



## Invitation to Tender (ITT)

November 2023

Invitation to Tender (ITT) # MOBILIST-RFP-006

ITT name: Consultancy support on review of an Infrastructure Debt Securitisation Platform's allocation of proceeds policy, and actionable/ in-depth recommendations for implementation by owners of the Securitisation Platform, regarding the processes for review, monitoring, and verification of the allocation of proceeds specifically within the MOBILIST tranche.

Submission deadline: December 13, 2023 at 5pm EST time

Dear Tenderer,

Chemonics Group UK Ltd/invites you to submit a Tender for Consultancy support on review of an Infrastructure Debt Securitisation Platform's allocation of proceeds policy, and particularly in-depth recommendations for implementation by The Platform's management regarding the processes for review, monitoring, and verification of the allocation of proceeds specifically within the MOBILIST tranche.

In addition to this Letter of Invitation, the ITT Pack includes:

Volume 1 – Key Procurement Information

Volume 2 - Instructions to Tenderers and Evaluation Criteria

Volume 3 - Terms of Reference (ToR)/Specifications

Volume 4 – Annexes

Annex 1 - Cover Letter (Declarations)

Annex 2 - Chemonics Tendering Requirements and Conditions

Annex 3 - Example Firm Fixed Price Subcontract Template (Terms and Clauses)

Tenderers are required to read “**Chemonics’ Ethical and Business Conduct requirements**” in Annex 2, Section 1 and declare they have understood and adhere to these conditions in the Cover Letter provided in Annex 1.

This ITT does not obligate Chemonics to execute a contract, nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals.

All inquiries or requests for clarifications relating to this ITT must be made through the Procurement Point of Contact (POC) listed in the Key Procurement Information in Volume 1. Please contact the POC immediately if any of the ITT documents are missing.

Sincerely,

Tara Sabre Collier

Team Leader, MOBILIST Research and Policy Platform programme



## Volume 1. Key Procurement Information

<b>ITT number:</b>	MOBILIST-RFP-006
<b>Project Name/No.:</b>	MOBILIST Research and Policy programme referred to as “Project”
<b>Authority/Chemonics Client:</b>	Foreign, Commonwealth and Development Office (FCDO)
<b>Implemented by:</b>	Chemonics Group UK Ltd.
<b>Description of commodities or services:</b>	Consultancy support on review of an Infrastructure Debt Securitisation Platform’s allocation of proceeds policy, and particularly in-depth recommendations for implementation by The Platform’s management regarding the processes for review, monitoring, and verification of the allocation of proceeds specifically within the MOBILIST tranche.
<b>Issue date:</b>	November 24, 2023
<b>ITT conference day:</b>	December 05, 2023  <a href="https://us04web.zoom.us/j/71579809892?pwd=0heO1x8l9h9m6hRnUAYFhU6J0dCs3B.1">https://us04web.zoom.us/j/71579809892?pwd=0heO1x8l9h9m6hRnUAYFhU6J0dCs3B.1</a>
<b>ITT clarifications deadline:</b>	December 07, 2023
<b>Submission deadline:</b>	December 13, 2023 at 5.00pm EST time
<b>Email for electronic submissions</b>	<a href="mailto:mobilistprocurement@ukmobilist.com">mobilistprocurement@ukmobilist.com</a>
<b>Contract type/Pricing methodology:</b>	Fixed Price
<b>Maximum budget for this procurement:</b>	£25,000.00
<b>Plug figures:</b>	N/A
<b>Currency of offer</b>	Offers are expected to be expressed in British Pounds
<b>Estimated period of Performance</b>	3 months
<b>Proposal validity period:</b>	90 days
<b>Anticipated date of award:</b>	January 04 ,2024
<b>Anticipated date of mobilisation:</b>	January 09, 2024
<b>Country where Commodities /Services will be delivered</b>	United Kingdom referred to as “Country of Performance”
<b>Procurement point of contact:</b>	<a href="mailto:Mobilistprocurement@ukmobilist.com">Mobilistprocurement@ukmobilist.com</a> referred to as “POC”
<b>Chemonics contact details for the Tenderer or</b>	Chemonics Office of Business Conduct Email: <a href="mailto:businessconduct@chemonics.com">businessconduct@chemonics.com</a> Online: <a href="http://www.chemonics.com/reporting">www.chemonics.com/reporting</a>

