



REQUEST FOR PROPOSAL

Professional service of a Lead Transaction Advisor for the issuance of City of Mwanza's Municipal Revenue Bond

RFP No.: 52443

Project: Municipal Revenue Bond Issuance in Tanzania

Country: Tanzania

Issued on: 4 January 2019

Contents

SECTION 1. LETTER OF INVITATION.....	4
SECTION 2. INSTRUCTION TO BIDDERS	5
A. GENERAL PROVISIONS	5
1. Introduction	5
2. Fraud & Corruption, Gifts and Hospitality.....	5
3. Eligibility.....	5
4. Conflict of Interests.....	6
B. PREPARATION OF PROPOSALS	6
5. General Considerations.....	6
6. Cost of Preparation of Proposal.....	6
7. Language	6
8. Documents Comprising the Proposal.....	7
9. Documents Establishing the Eligibility and Qualifications of the Bidder.....	7
10. Technical Proposal Format and Content.....	7
11. Financial Proposals	7
12. Proposal Security	7
13. Currencies.....	8
14. Joint Venture, Consortium or Association	8
15. Only One Proposal	9
16. Proposal Validity Period.....	9
17. Extension of Proposal Validity Period	9
18. Clarification of Proposal.....	9
19. Amendment of Proposals	10
20. Alternative Proposals.....	10
21. Pre-Bid Conference	10
C. SUBMISSION AND OPENING OF PROPOSALS	10
22. Submission	10
23. Deadline for Submission of Proposals and Late Proposals.....	11
24. Withdrawal, Substitution, and Modification of Proposals	12
25. Proposal Opening.....	12
D. EVALUATION OF PROPOSALS	12
26. Confidentiality.....	12
27. Evaluation of Proposals.....	12
28. Preliminary Examination	12
29. Evaluation of Eligibility and Qualification	13
30. Evaluation of Technical and Financial Proposals.....	13
31. Due Diligence	14
32. Clarification of Proposals	14
33. Responsiveness of Proposal	14
34. Nonconformities, Reparable Errors and Omissions	14
E. AWARD OF CONTRACT.....	15
35. Right to Accept, Reject, Any or All Proposals.....	15
36. Award Criteria	15
37. Debriefing	15
38. Right to Vary Requirements at the Time of Award	15
39. Contract Signature	15
40. Contract Type and General Terms and Conditions	15
41. Performance Security	16
42. Bank Guarantee for Advanced Payment.....	16
43. Liquidated Damages	16
44. Payment Provisions.....	16
45. Vendor Protest.....	16
46. Other Provisions	16
SECTION 3. BID DATA SHEET.....	17

SECTION 4. EVALUATION CRITERIA	20
SECTION 5. TERMS OF REFERENCE	24
SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST	31
FORM A: TECHNICAL PROPOSAL SUBMISSION FORM	32
FORM B: BIDDER INFORMATION FORM.....	33
FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM	34
FORM D: QUALIFICATION FORM	35
FORM E: FORMAT OF TECHNICAL PROPOSAL	38
FORM F: FINANCIAL PROPOSAL SUBMISSION FORM.....	41
FORM G: FINANCIAL PROPOSAL FORM	42
FORM H: FORM OF PROPOSAL SECURITY	44

Section 1. Letter of Invitation

The United Nations Capital Development Fund (UNCDF) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

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

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form

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

Please acknowledge receipt of this RFP by sending an email to Uncdf.procurement@uncdf.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in e-Tendering system, where applicable. This will enable you to receive amendments or updates to the RFP. 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.

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

Issued by:

Approved by:



Name: Peter Malika

Title:

Date: **December 28, 2018**



Name: Jaffer Machano

Title: Municipal Finance Advisor

Date: **January 4, 2019**

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 UNCDF. This RFP is conducted in accordance with the UNCDF Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.UNCDF.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d
	1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNCDF. UNCDF is under no obligation to award a contract to any Bidder as a result of this RFP.
	1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2. Fraud & Corruption, Gifts and Hospitality	2.1 UNCDF strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNCDF vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNCDF's Anti-Fraud Policy can be found at http://www.UNCDF.org/content/UNCDF/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti
	2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNCDF staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
	2.3 In pursuance of this policy, UNCDF (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNCDF contract.
	2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf
3. Eligibility	3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNCDF whether they are subject to any sanction or temporary suspension imposed by these organizations.
	3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNCDF.

