40m    |
| Insurance  | \$0-10m  | \$10-20m | \$10-20m | \$10-20m |
| investment | \$0-10m  | \$20-30m | \$30m    | \$30m    |

The additional amount of \$100mn is expected to be raised by the IM along with the GSF and the IM's proposal can include a higher fund size with the IM raising the amount in excess of the proposed facility as above. The fee etc will accordingly be adjusted. The IM is expected to bring a network of potential investors, build relationships with new potential investors, and lead pitch meetings with potential investors. The IM will lead the development of a strategy and marketing materials for fundraising. The



IM will be expected to raise capital for the relevant component(s) of the ASF by attracting both concessionary as well as for-profit private capital pools. The IM will set an appropriate risk profile for the fund to accommodate investors per their risk appetite.

In this regard, the ISA will work with the IM to bring in concessionary capital from the likes of GCF, DFC and other leading public, DFI and philanthropic donors. However, this capital will have to be leveraged with contributions from others sources, including commercial/private capital providers for the Investment Facility. Securing such capital will be the primary responsibility of the IM to ensure the capital raise for the \$200mn occurs as per the timelines in Annex D (*IM Heads of Term*). If the IM's submission includes a proposal to raise funds beyond \$200mn, this shall be in accordance with the timelines proposed by the IM and agreed and set out in the definitive documentation.

**Appraisal:** Desk due diligence, site visits, other analysis strategies to screen opportunities and other types of due diligence to inform the investment decision-making for the relevant component(s) of the ASF.

**Decisions:** Design and run Investment Committee with requisite experts and independent views. Make sure investment decisions take place with robust frameworks and governance.

**Documentation:** Work with legal counsel to finalize and execute definitive documentation on appropriate terms.

**Disburse:** Making investments in line with the requirements of the definitive documentation and detailed business plans received and vetted by the Manager and in such tranches as agreed to be feasible by the Investment Committee.

*Monitor:* Monitor the portfolio, assess risk exposures as well as exposure limits and sub-limits that may have been promised to investors, including but not limited to maintaining a portfolio risk score of

1.5 as set out in Annex A, and prepare required reports

**FX Management:** Manage liquidity and FX exposure, as well as other back-office functions in managing each component(s) of the ASF.

**Exit opportunities:** Source suitable investment exit opportunities both for any equity / quasi-equity investment, as well as debt (where applicable)

## *d.* Coordinate with the GSF to allocate TA resources to build capacity and policy frameworks

The fund manager will coordinate with the GSF to help in allocation of TA resources. This will be aimed to build capacity of local financial institutions, enterprises / project sponsors, and respective country governments that will help in improving project bankability and building a robust pipeline for the relevant component(s) of the ASF.



#### e. Monitoring & Evaluation of fund's performance and impact

The manager will define an optimal M&E strategy to support the impact thesis of each component(s) of the ASF, and report on the same.

The manager will produce monthly, quarterly and annual reports as required by the GSF, the ISA and the investors. These will include financial, operational and ESG performance.

The fund manager will be required to host at least quarterly performance reviews with the GSF/ISA and investors and an annual on-site meeting of Investors.

#### f. Run back office, day to day operations and legal compliance

The manager will run daily cash operations of each component(s), manage investor disbursements, making temporary investments awaiting disbursement, managing treasury and appropriate legal compliance.

The manager will also be reporting to investors in the manner required by each investor. They will be required to manage cash flows of the facility taking into account cash needs of the portfolio, facility and the investors various needs.

The manager will also be required to prepare periodic reports outlining the performance of the relevant component(s) both on impact and financial parameters.

#### **g.** ESG and Adherence to agreed blended financing principles

The manager will ensure that each component(s) of the ASF and portfolio deploy ESG best practices and comply with IFC Performance Standards (and any additional ESG requirements that investors might have). Blended financing provided by the project will adhere to DFI Enhanced Blended Concessional Finance Principles for Private Sector Projects and the OECD DAC Blended FinancePrinciples. IM may be required by ISA to provide certification of these on periodic basis.