<b>Tenderer Personnel to notify any potential conflict of interest, safeguarding, anti-bribery and corruption or any other compliance concerns</b>	Phone/Skype: 888.955.6881 WhatsApp: (+1) 202.355.8974

By submitting a Tender in response to this ITT, the Tenderer represents that they have read, acknowledge, understood, agree to, and will act in accordance with the terms set forth in this ITT, including the “Terms and Conditions of the Tender”, as may be modified from time to time, which can be found in Annex 2, Section 3.

## **Volume 2: Instructions to Tenderers and Evaluation Criteria**

### **1. Introduction:**

The goal of the MOBILIST Research and Policy platform (Project) is to build sustainable finance in emerging markets and developing countries at scale through research, communications, advocacy, and monitoring, evaluation, and learning. The platform looks to create the evidence base to help guide the growth of sustainable finance and direct finance towards where it is needed most: developing countries. The Services to be procured under this ITT are required for the Project's implementation as further explained under Volume 3 -Terms of Reference. The Project anticipates issuing a fixed price Subcontract for this work.

Tenderers are responsible for ensuring that their offers are received by Chemonics in accordance with the instructions, terms, and conditions described in this ITT.

### **2. Submission Procedure for Tenders:**

Tenderers shall submit their tenders electronically by the submission deadline and at the email address in Volume 1- Key Procurement Information. The Technical and the Commercial tender must be submitted separately, and the technical proposal must not have any references to cost information.

Electronic submission of the tender must not exceed 3 attachments (5 MB limit) per email compatible with MX Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft XP environment. Tenderers must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

The font size chosen for your tenders must not be less than Arial font size 10.

### **3. Eligibility Requirements**

- a. The Tenderer must be an organisation incorporated or legally organised under the laws of its place of business and must have proper licenses or registration to deliver the Commodities or Services in the Country of Performance.
- b. No commodities or services shall be eligible for payment if provided by a vendor included on any list of suspended, debarred, or ineligible bidders used by the United Kingdom or the United States Government.
- c. Any and all items that are made by Huawei Technology Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikivision Digital Technology Company, Dahua Technology Company will not be accepted. If tenders include items from these entities, please note that they will be deemed not technically responsive and excluded from competition.
- d. Tenderer must submit the self-declarations and representations included in Annex 1 and shall pass Chemonics due diligence process.

#### 4. **Evaluation and Award:**

An award will be made to the Tenderer whose proposal is determined to be responsive to this solicitation document and represents value for money to the Project.

In evaluating proposals, Chemonics will use the following evaluation criteria and sub-criteria:

<b>Technical Evaluation Criteria</b>	<b>Maximum Score</b>
<i>1. Technical Approach and Methodology:</i>  a. Technical know-how – Does the proposal clearly explain and respond to the objectives of the Project as stated in the Terms of Reference?  b. Approach and Methodology – Does the proposed approach and detailed activities and timeline fulfil the requirements of executing the Scope of Work effectively and efficiently?  c. Sector/ Market Knowledge – Does the proposal demonstrate the Offeror's sector and market knowledge as required by the SOW? This sector/market knowledge includes bonds, debts securitisation assets, green loan principles, expertise in investment asset classes.  d. Proposal Quality – Does the proposal demonstrate understanding of, and alignment with principles of Value for Money? Does the proposal meet or exceed the criteria for delivering excellent quality services with high value for money, as indicated in Annex 3  e. Knowledge Dissemination – Does the proposal articulate a compelling approach to knowledge transfer, including requisite networks and track record in deploying sustainability metrics, impact measurement, reporting, verification and audit processes/ procedures to influence finance and investment firms?	45
<i>2. Management, Key Personnel, and Staffing Plan (Team)</i> Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work? Is the proposal staffed with resources experienced in key sectors/areas including sustainable finance, green debts, guarantee funds, and ESMS?	20
<i>3. Corporate Capability:</i> a. Company background: Does the Tenderer have the corporate capabilities, technical and administrative capacity to perform the Work? b. Past performance: Does the company have a demonstrated track record of engaging with investment platforms or similar initiatives, experienced with sustainable finance labelling/tracking, green debts and bonds, global/relevant standards and practices that guide the development and issuance of sustainable bank loans, and driving the adoption of sustainable finance/ESMS standards and practices in the financial and investment sectors?	35
Total Technical score	100
<b>Commercial Criteria</b>	
<b>The commercial proposal (Price) will not be scored.</b> Cost/Price will primarily be evaluated for realism and reasonableness. If technical scores are determined to be nearly equal, the commercial proposal will become the determining selection factor. Chemonics will award a contract to the	N/A