4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNCDF to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNCDF. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNCDF, and seek UNCDF's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNCDF staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNCDF'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.</p>
PREPARATION OF PROPOSALS	
5. General Considerations	<p>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.</p> <p>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 UNCDF.</p>
6. Cost of Preparation of Proposal	<p>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. UNCDF shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNCDF, shall be written in the language (s) specified in the BDS.</p>

8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> c) Documents Establishing the Eligibility and Qualifications of the Bidder; d) Technical Proposal; e) Financial Proposal; f) Proposal Security, if required by BDS; g) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNCDF's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNCDF, and at no expense to UNCDF</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNCDF. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>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.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNCDF, UNCDF shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNCDF, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p>

	<p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNCDF has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNCDF may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNCDF will convert the currency quoted in the Proposal into the UNCDF preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNCDF selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNCDF shall reserve the right to award the contract in the currency of UNCDF's preference, using the conversion method specified above.</p>
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the 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 UNCDF and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNCDF.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNCDF.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts</p>

	<p>themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>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.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>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 UNCDF and rendered non-responsive.</p> <p>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.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNCDF 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.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>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 a UNCDF staff member, UNCDF shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNCDF will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNCDF shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the</p>

	part of UNCDF to extend the submission date of the Proposals, unless UNCDF deems that such an extension is justified and necessary.
19. Amendment of Proposals	<p>19.1 At any time prior to the deadline of Proposal submission, UNCDF 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.</p> <p>19.2 If the amendment is substantial, UNCDF may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20. Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNCDF shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNCDF reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21. Pre-Bid Conference	<p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. 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.</p>
SUBMISSION AND OPENING OF PROPOSALS	
22. Submission	<p>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.</p> <p>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.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNCDF General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>g) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>h) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed</p>

	<p>individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall:</p> <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNCDF as specified in the BDS iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS. <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNCDF shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>Email Submission</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> 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 different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNCDF. UNCDF will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected. <p>eTendering submission</p> <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> 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 and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNCDF. UNCDF will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.UNCDF.org/content/UNCDF/en/home/operations/procurement/business/procurement-notices/resources/
23. Deadline for	23.1 Complete Proposals must be received by UNCDF in the manner, and no later

Submission of Proposals and Late Proposals	<p>than the date and time, specified in the BDS. UNCDF shall only recognize the date and time that the bid was received by UNCDF</p> <p>23.2 UNCDF shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. Withdrawal, Substitution, and Modification of Proposals	<p>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.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNCDF, 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"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNCDF shall open the Proposals in the presence of an ad-hoc committee formed by UNCDF, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
EVALUATION OF PROPOSALS	
26. Confidentiality	<p>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.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNCDF in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNCDF's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNCDF's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNCDF will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ul style="list-style-type: none"> i) Preliminary Examination j) Minimum Eligibility and Qualification (if pre-qualification is not done) k) Evaluation of Technical Proposals l) Evaluation of Financial Proposals
28. Preliminary	<p>28.1 UNCDF shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents</p>

Examination	have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNCDF reserves the right to reject any Proposal at this stage.
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNCDF's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) 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; d) They are able to comply fully with UNCDF General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical and Financial Proposals	<p>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, UNCDF 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.</p> <p>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 and e-tendering submissions, UNCDF will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>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.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> </div>

	<p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p>
31. Due Diligence	<p>31.1 UNCDF 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:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; 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; 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; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNCDF may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNCDF may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNCDF'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 UNCDF in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNCDF, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNCDF'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.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNCDF and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNCDF may waive any non-conformities or omissions in the Proposal that, in the opinion of UNCDF, do not constitute a material deviation.</p> <p>34.2 UNCDF may request the Bidder to submit the necessary information or</p>