#### *h.* Impact and Additionality

The impact targets to be achieved by the ASF are as set out in Annex B. The manager will ensure that the projects undertaken by the ASF have strong additionality and impact as per criteria laid down for the ASF as set out in Schedule A of Annex C. The manager will also ensure Impact measurement of is done as per globally accepted standards.

### i. Knowledge Dissemination



The manager will prepare case studies on investments made which will be available for sharing of knowledge and lessons learned. These case studies will also be used by the GSF, other regional facilities and ISA for working with various stakeholders across the world.

#### Periodic performance review:

IM will be subject to performance reviews at the end of the 6<sup>th</sup> Year. These reviews will measure performance against pre-agreed targets, financial and risk outcomes of the facility, including the portfolio risk score and the impact targets. In case of significant deviations and if there is need to adjust the parameters, criteria or methodology in respect of any aspect, the IM and the GSF and Investors will agree what specific measures or changes need to be made and any changes will be subject to the process set out in the ASF's definitive documentation.

## **Threshold requirements/Grounds for disqualification:**

Proposals will not be considered if any of the following threshold requirements are not met or if any grounds for disqualification as set out below are discovered during the RFP stage (whether declared or not) or subsequently. Managers are required to provide an undertaking along with their proposal confirming compliance with the requirements below in respect of their proposal. Absence of a satisfactory undertaking will be a ground for disqualification.

Threshold requirements:

- Investment experience of at least 10 years of the manager and / or the Key management professionals
- Size of assets managed is at least \$100 mn of the manager or the key management
- Experience in infrastructure assets and particularly solar energy
- Physical location of key members in Africa (outside Mauritius)

Grounds for Disqualification:

- Disqualification by UN, World Bank, or any other global agency
- The proposed IM entity or its owners/shareholders are organized in any country that is sanctioned by the UN, US or the EU.
- Any conflicts between the activities of the proposed ASF and the manager's existing or future operations. If there are any existing or potential conflicts, please make a detailed disclosure in respect of such matters as well as a detailed proposal to mitigate such conflicts and the ISA shall, in its sole discretion, decide whether or not the described conflicts and mitigation measures are acceptable.
- The proposed manager or its owners/shareholders were engaged by ISA to advise on the structuring of the GSF/ASF.

## Information about the ASF and its Components:

The ASF will be a financing vehicle to help crowd-in investments in the solar sector by providing various forms of risk mitigation support and blended risk capital.

Key objectives of establishing the ASF are:

- Mobilize 1,600 MW of solar projects in Africa worth USD1.4 bn;
- Be a platform that has cutting edge knowledge and expertise on solar;
- Become a self-sustaining vehicle with its own ability and track record to develop new financing



facilities for solar across the world; and

• Be a platform that is agile yet has robust internal controls to ensure financings are done expeditiously and within the overall mandate of ISA.

The ASF will be focused on stimulating investments in solar projects in Africa through the following three components, which will be managed by the IM and a TA component. A broad description is provided below:

| Component                          | Description   | Size<br>of<br>the<br>Facilit<br>Y                           | Type of<br>Capital   | Structure options   |
|------------------------------------|---|---|--|---|
| Technic<br>al<br>Assistan<br>ce    | Grants to help<br>build robust<br>regulatory and<br>contractual<br>frameworks.<br>Managed by the<br>GSF | \$10 mn   | Grant  | <ul> <li>Grants allowing capacity building<br/>support –<br/>leveraging local ecosystem</li> </ul>  |
| Guarantee<br>s /Risk<br>Mitigation | Payment<br>Guarantees/Risk<br>SharingFacilities<br>with Domestic<br>Lenders                             | \$50<br>mn in<br>Phase<br>1<br>\$100<br>mn in<br>Phase<br>2 | 22 yr fund.<br>Public/philanthro<br>pic/ DFI funds   | <ul> <li>Payment guarantees with / without<br/>liquidity facilities (to cover delays in<br/>off-taker payments and lower the<br/>risk of default and bring down the<br/>cost / extent of guarantee cover<br/>needed)</li> <li>Risk sharing facilities with lenders<br/>with / without a first loss layer<br/>(lowers risk capital for lenders; in<br/>partnership with domestic lenders,<br/>can ensure availability of local<br/>currency financing).</li> <li>Grant / Loan for premium payable<br/>to other<br/>provider (eg., MIGA)</li> </ul> |
| Insuran<br>ce<br>Facility          | Loan with<br>concessional<br>pricing and<br>extended grace<br>period to cover<br>insurance costs        | \$50 mn   | - 15 yr fund.<br>Public/philanthro<br>pic/ DFIfunds  | <ul> <li>Senior loan with interest reduction<br/>or waiver to the extent of<br/>construction insurance premium<br/>paid;</li> <li>Junior loan in the amount of the<br/>insurance premium payable;<br/>interest at concessional rate;<br/>repayment of the loan and interest<br/>is<br/>subordinated to senior loan<br/>repayments</li> </ul>  |
| Investment                         | Investments in<br>distributed<br>sol<br>arprojects, solar<br>mini grids                                 | \$90 mn   | <ul> <li>- 23 yr fund. Mix of<br/>(\$30 m) invested as<br/>junior capital and<br/>senior equity /<br/>quasi<br/>equity capital (\$60<br/>m)</li> </ul> | <ul> <li>Equity / Mezzanine / Sub-debt / Self-<br/>liquidating investments (wide<br/>flexibility to use a product that is<br/>appropriate)</li> </ul>   |
| Total                              |   | \$200<br>mn   |  |   |



- Technical Assistance (TA) facility: Currently in Africa, regulatory frameworks are weak and do not support solar project development in many countries. Similarly, in several cases, a pipeline of bankable projects needs to be developed through market studies, pre-project work etc. The Technical Assistance Facility aims to address these gaps. The facility will be focused on creating enabling regulatory frameworks in African nations that will help create a pipeline of bankable projects by supporting project development and building capacity among enterprises/sponsors as well as local governments and other relevant stakeholders to ensure robust regulatory frameworks, credit analysis and contract structures. The TA facility will have an initial size of USD10 mn and will be administered by the GSF.
- 2. Payment Guarantee Facility: The GSF proposes to make available a suite of risk mitigation or guarantee products to ensure the availability of appropriate financing structures that minimize the financing burden for technically sound projects and ensure they get off the ground. Such products include: (a) payment guarantees with / without liquidity facilities (to cover delays in off-taker payments and lower the risk of default and bring down the cost / extent of guarantee cover needed) or (b) risk sharing facilities with lenders with / without a first loss layer (enables greater deployment of capital as it lowers risk capital for lenders; in partnership with domestic lenders, can ensure availability of local currency financing). The Investment Manager will determine the extent and nature of risk cover to ensure that the risks are mitigated, and the projects get off the ground. The guarantee facility will be launched in phases Phase 1 comprising of USD50 mn. Thereafter it will be increased to USD100 mn gradually. The



guarantee facility will support all solar projects in Africa meeting pre-defined underwriting criteria. The guarantee facility will be managed by a professional investment manager and will also work with the Multilateral Investment Guarantee Agency (MIGA) for credit support functions.