Tenderer whose proposal represents value for money to Chemonics. Chemonics reserves the right to award to a higher priced Tenderer if a determination is made that the higher technical evaluation of that Tenderer merits the additional cost/price.	
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## **5. Tender details**

The following is the information required to be considered a responsive tender:

**5.1 Cover letter:** All tenders without exception must include a cover letter using Annex 1 as a basis. The cover letter includes the Subcontractor's declaration and must include all documentation necessary for Chemonics to do its due diligence process. The declaration must be signed by an authorised representative of the company. Chemonics reserves the right to request additional documentation as part of its due diligence.

### ***5.2 Technical Proposal***

The technical proposal shall comprise the following parts:

**Part 1: Technical Approach and Methodology.** This part shall be between 3 and 10 pages long but may not exceed 10 pages. The Tenderer shall describe the company's approach to performing the services as described in the Scope of Work in Section II. This may include but not limited to demonstrating how the tenderer will align with Value for Money, which are delineated within this document. The Technical Approach should also demonstrate how the tenderer will ensure that their deliverables present and engender improvements around review, monitoring, and verification of the allocation of proceeds within the sustainable asset-only tranche of The Platform.

**Part 2: Management, Key Personnel, and Staffing Plan.** This part shall be between 2 and 5 pages long but may not exceed 5 pages. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit.

Tenderers shall propose staff for the following key personnel positions necessary for the implementation of the scope of work:

- Technical Lead, who will be the single point of contact accountable for both timeliness and quality of the Tenderer's deliverables.
- Project Team, including an appropriate mix of sustainable/ESG and investment expertise to deliver the Scope of Work.

**Part 3: Corporate Capabilities and Past Performance.** This part shall be between 2 and 7 pages long but may not exceed 7 pages. This section must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Tenderers must include details demonstrating their experience and technical ability in implementing the proposed technical approach/methodology and the detailed work plan. Additionally, Tenderers must include 2 to 3 past performance references of similar work (under contracts, subcontracts or grants) previously implemented as well as contact information for the companies/donors for which such work was completed. Contact information must include at a minimum: name of point of contact who can speak to the Tenderer's performance, name and address of the company/donor for which the work was performed, and email and phone number of the point of contact.

Chemonics reserves the right to check additional references not provided by the Tenderer.

### *5.3 Commercial Proposal*

The commercial proposal is used to determine which proposals represent value for money and serves as a basis of negotiation before award of an agreement.

The price of the Agreement to be awarded will be all-inclusive price. No profit, taxes, or additional costs can be added after award therefore these costs must be included in the proposal budget. For the commercial proposal, Tenderers must provide a detailed budget showing major line items, i.e., Fees (Gross Daily Rates) and Expenses. The Gross daily rates for productive days included under Fees shall include personnel remuneration and benefits, overhead and profit/margin, if applicable. Expenses may include travel costs, monitoring and evaluation, supplies or equipment, insurance, VAT, etc.

All items, services, etc. must be clearly labelled and included in the total offered price. All cost information must be expressed in the currency in the Key Procurement Information in Volume 1.

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of a Tenderer's proposed cost.

Under no circumstances may cost information be included in the technical proposal.