	<p>documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNCDF shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNCDF there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>34.4 If the Bidder does not accept the correction of errors made by UNCDF, its Proposal shall be rejected.</p>
AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Proposals	<p>35.1 UNCDF reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNCDF's action. UNCDF shall not be obliged to award the contract to the lowest priced offer.</p>
36. Award Criteria	<p>36.1 Prior to expiration of the proposal validity, UNCDF shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.</p>
37. Debriefing	<p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNCDF. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNCDF procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.</p>
38. Right to Vary Requirements at the Time of Award	<p>38.1 At the time of award of Contract, UNCDF 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.</p>
39. Contract Signature	<p>39.1 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 UNCDF. 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, UNCDF may award the Contract to the Second Ranked Bidder or call for new Proposals.</p>
40. Contract Type and General Terms and Conditions	<p>40.1 The types of Contract to be signed and the applicable UNCDF Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.UNCDF.org/content/UNCDF/en/home/procurement/business/ho</p>

	w-we-buy.html
41. Performance Security	<p>41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.UNCDF.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNCDF POPP DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNCDF shall be a condition for rendering the contract effective.</p>
42. Bank Guarantee for Advanced Payment	<p>42.1 Except when the interests of UNCDF so require, it is UNCDF's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.UNCDF.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNCDF POPP DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=default</p>
43. Liquidated Damages	<p>43.1 If specified in BDS, UNCDF shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.</p>
44. Payment Provisions	<p>44.1 Payment will be made only upon UNCDF's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNCDF with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.</p>
45. Vendor Protest	<p>45.1 UNCDF's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNCDF vendor protest procedures: http://www.UNCDF.org/content/UNCDF/en/home/operations/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNCDF shall be entitled to same lower price. The UNCDF General Terms and Conditions shall have precedence.</p> <p>46.2 UNCDF is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNCDF General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referrer</p>

Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will not be conducted
5	10	Proposal Validity Period	90 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Allowed up to a maximum of 10% of contract value
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Not Required
10	18	Currency of Proposal	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	January 25, 2019

12	31	Contact Details for submitting clarifications/questions	Focal Person in UNCDF: Stella Lyatuu E-mail address: uncdf.procurement@uncdf.org and copy to stella.lyatuu@uncdf.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the website http://procurement-notice.undp.org/
14	23	Deadline for Submission	01 February 2019 – 2 PM (GMT+3) East Africa Time
14	22	Allowable Manner of Submitting Proposals	Submission by email
15	22	Proposal Submission Address	Uncdf.procurement@uncdf.org
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for technical proposal <u>must</u> not be provided to UNCDF until the date as indicated in No. 14 (<i>for email submission only</i>) ▪ Password for financial proposal <u>must</u> not be provided to UNCDF until requested by UNCDF ▪ Max. File Size per transmission: 35 MB <ul style="list-style-type: none"> ▪ Mandatory subject of email: <i>RFP/ UNCDF/ 52443 – Municipal Revenue Bond Issuance in Tanzania</i> ▪ Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission:
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p>
18		Expected date for commencement of Contract	<i>March 1, 2019</i>
19		Maximum expected duration of contract	Six (6) months starting from March 2019. UNCDF may in writing to the successful applicant extend the six (6) month contract at its discretion

20	35	UNCDF will award the contract to:	One Proposer Only
21	39	Type of Contract	Contract for Goods and Services on behalf of UN Entities http://www.UNCDF.org/content/UNCDF/en/home/procurement/business/how-we-buy.html
22	39	UNCDF Contract Terms and Conditions that will apply	UNCDF General Terms and Conditions for Mixed Goods and Services http://www.UNCDF.org/content/UNCDF/en/home/procurement/business/how-we-buy.html
23		Other Information Related to the RFP	

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.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
	Minimum 5 years of relevant experience.	Form D: Qualification Form

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

Previous Experience	<i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Any additional criteria if required	

