

Invitation to Tender (ITT)

Background and Integrity Checks Panel

1 July 2019

The Private Infrastructure Development Group

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**For:** PIDG Background and Integrity Checks Panel

**Date:** 01/07/2019

### 1 Overview of the Private Infrastructure Development Group (the “Customer Organisation”)

The Private Infrastructure Development Group (“PIDG”) encourages and mobilises private sector investment in infrastructure in the frontier markets of sub-Saharan Africa and South and South-East Asia, with a particular focus on poor and fragile countries. PIDG develops innovative solutions to help promote economic development and combat poverty. PIDG is an organisation that supports infrastructure development in the world’s poorer countries through a variety of companies including the Emerging Africa Infrastructure Fund (“EAIF”), GuarantCo Limited (“GuarantCo”), InfraCo Africa Limited (“InfraCo Africa”), InfraCo Asia Developments PTE Ltd (“InfraCo Asia”), The Private Infrastructure Development Group Limited (“PIDG Ltd”) and the Technical Assistance Fund (“TAF”, together the “PIDG Companies”).

Further information about PIDG and the PIDG Companies can be found at <https://www.pidg.org>.

PIDG is funded by The Secretary of State for International Development of the Government of the United Kingdom of Great Britain and Northern Ireland, The Swedish Government acting through the Swedish International Development Co-operation Agency, The Swiss State Secretariat for Economic Affairs of the Government of the Confederation of Switzerland, The Government of the Netherlands represented by the Directorate for International Cooperation – the Netherlands Minister for Foreign Trade and Development Co-operation of Ministry of Foreign Affairs Netherlands, The World Bank Group represented by International Finance Corporation, The Government of Australia represented by the Department of Foreign Affairs and Trade, KfW and The Norwegian Ministry of Foreign Affairs through the Department of Economic Relations and Development, Section for Economic and Commercial Affairs.

As a government funded body, PIDG voluntarily complies with European Public procurement rules, and reserves the right to adapt the process in a non-material way.

PIDG Ltd is seeking proposals on behalf of the PIDG Companies in respect of the appointment of a panel of companies to provide background and integrity reports, as outlined more fully in this document.

PIDG and the PIDG Companies operate in over 40 countries globally across various sectors including agri-infrastructure, capital market development, communications, energy, housing, industrial infrastructure, transport and water, sewerage and sanitation.



EAIF provides long-term debt on commercial terms to private sector companies building or expanding infrastructure in Africa. EAIF is managed by Investec Asset Management (“IAM”). EAIF is based in the UK and IAM is based in Guernsey. IAM manages the investment process for EAIF including due diligence.



GuarantCo was established to help address and overcome existing constraints in the supply of local financing to infrastructure projects and to help the development of local financial markets in both sub-Saharan Africa and South and South-East Asia. GuarantCo is commercially managed by GuarantCo Management Company Limited (“GMC”). GuarantCo has offices in the UK, Kenya and Singapore. GMC manages the investment process for GuarantCo including due diligence.



InfraCo Africa seeks to fund and develop infrastructure projects in sectors or geographies where the private sector would not otherwise invest/develop. InfraCo Africa’s support reduces the risks and costs associated with early stage project development, taking projects from concept to financeable investment opportunity. InfraCo Africa offices in the UK, Kenya and a presence in Senegal.



InfraCo Asia provides responsible leadership in bridging the infrastructure gap that can't be met by government or development bank funding at the early stage of project development. Through its project development and financing expertise, InfraCo Asia provides a catalyst for the private sector to invest in sustainable infrastructure projects in South and South East Asia. InfraCo Asia has an office in Singapore.



PIDG Ltd's primary purpose is to oversee the activities of, and provide centralised resources (where appropriate) to, the PIDG Companies. PIDG Ltd has offices in the UK and Kenya.



TAF supports the other PIDG Companies by providing support to project development and enabling transactions, improving the affordability and/or impact of projects through Viability Gap Funding (VGF), transaction advisory services and piloting new programmatic initiatives.

InfraCo Africa and InfraCo Asia have appointed outsourced developers (the “**Developers**”) who provide development services in relation to projects. The Developers originate and develop projects on behalf of InfraCo Africa and InfraCo Asia.