## Volume 3. Terms of Reference

### 1. BACKGROUND

Mobilising Institutional Capital Through Listed Product Structures' (MOBILIST) is a flagship FCDO programme, recently supported by the Norwegian Agency for Development Cooperation (Norad), to mobilise large scale investment flows to emerging markets and developing countries (EMDCs) towards achieving the SDGs. It's overarching strategic objective is to address the SDG finance gap by targeting institutional capital and listed markets.

The MOBILIST programme has two pillars:

- A Product Platform which sources, selects and supports (S3 process) relevant financial institutions through the listing process with advisory and technical assistance
- A Research and Policy Platform with supports the EMDC sustainable finance ecosystem through research, monitoring evaluation and learning [MEL], and communications/advocacy.

The MOBILIST Research and Policy Platform (MPoP) is focused on identifying knowledge gaps, prioritising research requirements, and commissioning and disseminating evidence to enable capital flows into listed emerging frontier market (EM/FM) products. Additionally, MPoP is charged with providing MEL Technical Assistance (TA) to participants in the Product Platform's competition process.

These MEL TA services are intended to:

- Support the due diligence process and FCDO/investees' understanding of current ESG and impact measurement systems, as well as their alignment with FCDO and the programme's ToC
- Support investees<sup>1</sup> to improve development impact measurement systems, including for the purposes of FCDO MEL reviews, as well as for broader investor reporting and strategic positioning
- Support investees in improving ESG metrics, processes and systems, which is hoped can support both capital raising, risk mitigation and financial/social/environmental performance

Ultimately, the intention is for the MEL TA to enable investees' likelihood of success of listing and capital mobilisation in the medium term. Accordingly, the MEL TA services are required prior to listing of the investment products.

### 2. SCOPE OF WORK

The MOBILIST programme is in the process of evaluating technical assistance to be provided to an infrastructure debt securitisation platform that acquires predominantly brownfield project and infrastructure loans from financial institutions with the objective of distributing Infrastructure Asset Backed Securities (IABS) to institutional investors in the public markets. THE VEHICLE will issue several debt tranches in the form of bonds that will be listed on the Singapore Stock Exchange.

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<sup>1</sup> Investees refer to all entities that receive MOBILIST investment. Investees are participants in the MOBILIST's S3 process and originators of financial products that may benefit from MOBILIST investments.

THE VEHICLE is expected to consist of 25-30 project and infrastructure loans based in Asia-Pacific, the Middle East and the Americas, including the conventional power and water, renewable energy and transportation subsectors. The bulk of the portfolio is linked to gas-based transition assets and 30% of the portfolio of loans were made to green projects in ODA countries. An additional 10% will qualify as sustainable under THE VEHICLE'S sustainability framework.

MOBILIST's investment is linked to the Sustainability tranche exclusively tagged to Sustainable assets. External consultants provide a Second Party Opinion ('SPO') confirming that MOBILIST funds are 'tagged' to eligible ODA green loans.

The recommended technical assistance intervention is consultancy to clarify processes and policies around the review, monitoring, and verification of the allocation of proceeds within the sustainable asset-only MOBILIST investment tranche. Ensuring the appropriate allocation of proceeds is critical to MOBILIST participation and achieving impact through the mobilisation of additional investment and re-cycling of capital, the processes for review, monitoring, and verification of the allocation of proceeds specifically within the MOBILIST tranche need to be documented. This assistance would update THE VEHICLE'S existing policy, which has to date largely applied to an unrated equity tranche that has traditionally been fully retained by THE VEHICLE, to ensure the review, monitoring, and verification processes align with MOBILIST investment policies.

The target outcome of this consultancy would be a review of THE VEHICLE'S allocation of proceeds policy, and particularly in-depth recommendations for implementation by THE VEHICLE's management regarding the processes for review, monitoring, and verification of the allocation of proceeds specifically within the MOBILIST tranche. This outcome will be delivered in one deliverable which provides a gap analysis, a discussion of relevant standards and best practices and then consolidate recommendations into an initial guidance brief.