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	400
3.	Management Structure and Key Personnel	300
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation of the task <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support/ composition of the selected team - project financing capacity - project management controls - indication of the ability to underwrite the bond issue 	90
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	15
1.4	Quality assurance procedures, warranty	25
1.5	Firm's offerings and technical capabilities to drive the issuance Relevance of: <ul style="list-style-type: none"> - Specialised Knowledge in infrastructure financing (financial/bond structuring or PPP) - Experience on Similar transactions (in the past 5 years) - Experience on Projects in East or Southern Africa - Work for UNCDF/ major multilateral/ or bilateral programmes 	120
Total Section 1		300

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	To what degree does the Proposer understand the task and its requirements?	30
2.2	Have the important aspects of the task been addressed in sufficient detail? (Compliance with bid conditions)	25
2.3	Are the different components of the project adequately weighted relative to one another?	20
2.4	Is the proposal based on a survey of the current domestic market environment and was this data input properly used in the preparation of the proposal?	55
2.5	Is the conceptual framework adopted appropriate for the task?	65
2.6	Is the work plan detailed with relevant milestones and timelines? Is the scope of task well defined and does it correspond to the TOR?	120
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project (i.e. successful Municipal bond issuance?	85
Total Section 2		400

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Lead Advisor/Task Manager	
General Qualifications		140
Suitability for the Project		
	- International Experience on similar transaction	25
	- Experience in conducting capacity building	20
	- Professional Experience in the area of specialisation	45
	- Knowledge of the domestic market	30
	- Language Qualifications	20
3.2	Senior Experts	120
General Qualifications		
Suitability for the Project		
	- International Experience on similar transaction	15
	- Training Experience	15
	- Professional Experience in the area of specialisation	45
	- Knowledge of the domestic market	25
	- Language Qualifications	20
3.3	Junior Experts	

General Qualifications			40
Suitability for the Project			
	- International Experience on similar transaction	5	
	- Training Experience	5	
	- Professional Experience in the area of specialisation	10	
	- Knowledge of the domestic market	10	
	- Language Qualifications	10	
Total Section 3			300

Criteria for Selecting the Best Offer

Offers received will be evaluated using a Combined Scoring method, where technical proposal (qualification and methodology) will be weighted 70% and combined with the price offer (financial proposal) which will be weighted at 30%.

Section 5. Terms of Reference

Municipal Revenue Bond Issuance in Tanzania

A. Project Description

General Background

United Nations Capital Development Fund (UNCDF) is the UN's capital investment agency for the world's 47 least developed countries (LDCs). With its capital mandate and instruments, UNCDF offers "last mile" finance models that unlock public and private resources, especially at the domestic level, to reduce poverty and support local economic development.

In order to address one of the most binding constraints Cities face, that is the lack of sustainable sources of long-term financial resources to invest in urban infrastructure and services; UNCDF designed an approach called Municipal Investment Financing (MIF) to increase the ability of Local Governments and other sub-sovereign entities to address key urbanization challenges through access to sustainable sources of capital financing, one being Municipal bond issuance. This aims to leverage the resources of governments to mobilize public and private capital investment, while transitioning local government finances from traditional pure grant funding to a broadened mix of financial sources, to be able to address their local challenges.

In Tanzania, UNCDF supports the government initiatives in implementing the national Five-Year Development Plan (FYDP II of 2016-2021) which indicate Local revenue development bond as one of the sources of finance for implementation of Local Government projects. Through this, UNCDF collaborates with the President Office, Regional Administration and Local Government (PO-RALG) to pilot Municipal bond issuance in Cities of Mwanza, Tanga and Arusha and Municipality of Illemela. In the first phase, City of Mwanza (the Issuer) is planning to issue a revenue bond to finance their profit-making infrastructure projects.

Objectives of the assignment

The objective of this proposal is to appoint a Lead Transaction Advisor (LTA) or arranger to facilitate the processes leading to the issuance of a Tanzanian Shilling (TZS) denominated long-term revenue bond for City of Mwanza to finance incoming generating infrastructure projects as detailed below. This task will be completed in consultation with UNCDF, the City of Mwanza and other relevant government agencies.