Key criteria for financing under this facility will include but not restricted to:

- Available for solar projects in ISA member countries
- Priority for distributed solar and mini-grid projects
- Will cover only post commissioning payment risks
- Offer commercial terms for Non LDC countries and benign terms for LDC countries
- Terms offered to replicate at least return of capital after taking into account expected loss on the investment
- No more than 10% of amount in one investment
- Single Country exposure capped at 20%
- Can be offered to financial institutions to cover portfolio risk and facilitate lending to a portfolio of such projects / buy-out of existing portfolios single financial institution limit 15%
- No guarantees to cover sovereign obligations
- Guarantees to be offered only on "partial" basis
- May also be used to provide concessional loans to cover premium on guarantee facility/ insurance taken by the projects from reputed providers like MIGA
- Guarantees not Grants i.e. suitable terms providing protection and return of investor capital
- 3. Insurance Facility: Currently, in many African countries, the cost of insurance is very high (specially during construction), making project economics unviable. The insurance facility will seek to partly mitigate this by providing concessional interest loans to cover the cost of insurance. With a USD50 mn facility size, the insurance facility will have a tenure of 15 years and loans provided by the facility will have tenors of 6-7 years. These loans will be repaid once commercial operations are commenced. The insurance facility will tie up with reputed insurance companies who will provide insurance for these projects. The insurance facility will help projects in two ways i) It will help get competitive insurance for solar projects; and ii) help improve project returns by 50 to 100 bps.

Key criteria for financing under this facility will include but not restricted to:

- Available for solar projects in identified countries
- Priority for distributed solar and mini-grid projects
- Loan provided will cover insurance cost, preferably for construction period only
- Project will have to take insurance from permitted insurers
- Loan offered will be junior to senior loans but senior to equity / sub-debt.
- Loan will be repayable before any dividend etc are paid to equity equity / sub-debt
- Loan payable from any excess cash generated beyond the debt servicing of the project
- Tenor of loans restricted to 10 years
- Overall terms offered to replicate atleast return of capital after taking into account expected loss on the investment
- Expected interest rate to be benchmarked to similar loans available in the market, however reduced by the part of the insurance cost that is sought to be covered
- No more than 5% of amount in one investment
- Single Country exposure capped at 20%
- 4. Blended Investment Facility: Distributed solar projects suffer in Africa due to lack of attractive risk capital. This is mainly due to high risk of distributed solar projects. A blended equity facility will bridge this gap by providing equity for distributed solar projects. With USD30 mn of junior capital funded by



the GSF and USD60 mn of commercial capital, the totaling facility size would USD90 mn. The blended finance facility is estimated to provide equity risk capital with an investment ticket size of USD1-10 mn. This facility is critical to address the compelling need for distributed solar given the energy access it enables quickly.

Key criteria for financing under this facility will include but not restricted to:

- Available for solar projects in identified countries
- Applicable only for distributed solar and mini-grid projects
- Will not finance project development equity
- Primarily aimed to enable greenfield project development
- No buy-out of equity / other financier from proceeds of the facility
- Terms offered to generate a net IRR of atleast US\$ 8% after taking into account local currency depreciation (using World Bank forecasts) and losses in the portfolio
- No more than 10% of amount in one investment
- Single Country exposure capped at 20%
- All investments to have suitable exit provisions. Base case exit in 7 years and not beyond 10 years in any case.
- Priority to self liquidating instruments to enable exit from project cash flows.
- No controlling positions in projects / holding company.
- Suitable governance and minority protection rights for the Facility.
- No significant premium to existing project developers .
- Investments not Grants i.e. suitable terms providing protection and return of investor capital.

#### **Role of the GSF**

- Investment Managers will report directly to the GSF for their operations and performance. All day to day liasoning will be with the GSF's team.
- The GSF's representatives will be permanent members of Investment Committee of the ASF. They will have one vote on each matter coming up to Investment Committee
- In order to build institutional capacity as well as minimize expenses, the GSF will carry out common functions beneficial to all regional facilities such as:
  - Providing anchor capital, including junior capital where needed
  - o Share learnings across all facilities
  - Monitor risk and governance at RFs
  - Provide interface with Investors
  - Deploy the TA programme
- The GSF will have oversight and visibility across regional facilities to ensure: (i) appropriate governance of all facilities, including in particular in respect of ESG matters, and (ii) monitor investment decision making, portfolio management and operations.
- The GSF will charge a supervision fee of [0.5%] p.a. to each of the Facilities.
- The GSF will provide anchor capital to the ASF as below:

|            | Year 1   | Year 2   | Year 3   | Year 4   |
|------------|----------|----------|----------|----------|
| Guarantee  | \$20-30m | \$30-40m | \$40m    | \$40m    |
| Insurance  | \$0-10m  | \$10-20m | \$10-20m | \$10-20m |
| investment | \$0-10m  | \$20-30m | \$30m    | \$30m    |