### **3. DELIVERABLES OR OUTPUTS DESCRIPTION**

#### **Deliverable No. 1: Interim report**

The engagement will be comprised of a 5-10 page document reviewing current procedures/processes in place, as well as identification of best or good practices for monitoring and verification within similar institutionally-backed infrastructure vehicles, based on industry norms and standards and/or external benchmarking, drawing upon either primary or secondary data and research

#### **Deliverable No. 2: Operational recommendations presentation**

The engagement will be comprised of an interactive presentation providing findings of a gap analysis regarding review, monitoring, and verification of the allocation of proceeds. In particular, the submission should outline key risks emerging from the current gaps and provide recommendations for policies, processes in regard to the MOBILIST tranche. The presentation slides will firstly be submitted in hard copy (2a) for initial comments. The virtual presentation will then be delivered to live stakeholders within the VEHICLE (2b), as well as within MOBILIST to identify potential caveats, exceptions or barriers to adoption in order to develop a final set of fit-for-purpose recommendations.

#### **Deliverable No.3: Final report**

The final deliverable will be comprised of a 5–10-page document outlining final processes for review, monitoring, and verification of the allocation of proceeds specifically within the MOBILIST tranche

#### 4. PRICING AND DELIVERABLE SCHEDULE

Chemonics will make each payment in accordance to and as described in the table below, after Vendor's/Subcontractor's completion and Chemonics acceptance of the corresponding deliverable as indicated.

Deliverable Number and Name	Deliverable price (excluding VAT)	Due date
1. Interim report	£6,000.00	January 29, 2024
2. Presentation, including submission of slide deck	£11,000.00	February 19, 2024
3. Final report	£8,000.00	March 08, 2024

Chemonics will pay invoices within thirty (30) calendar days after both a) Chemonics' approval of the Commodities or acceptance of Services, and b) Chemonics' receipt of a valid invoice.

#### 5. DUTY OF CARE

The Vendor/Subcontractor will be responsible for their own safety and well-being and Third Parties affected by the Vendor/Subcontractor's activities under any resulting Agreement, including appropriate security arrangements. The Vendor/Subcontractor will also be responsible for providing suitable security arrangements for their domestic and business property.

## MOBILIST Research and Policy Platform

### MOBILIST-RFP-006

#### Partner Selection Questionnaire

#### Potential Subcontractor Information and Exclusion Grounds: Part 1 and Part 2

This Partner Selection Questionnaire is a self-declaration, made by you (the Potential Subcontractor), that you do not meet any of the grounds for exclusion<sup>2</sup>. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation.

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. We require all subcontractors that we will rely on to meet the selection criteria set forth in the above-referenced Invitation to Tender to provide a completed Part 1 and Part 2.

If you seriously misrepresent any factual information in filling in the Partner Selection Questionnaire, and so induce Chemonics International Inc. to enter into a subcontract, you may be excluded from the procurement procedure and from partnering with Chemonics in the future. If a subcontract has been entered into, the subcontract may be terminated for default.

#### Part 1: Potential Subcontractor Information

Section 1.1		
Potential Subcontractor information		
Question number	Question	Response
1.1(a)	Full name of the Potential Subcontractor submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>2</sup>For the list of exclusion please see

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

Section 1.1		
Potential Subcontractor information		
Question number	Question	Response
		N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>3</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: <sup>4</sup> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. <sup>5</sup>  (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company:  - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)	

<sup>3</sup> See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>4</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

<sup>5</sup> Central Government contracting authorities shall use this information to have the PSC information for the preferred Subcontractor checked before award.

Section 1.1	Potential Subcontractor information	
Question number	Question	Response
	(Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company:  - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable)  (Please enter N/A if not applicable)	

Section 1.2	Contact details	
Question number	Question	Response
1.2(a)	Contact name	
1.2(b)	Name of organisation	
1.2(c)	Role in organisation	
1.2(d)	Phone number	
1.2(e)	E-mail address	
1.2(f)	Postal address	

## Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<b>Regulations 57(1) and (2)</b> The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">webpage</a> , which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">webpage</a> .	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 2		Grounds for mandatory exclusion
Question number	Question	Response
		If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<b>Regulation 57(3)</b> Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Section 3		Grounds for discretionary exclusion
Question number	Question	Response
3.1	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a> , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	

Section 3		Grounds for discretionary exclusion	
Question number	Question	Response	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2	
3.1(j)	Please answer the following statements		
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2	
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2	



Section 3			Grounds for discretionary exclusion		
Question number		Question		Response	
3.1(j) - (iii)		The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.		Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2	
3.1(j)-(iv)		The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.			
3.2		If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)			

[letter headed notepaper]  
**Subcontractor Declaration**

To: Chemonics International Inc.