The Transaction

The issuer intends to set up an Special Purpose Vehicle (SPV)/project company to issue a long-term TZS denominated bond (The "Revenue Bond" / "Corporate bond" or the "Bond") on the back of a portfolio of income generating infrastructure projects to be managed by the SPV.

Key terms of the proposed bond issuance are highlighted below

Type of Bond	Municipal revenue bond in TZS; all payments in respect of the issue will be made in TZS
Issuer	SPV owned by Mwanza City Council
Issue Size	Estimated range of TZS 20 - 40billion (to be confirmed)
Purpose	The proceeds will be allocated to finance a portfolio of 5-7 Municipal infrastructure projects (summary to be provided in due course) in accordance with the existing laws and authorizations by the required institutions.
Security	The issuance is partly secured by UNCDF and USAID
Tenor	10 to 12 years, depending on the market conditions.

Repayment	Bullet repayment on date of Maturity
Interest Payable	Semi-annually

B. Scope of Services, Expected Outputs and Target Completion

Scope of work

The selected Lead Transaction Advisor/Arranger shall be required to provide the following services:

1. Advising and guiding Mwanza City Council management on the overall revenue bond issuance. In addition, lead the revenue bond transaction process on behalf of Mwanza City Council to completion. In doing this, the Lead TA shall ensure compliance with all regulatory requirements in connection with the public issue in Tanzania
2. Submitting a work plan to Mwanza City Council Management and UNCDF indicating key activities, milestones and dates leading up to Municipal revenue bond issuance
3. Transaction structuring and documentation:
 - a. Provide guidance on the issue size and pricing before structuring based on the current market conditions
 - b. Financial structuring and design of the bond (revenue bond through SPV), including the preferred method and timing of the bond sale
 - c. In coordination with UNCDF, advise on the credit enhancement structure and pricing to improve credit worthiness of the transaction
 - d. Prepare the prospectus, update any missing information in the Information Memorandum and provide the legal opinion in respect of the bond issuance including delivering the Offering Memorandum to potential investors. This step will include the CMSA approval of the prospectus.
 - e. Provide tax opinion and tax advice on the bond structure
 - f. Preparation of legal documents (contracts), and complete all stipulated requirements and formalities of regulatory/ statutory authorities
 - g. Arrange for and manage the printing of all documents necessary for the issue, including the marketing materials
 - h. Assist the bond issuer to secure all regulatory approvals and other authorization or compliances from the Capital Market and Securities Authority (CMSA), President Office Regional Administration and Local Government (PO-RALG) and Ministry of Finance and Planning (MOFP), including exemptions wherever necessary
 - i. Participate in discussions and present the bond structure to various stakeholders (local and national government, bond guarantor etc.)
4. Develop the SPV's debt policy and a system for project management both during the construction period of the projects and the operations of the assets, debt management, risk management and reporting of credit risk
5. Draw up strategies for transaction offering, conduct market sounding and engaging with banks, investors and other lenders.
 - a. Prepare, conduct and oversee investors road show and public awareness campaigns to generate interest and market the offering amongst prospective investors;
 - b. Prepare investors presentations and other bond marketing materials for the media/public as required
 - c. Arrange and hold meetings with the key investors, facilitate communication about the growth potential of Mwanza City, articulate the key marketing themes and positioning of the issuer, collect feedback from the investors and analyze the same;
 - d. Address all the queries raised by the prospective investors relating to the issue.