The Government of India is considering a \$25 million investment as capital contribution in the GSF in addition to \$10 million coming from the ISA. Bloomberg Philanthropies and CIFF have also committed

their support to the GSF.<sup>2</sup>



## **Role of ISA**

- ISA will provide global knowledge and technical support (where needed) to the IM. ISA will also provide inputs on projects being developed across the member countries, these could feed into the project pipeline for the IM.
- ISA and IM can work together to organize high level outreach and industry events in member countries. These would include workshops and sessions to build awareness, work with regulators and industry bodies for creating enabling environment for solar investments.
- To the extent needed, ISA may help the GSF and IM in raising capital for the investments.

#### **Legal Agreements**

Post the RFP process, the selected manager(s) will need to enter into definitive documentation
with the GSF and other investors, including suitable agreements outlining each of their
respective responsibilities, and the requirements of the investors. These agreements will interalia include responsibilities of manager, decision making process, periodic reporting
requirements, performance measurement, fee payment, ground for termination, conflict
management, process to make sure there is no risk of adverse selection etc. Key heads of term
are as set out in Annex D.

#### **Countries of operations**

For a list of ISA member countries, please visit: https://isolaralliance.org/membership/countries

#### Information about ISA

For information on ISA, please visit: https://isolaralliance.org/

<sup>&</sup>lt;sup>2</sup> See: https://pib.gov.in/PressReleseDetailm.aspx?PRID=1973514



#### Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted. Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

#### **Technical Proposal Envelope:**

| Have you duly completed all the Returnable Bidding Forms?   |  |
|---|--|
| Form A: Technical Proposal Submission Form  |  |
| Form B: Bidder Information Form   |  |
| Form C: Joint Venture/Consortium/ Association Information Form  |  |
| Form D: Qualification Form  |  |
| Form E: Format of Technical Proposal  |  |
| Form H: Proposal Security Form  |  |
| [Add other forms as necessary]  |  |
| Have you provided the required documents to establish compliance with the evaluation criteria in Section 4? |  |

#### **Financial Proposal Envelope**

## (Must be submitted in a separate sealed envelope/password protected email)

| Form F: Financial Proposal Submission Form |  |
|--|--|
| Form G: Financial Proposal Form            |  |



#### FORM A: TECHNICAL 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.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been an ISA staff member within the last year, if said ISA staff member has or had prior professional dealings with our firm in his/her capacity as ISA staff member within the last three years of service with the ISA;
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the ISA or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the ISA and we *embrace the principles of the ISA Supplier Code of Conduct* <u>https://isolaralliance.org/images/ISA%20Supplier%20Code%20of%20Conduct\_14.4.2023.final%20version.pdf</u>

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the ISA.

We offer to provide services in conformity with the Bidding documents, including the ISA General Conditions of Contract and in accordance with the Terms of Reference https://www.isolaralliance.org/images/ISA\_GTB.pdf

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

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



*I, the undersigned, certify that I am duly authorized by* [Insert Name of Bidder] *to sign this Proposal and bind it should ISA accept this Proposal.* 

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

[Stamp with official stamp of the Bidder]