Date: **[Date]**

I confirm that:

- We have agreed in principle with Chemonics International Inc., to deliver the following elements of the service described in their tender:
  - **Consultancy support on review of an Infrastructure Debt Securitisation Platform's allocation of proceeds policy, and particularly in-depth recommendations for implementation by The Platform's management regarding the processes for review, monitoring, and verification of the allocation of proceeds specifically within the MOBILIST tranche.**
- I have read and understood the specification for the elements of provision, which my organisation will deliver.
- I have agreed in principle with the terms of delivery for this provision and am content that reasonable and appropriate price and payment terms will be negotiated and agreed for delivery of these services at the Invitation to Tender stage.
- The agreement in principle allows for my organisation to implement the appropriate level of planning and investment to deliver the service.
- The agreement made is consistent with the general principles set out in the DFID Code of Conduct.

In relation to personnel nominated to work on this project, my organisation confirms that:

- All personnel will be available to provide the required services for the duration of the subcontract.
- If nominating a member of the Foreign, Commonwealth and Development Office (FCDO) staff who is in service, or on leave of absence, or has been a staff member of FCDO within the past 2 years, the individual shall obtain prior written agreement from FCDO's Human Resources Department. A copy of this agreement must be provided to Chemonics International Inc.
- If nominating an ex-UK Crown Servant who has left the service within the past 2 years, my organisation shall provide to Chemonics International Inc. a letter from their Crown Service employer granting permission for them to undertake the services.

I declare that:

- To the best of my knowledge the answers submitted, and information contained in this document are correct and accurate.
- Upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that:

- The information contained in this document will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.
- Chemonics International Inc. may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

By attaching this declaration, my organisation will be deemed to agree to their contents.

Signature: \_\_\_\_\_

**[Person signing this declaration should be authorised to sign contractual agreements on behalf of their organisation ]**

Name:	
Title:	
Name of Organisation	

## **Annex 2 - Chemonics Tendering Conditions:**

The following Ethical and Business Conduct requirements, Definitions and Terms form a material part of the ITT.

### **Section .1 Ethical and Business Conduct Requirements**

Chemonics is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. Chemonics expects suppliers to comply with our Standards of Business Conduct, available at <https://www.chemonics.com/our-approach/standards-business-conduct/> and the FCDO Supplier Code of Conduct available at: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/926545/Supply-Partner-Code-of-Conduct-FCDO-oct20.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/926545/Supply-Partner-Code-of-Conduct-FCDO-oct20.pdf).

Chemonics does not tolerate fraud, collusion among Tenderers, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to Chemonics' Client.

Tenderers will ensure they comply with all applicable laws and regulations in force of the country in which the Tenderers is registered and the country where the services are to be wholly or partially performed, including, but not limited to tax laws, environmental, legal and social obligations, anti-corruption laws, anti-bribery laws and anti-terrorism laws. The Tenderers also represents that neither it, nor to the best of its knowledge any of its personnel, servants or agents or any person acting on its behalf, have at any time prior to and during the term of this proposal appeared on the Home Office Proscribed Terrorist Organisations List and/or the Consolidated United Nations Security Council Sanctions List.

The Tenderers must certify that the Tenderers, or its principals, is not debarred, suspended, or proposed for debarment or declared ineligible for award by any UK department or agency or by the U.S. OFAC (Office of Foreign Assets Control List) of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>.

Chemonics takes a zero-tolerance approach towards human trafficking consistent with the United Kingdom Government's anti-trafficking and safeguarding efforts guided by Safeguarding Vulnerable Groups Act 2006. The Tenderers shall therefore comply with, all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.