6. Working and coordinating with various intermediaries in case external/additional services is required to assist in the execution of the assignment. The LTA shall manage the syndication process to ensure the success of the offering.
7. Conduct knowledge transfer and capacity building on Municipal bond issues to key stakeholders such as City of Mwanza and relevant government institutions (PO-RALG, MOFP, Mwanza Regional Office etc.)
8. Ensuring the financial close of the transaction
 - a. Facilitate the book building process and provide any additional services incidental to and necessary for the successful launch of the issue
 - b. Conduct Initial Public Offering (IPO) of the bond and ensure proper management and reporting of the investor's subscription and allocation
 - c. Official Dar es Salaam Stock Exchange (DSE) Listing
 - d. Facilitate the settlement of the revenue bond issued
9. Throughout the transaction, the LTA shall involve the City of Mwanza and ensure transfer of knowledge/skills on Municipal bond preparation/process to appropriate staff to be selected.
10. Assist Mwanza City in negotiation with the respective banker in case of additional products and services to be procured for the post issuance management
11. Provide regular updates to UNCDF and the Mwanza City contact persons on the progress to ensure the outcomes and recommendations of this assignment is in line with expectations. The LTA will keep UNCDF updated on a weekly basis of the Mwanza revenue bond issuance process. The weekly summary updates will be submitted every Friday.
12. The above scope of work is indicative, so any other work that may be required for successful issuance of Mwanza City Municipal bond will form part of the scope of work/services of the transaction advisor.

Expected Outputs/deliverables

It is expected that the Lead TA will deliver the following:

1. An inception report with a framework plan for undertaking the assignment will be submitted to UNCDF and Mwanza City Council a month after signing of the contract. This should include but not limited to:
 - a. A detailed work plan clearly identifying activities, deliverables and completion dates
 - b. A proposed methodology and approach to be used to deliver the above scope of work
 - c. A plan to ensure compliance with all applicable regulatory requirements in connection with the public issue in Tanzania.
 - d. Proposals for all the other workstream required to successfully execute the transaction including the associated costs and deliverables per workstream
 - e. A market analysis and benchmarking of the potential inaugural issue
 - f. A risk matrix with appropriate mitigation strategies
 - g. Comparison on various issuance mechanisms and recommendation of the most appropriate method for the issue
2. A report on the final credit enhancement structure
3. Report on an optimal structure of the bond, size, terms, rationale and the price guidance based on the project's cost and current market indicators
 - a. Include a bond pricing calculator

4. Systems (policies, processes, procedures, guidelines etc.) to guide the operations of the SPV. This includes but not limited to:
 - a. A debt policy; a framework for debt management, risk management, operational workflows and reporting of credit risk on a continuous basis during the life time of the bond
 - b. Project management guideline (including monitoring) to ensure project sustainability
 - c. Guideline on human resource management (includes skills required to manage the SPV pre and post issuance)
 - d. Proposed resource plan for pre and post issuance
 - e. Overall financial management system including Revenue management systems and ring-fencing mechanisms for the SPV, budget management, cost controls etc.
 - f. A documentation, records and communication system for pre and post issuance and monitoring and reporting tools
5. A Prospectus/Information Memorandum approved by CMSA for Municipal bond issuance through SPV (including tax advice/opinion, legal and financial opinion)
6. Legal documents required including bond purchase contract/agreement and design of the receipt and bond holder's certificate to be signed by the issuer
7. Stakeholder engagement plan and distribution strategy to ensure successful issuance
 - a. A report on the optimal strategy for bond marketing and engagement with all stakeholders, including types of prospective investors expected to purchase the bond and other participants for successful issue.
 - b. Marketing plan for the issuance
 - c. Investors presentations and other bond marketing materials for the media/public as required
 - d. A report on Investors road shows and public awareness campaigns (meetings, presentations, workshops, etc.)
 - e. Report on the timeous query resolution
8. Report on capacity building and knowledge transferred to respective stakeholders (both technical and political teams of Mwanza City, PO-RALG, MOFP, Mwanza Regional Office etc.)
9. Approval letter from DSE to list Mwanza Municipal bond in the stock exchange
10. A report on a successful Initial Public Offering (IPO) conducted and subsequent allocation to investors
11. Overall report documenting the whole issuance process including lessons learnt, challenges, success factors, foreseen post issuance support needed by the SPV and general recommendations for future Municipal bond issuance in Tanzania etc.