# FORM B: BIDDER INFORMATION FORM

| Legal name of Bidder   | [Complete]   |  |  |
|--|--|--|--|
| Legal address  | [Complete]   |  |  |
| Year of registration   | [Complete]   |  |  |
| Bidder's Authorized Representative<br>Information  | Name and Title: [Complete]<br>Telephone numbers: [Complete]<br>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.<br>ISO 9000 or Equivalent) (If yes,<br>provide a Copy of the valid Certificate):                             | [Complete]   |  |  |
| Does your Company hold any<br>accreditation such as ISO 14001<br>related to the environment? (If yes,<br>provide a Copy of the valid Certificate): | [Complete]   |  |  |
| Does your Company have a Written<br>Statement of its Environmental<br>Policy? (If yes, provide a Copy)   | [Complete]   |  |  |
| Contact person ISA may contact for<br>requests for clarification during<br>Proposal evaluation   | Name and Title: [Complete]<br>Telephone numbers: [Complete]<br>Email: [Complete]   |  |  |
| Please attach the following<br>documents:  | <ul> <li>Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>Certificate of Incorporation/ Business Registration</li> <li>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</li> <li>Trade name registration papers, if applicable</li> <li>Local Government permit to locate and operate in assignment location, if applicable</li> </ul> |  |  |



| <ul> <li>Official Letter of Appointment as local representative,<br/>Bidder is submitting a Bid in behalf of an entity locate</li> </ul> |  |
|--|--|
| outside the country  |  |
| <ul> <li>Power of Attorney</li> </ul>  |  |



# FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

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

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

| No | <b>Name of Partner and contact information</b><br>(address, telephone numbers, fax numbers, e-mail<br>address) | Proposed proportion of responsibilities (in %) and type of services 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   | [Complete] |
| RFP process and, in the event a      | [Complete] |
| 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 |
|--|----|---------------------------------------|
|--|----|---------------------------------------|

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to ISA `for the fulfillment of the provisions of the Contract. Name of partner: Name of partner:

| Signature:       |
|------------------|
| Date:            |
| Name of partner: |
| Signature:       |
| Date:            |
|                  |



### 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  | t(s) not performed fo                    | or the last 3 years   |   |
| Year  | Non- performed<br>portion of<br>contract | Contract Identification   | <b>Total Contract Amount</b><br>(current value in US\$) |
|   |  | Name of Client:<br>Address of Client:<br>Reason(s) for non-performance: |   |

# Litigation History (including pending litigation)

| No litigation history for the last 3 years |                                  |                            |                         |  |
|--|----------------------------------|----------------------------|-------------------------|--|
| □ Litigation History as indicated below    |                                  |                            |                         |  |
| Year of                                    | Amount in                        | Contract Identification    | Total Contract Amount   |  |
| dispute                                    | 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. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by ISA.



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

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

□ 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<br>Year<br>Year | USD<br>USD<br>USD |
|--|----------------------|-------------------|
| Latest Credit Rating (if any), indicate the source |                      |                   |

| <b>Financial information</b><br>(in US\$ equivalent) | Historic information for the last 3 years |        |        |
|--|---|--------|--------|
|  | Year 1                                    | Year 2 | Year 3 |
|  | Information from Balance Sheet            |        |        |
| Total Assets (TA)                                    |   |        |        |
| Total Liabilities (TL)                               |   |        |        |
| Current Assets (CA)                                  |   |        |        |
| Current Liabilities (CL)                             |   |        |        |
|  | Information from Income Statement         |        |        |
| 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    | [INSERT] |
| THIS ASSIGNMENT | [INSERT] |
|                 |          |
|                 |          |
|                 |          |
|                 |          |
|                 |          |
|                 |          |
|                 |          |
| NATIONALITY     | [INSERT] |
|                 |          |
|                 |          |
|                 |          |
|                 |          |
|                 |          |
|                 |          |
| LANGUAGE        |          |
| PROFICIENCY     | [INSERT] |
|                 |          |





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



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



|            | REFERENCE 1: |
|------------|--------------|
| REFERENCES | [INSERT]     |
|            | REFERENCE 2: |
|            | [INSERT]     |

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, 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.

# **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 |  |