The Tenderers warrants that at the time of submitting this proposal they are not aware of any present or future matter that may give rise to any real or perceived conflict of interest with this proposal and/or the Project. If a real or perceived conflict of interest arise, the Tenderers will notify Chemonics immediately in writing.

Employees and agents of Chemonics are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to Chemonics' Client. In addition, Chemonics will inform its Client of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value, or compensation to obtain business.

Please contact the Point of Contact or Chemonics Office of Business Conduct listed in the Key Procurement Information with any questions or concerns regarding the above information or to report any potential violations.

## Section 2. ITT Definitions

The following definitions apply to Chemonics invitations to tender as applicable:

- a. "Agreement" refers to a contract that will be executed as a result of this tendering process between Chemonics (Buyer) and the selected Tenderer (Seller). It can be a Subcontract, or a Vendor Agreement as defined below.
- b. "Anticipated date of award" is the date that Chemonics expects to sign the Agreement with the Vendor/Subcontractor.
- c. "Anticipated date of mobilisation" is the date Chemonics expects the Vendor/Subcontractor to commence work.
- d. "Authority or Chemonics Client" means an entity that has contracted Chemonics to implement the Project referenced on the cover page.
- e. "Chemonics" acting as the "Buyer" means Chemonics Group UK Ltd. or a branch or subsidiary implementing the Project.
- f. "Commodities" means the supplies or items set out in Volume 3 and such other items as the parties may agree in writing from time to time to be delivered by the Vendor/Subcontractor.
- g. "Country of Performance" means the country(ies), identified in the Key Procurement Information, where the Services are rendered and/or Commodities will be used.
- h. "Eligible Vendor/Subcontractor" means an entity that complies with the ITT eligibility requirements and that has passed Chemonics due diligence process.
- i. "FCDO" means Foreign Commonwealth & Development Office and includes any successor departments of the U.K. Government.
- j. "Framework agreement or Blanket Purchase Agreement (BPA)" is a draw-down or umbrella type agreement that establishes the pricing, terms, and conditions for the as-needed purchases. This agreement allows the Project to issue specific purchase orders, on an as-needed basis, for the procurement of Commodities/Services over the Period of Performance. Chemonics is only obligated to pay for Commodities/Services ordered through purchase orders issued under this agreement and delivered by the Vendor in accordance with the terms & conditions. All unit prices included in the Tender must remain fixed for the initial Period of Performance of the Framework.
- k. "In-Person Presentations" means an invitation for the best ranked Tenderers to present their proposed technical proposal.
- l. "ITT Clarifications" is the opportunity Tenderers have to ask questions on the ITT. Questions or clarifications shall only be sent to the Point of Contact and no later than the date and time specified in the Key Procurement Information. To ensure equity, responses will be notified to all Tenderers (where deemed appropriate by Chemonics) without disclosure of the initiator. Only written answers from Chemonics will be considered official and carry weight in the tendering process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Chemonics or any other party, will not be considered official responses regarding this ITT.
- m. "ITT Conference day" means a conference set prior to the Submission deadline where Tenderers are invited to discuss the conditions of the ITT and the Terms of Reference.
- n. "Legal Services Agreement or LSA" constitutes a contract issued to provide legal advice for Project implementation on an as-needed basis.
- o. "Maximum Budget" is the maximum amount available or authorised for the total procurement. Tenders are expected to be below this amount unless specified in the ITT.