F. Institutional Arrangement

- The Lead TA will work under the direct supervision of the UNCDF technical team in Tanzania, led by the Chief Technical Advisor in collaboration with the Mwanza City Director
- All outputs shall be subject to written final acceptance by the Chief Technical Advisor of UNCDF and

subsequent authorization to disburse the payment.

- In the course of performing this assignment, the LTA is expected to meet and hold discussions with key stakeholders involved in the Municipal bond issuance process (Mwanza City, Mwanza Regional Office, PO-RALG, MOFP, CMSA, DSE, guarantors and prospective investors).
- The UNCDF will facilitate contacts information and introduction of the LTA to respective stakeholders

C. Duration of the Work

The duration of the assignment is expected to be six (6) months starting from March 2019. Since this is a tight schedule, UNCDF shall make every effort to review, approve and certify outputs submitted within a reasonable time from receipt, or otherwise advise the LTA of its non-acceptance.

D. Location of Work

This advisory service will involve travelling to Mwanza City to collect relevant information regarding the bond issuance, capacity building as per the TOR, as well as presentations of some deliverables (e.g. the bond structure, prospectus) to the issuer and other stakeholders.

E. Qualifications of the Successful Lead Technical Advisor at Various Levels

The lead transaction advisor must have successfully led or arranged a placement of at least one new issue of a security with investors.

Required Skills and Experience:

- Demonstrate understanding of the Tanzanian law (with a specific focus on commercial, borrowing, CMSA Act, DSE regulations and contract law)
- Experience in providing legal services and issuing opinions for bond issuance – including but not limited to drafting and negotiate agreements
- Tax Advisory capabilities and issuing of opinions for an SPV
- Ability, knowledge and experience in formulating policies to guide operations of the issuer/SPV post issuance or a company
- Demonstrate Project Management Capabilities for transaction of a similar nature
- At least 5 years of experience in financial advisory, analysis and structuring experience of similar transaction (municipal or corporate bond)
- Demonstrate stakeholder relations and investor relations management capabilities
- Project finance experience through financial close, particularly for municipal / urban infrastructure projects;
- Relevant qualification and experience of individuals to be assigned to drive the issue (knowledge and skills on project/development finance, project management, infrastructure financing, capital investments, public private partnerships, risk management etc). At least 3 years of experience in the mentioned areas.
- Demonstrated knowledge of local political, economic, legal or other issues that may affect the proposed financing.
- Demonstrated understanding of the domestic market
- Demonstrated experience in providing technical development finance related solution to LGAs in Tanzania
- Demonstrated experience in public finance management or local government project development, structuring, risk mitigation, and financing
- Experience in working with International development finance institutions

- Licensed by the Capital Market Securities Authority (CMSA) and a member admitted by the Dar es Salaam Stock Exchange

Functional and corporate competencies:

- Proven ability to manage complex tasks and to deliver quality products on time
- Ability to generate innovative and practical solutions to challenging situations.
- Ability to take initiative and work independently
- Ability to demonstrate understanding of client's perspective
- Ability to keep clients informed of problems or delays in the provision of services

G. Scope of Proposal Price and Schedule of Payments

This contract will be based on the success fee agreed, which should be **all inclusive**. The applicant is expected to include any key factors that could affect the pricing, either positively or negatively. In this financial proposal:

- Bidders should provide an itemized breakdown of the expenses they estimate would be incurred in connection with the bond issuance, including advisory/success fee, all legal fees, auditors' fees, costs of printing, any registration or listing fees, roadshow expenses, and all other out-of-pocket expenses. Identify the party expected to bear each expense item.
- The expenses regarding each of the intermediary/partners may be quoted on lump sum basis inclusive of all expenses
- For every fee proposed, please describe any condition attached (if any)

Payments will be made to the LTA based on deliverables/output as per the payment terms described below, and after submission of invoices to UNCDF. All outputs shall be subject to written final acceptance by the Chief Technical Advisor of UNCDF and subsequent authorization to disburse the payment.