- p. "Plug Figure" is an amount of money that the Project expects to be budgeted or reflected in the proposed budget. i.e., travel costs for £25,000 or a programmatic audit for £5,000.
- q. "Proposal validity" means a period, expressed in calendar days, in which proposed prices must remain valid after the ITT deadline. If an evaluation process is delayed, Chemonics reserves the right to request extension of the offer validity period.
- r. "Project" is the project that Chemonics is engaged to deliver pursuant to the provisions of the Prime Contract.
- s. "Purchase Order or PO" constitutes an agreement issued which includes a description of the Commodities and/or Services and the Schedule of Prices stipulated for the individual order.
- t. "Services" means the services set out in Volume 3 to be delivered by the Vendor/ Subcontractor.
- u. "Subcontract" means a contractual agreement for services or facilities which *are material* for the provision of services under the head contract with the Authority.
- v. "Subcontractor" means the entity selected by Chemonics to supply the Commodities and/or Services under a Subcontract resulting from this ITT.
- w. "Time and Materials Vendor Services Agreement or VSA" constitutes a contract issued which includes a description of the Services and the Workdays being Ordered. The Schedule of Prices is expressed in Time (Gross daily rates) and Materials (expenses).
- x. "Transportation Services Agreement or TSA" constitutes a contract issued to provide transportation (car plus driver) for Project implementation.
- y. "Tenderer" means the entity submitting a tender or bidding under this ITT.
- z. "U.K." means the United Kingdom including its provinces, states and territories.
- aa. "U.S." or "United States" means the United States of America, including any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- bb. "Value for Money or VfM" is defined as the "optimum combination of whole-life cost and quality to meet requirements in a fully transparent manner". The concept of VfM also includes the "4 E".
  - i. Economy: ensuring how teams will gather up-to-date information on cost drivers to deliver the most economical approach.
  - ii. Efficiency: project learning exercises reflect operational lessons to improve efficiency of the delivery strategy.
  - iii. Effectiveness: present Key Performance Indicators (KPI) and project indicators that show how the project is achieving results.
  - iv. Equity: how the project is addressing gender equality, disability, and leaving no one behind.
- cc. "Vendor" means the entity selected by Chemonics to supply the Commodities and/or Services under a vendor agreement resulting from this ITT. Examples of vendor agreements are PO, VSA, TSA, LSA as defined herein.
- dd. "Vendor Agreement" means a contractual agreement for ancillary services or commodities which *are not material* for the provision of services under the head contract.

### Section 3. Terms and Conditions of the Tender

The following terms and Conditions apply to this ITT

- a) This is an invitation to tender (ITT) only. Issuance of this ITT does not in any way obligate Chemonics, the Project, or Chemonics Client to make an award or nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals. \*
- b) Chemonics may cancel this ITT at any time.
- c) Late tenders may be considered at the discretion of Chemonics.
- d) Chemonics reserves the right to reject any and all offers, if such action is considered to be in the best interest of Chemonics.
- e) If there are significant deficiencies regarding responsiveness to the requirements of this ITT, a tender may be deemed “non-responsive” and thereby disqualified from consideration. Chemonics reserves the right to waive immaterial deficiencies at its discretion.
- f) Complaints/Appeals: The Tenderer agrees that any complaint or appeal hereunder must be presented—in writing with full explanations—to the Point of Contact in the Key Procurement Information in Volume 1 for consideration. Chemonics, at its sole discretion, will make a final decision on the complaints/appeals for this procurement. By submitting a Tender hereunder, the Tenderer understands that the Authority/Chemonics Client is not a party to this solicitation and will not entertain appeals from Vendors/Subcontractors. \*
- g) Tenders must provide their best offer. It is anticipated that award will be made solely based on these original offers. However, Chemonics reserves the right to conduct negotiations with and/or request clarifications from any Tenderer prior to award.
- h) The Agreement issued by Chemonics will contain provisions required by the Authority and will be subject to Chemonics’ standard terms and conditions. A copy of the full terms and conditions is attached separately to this RfP.
- i) An Agreement resulting from this ITT will only be issued to the entity submitting the tender in response to this ITT; payments for Commodities or Services provided under such will not be issued to a third party. \*
- j) For Framework agreements only: Any award resulting from this ITT will be in the form of a Framework Agreement (FA). The Project anticipates issuing a FA (or multiple FAs) under which specific purchase orders can be issued—on a demand driven basis—at the pricing levels established in the FA. When the need arises for the commodities/services described in the FA, the Project will issue a purchase order to the FA-holder. If there are multiple FA-holders as a result of this ITT, the purchase order will be issued to the FA-holder that presents value for money for that specific order, based on price and delivery time.
- k) Tenders are encouraged to view [Chemonics Data Privacy Policies](#) to see how we process your personal data. \*

**Annex 3 - Example Firm Fixed Price Subcontract Template (Terms and Clauses)**

*Separate attachment*