Payment schedule:

% of overall cost	Expected date of completion	Milestones
10%	After acceptance of inception report	Signing of contract by UNCDF and the successful bidder; and acceptance by UNCDF of an inception report submitted by LTA with detailed plan for successful issuance as per TOR
15%	1.5 month after start of project	Review, approval and acceptance by UNCDF of the following documents to be submitted by the LTA (<i>not necessarily a single submission</i>): <ol style="list-style-type: none"> 1. A report on the final credit enhancement structure 2. Report on the final optimal structure of the bond, terms, rationale and the price guidance as per the TOR 3. Final policies, systems and management guidelines to guide the operations of the SPV (e.g. debt policy, project management guide, debt and risk management policy, record keeping & reporting framework, financial management guide etc)

20%	3.5 months after start of project	Review, approval and acceptance by UNCDF of the following documents to be submitted by the LTA (<i>not necessarily a single submission</i>): 1. Prospectus/Information Memorandum approved by Mwanza City, PO-RALG/MOF and CMSA 2. Legal documents required including bond purchase contract 3. Report and minutes of any Stakeholders meeting conducted for discussion/presentation of the above documents 4. Stakeholders engagement plan and distribution strategy to ensure successful issuance
20%	4.5 months after start of project	Review, approval and acceptance by UNCDF of the following documents to be submitted by the LTA (<i>not necessarily a single submission</i>): 1. Investors presentations and other bond marketing materials for the media/public as required 2. A report on a successful Investors road shows, engagements and public awareness campaigns (including corresponding minutes of the meetings, presentations, workshops, media coverage etc.) 3. Report on capacity building and knowledge transferred sessions to respective stakeholders
25%	6 months after start of project	Review, approval and acceptance by UNCDF of the following documents to be submitted by the LTA (<i>not necessarily a single submission</i>): 1. Approval letter from DSE to list Mwanza Municipal bond in the stock exchange 2. A report on a successful Initial Public Offering (IPO) conducted, 100% bond subscription and subsequent full allocation to investors 3. Overall report documenting the whole issuance process as per TOR up to IPO, before trading in secondary market
10%		1. Official DSE listing of Mwanza Municipal bond 2. Update final report of the issuance process including listing in the domestic market (DSE)

H. Recommended Presentation of Proposal

- Proposals shall follow the format described in the respective technical and financial submission forms. All other required documentations shall be attached with the forms in a manner that is easy to follow and refer.
- Bidders are advised to also include an executive summary of their proposal (not exceeding 2 pages) identifying and substantiating the basis of their contention as the best qualified firm to provide the requested services.

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	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

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

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

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 a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- 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 UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

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 UNCDF.

We offer to provide services in conformity with the Bidding documents, including the UNCDF General Conditions of Contract and in accordance with the Terms of Reference

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 UNCDF 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 Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNCDF vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNCDF vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNCDF may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP 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	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail 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 RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
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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 UNCDF for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ 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

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (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 UNCDF.

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

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

☐ 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	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			

Current Ratio			
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☐ 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

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 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements 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 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

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

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

SECTION 3: Management Structure and Key Personnel

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

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [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.

Currency of the proposal: USD

Table 1: Summary of Overall Prices

	Amount(s) in USD
Financial proposal for training providing services	
Professional Fees (from Table 2) Honorarium for team leader	
Professional Fees (from Table 2) Honorarium for team members	
Other Costs (from Table 3)	
Total Amount of Financial Proposal VAT 0%	
Financial proposal for field phase detailed per country/ per region	
Transportation:	
Accommodation	
Interpretation	
Written translation:	
Etc	

Total final and all-inclusive price quotation (VAT 0%)	
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Table 2: Breakdown of Professional Fees

Name	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		<i>A</i>	<i>B</i>	<i>C=A+B</i>
In-Country				
Home Based				
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			
Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	Time (person days)	Professional Fees	Other Costs	Total
Deliverable 1				
Deliverable 2				
Deliverable 3				
.....				

Form H: Form of Proposal Security

**Proposal Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNCDF

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNCDF dated [Click here to enter a date](#) to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNCDF has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNCDF's variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNCDF may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]