## 2 Introduction and Background to the Project / Programme

2.1 The PIDG Companies have a duty to take all appropriate measures to prevent and combat fraud and corruption, money-laundering, the financing of terrorism, ensuring that funding from PIDG is used for the purposes for which it was deployed and ensuring compliance with applicable legislation and regulations.

Generally, PIDG Companies commission two types of background and integrity reports:

- (i) as part of its recruitment process, PIDG Companies undertake pre-employment screening on their senior hires. The aim of these reports is to uncover any issue which would impact the decision whether to offer the candidate a position; and
- (ii) as part of the customer due diligence process on projects, PIDG Companies commission a number of background and integrity reports each year. The aim of these reports is to uncover any issues which would impact the decision to invest in a project. The number of reports per year varies between the PIDG Companies.

PIDG is looking to appoint a panel of companies for each area (see below) to provide background and integrity reports for a period of 12 months (the “**Relevant Period**”) with an option to renew the agreement for 3 extensions for a further 12-month period. The background and integrity reports may be commissioned by any one or more PIDG Companies. PIDG Companies will be able to share the background and integrity reports with other PIDG Companies.

This exercise will be divided into the following lots (you are invited to bid for one or more of these lots):

1. pre-employment screening Panel;
2. the Africa Panel (in respect of projects based in Africa); and
3. the Asia/Levant Panel (in respect of projects based in Asia and the Levant).

2.2 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of the Customer Organisation and the procurement process for submitting a tender proposal.

## 3 Tender Conditions and Contractual Requirements

This section of the ITT sets out the Customer Organisation's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process (“**Procurement Process**”).

### 3.1 Contracting requirements

3.1.1 The contracting authority is the Customer Organisation, which includes any subsidiary companies and other organisations that control or are controlled by the Customer Organisation from time to time.

3.1.2 The Customer Organisation's contracting and commercial approach in respect of the required goods and/or services is set out at Annex 1 (*Terms and Conditions of contract*) ("**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

3.1.3 The Contract awarded will be for a duration of 12 months with an option for up to 3 extensions for an additional 12 months each (to a maximum duration of 48 months).

3.1.4 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following receipt of such clarification requests, the Customer Organisation may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

3.1.5 The Customer Organisation is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline. Any proposed amendments that are received from a potential supplier as part of its tender response shall entitle the Customer Organisation to reject that tender response and to disqualify that potential supplier from this Procurement Process.

### **3.2 General Policy Requirements**

By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Customer Organisation policies relevant to the goods and/or services being supplied. Relevant policies can be found on the PIDG website ([https://www.pidg.org/resources/?filter\\_cat=operating-policies-and-procedures](https://www.pidg.org/resources/?filter_cat=operating-policies-and-procedures)) and are updated from time to time.

### **3.3 General tender conditions ("Tender Conditions")**

3.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of, and strictly in accordance with, the requirements of this ITT.

3.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the Customer Organisation carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by the Customer Organisation for such purposes.

3.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the Customer Organisation will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Customer Organisation.

3.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the Customer Organisation promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

3.3.5 Amendments to the ITT – At any time prior to the Tender Response Deadline, the Customer Organisation may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of the Customer Organisation, be extended. Your tender response must comply with any amendment made by the Customer Organisation in accordance with this paragraph 3.3.5 or it may be rejected.

3.3.6 Compliance of tender response submission – Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the Customer Organisation’s requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the Customer Organisation as part of this Procurement Process.

3.3.7 Format of tender response submission – Tender responses must comprise the relevant documents specified by the Customer Organisation completed in all areas and in the format as detailed by the Customer Organisation in Annex 2 (*Supplier Response*). Any documents requested by the Customer Organisation must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.

3.3.8 Modifications to tender response documents once submitted – You may modify your tender response prior to the Tender Response Deadline by giving written notice to the Customer Organisation. Any modification should be clear and submitted as a complete new tender response in accordance with Annex 2 (*Supplier Response*) and these Tender Conditions.

3.3.9 Rejection of tender responses or other documents – A tender response or any other document requested by the Customer Organisation may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections or changes to the format of the tender documentation provided;
- contains hand written amendments which have not been initialled by the authorised signatory;
- does not reflect and confirm full and unconditional compliance with all of the documents issued by the Customer Organisation forming part of the ITT;
- contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the Customer Organisation in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT;
- contains information which is inconsistent with answers already given in the pre-qualification questionnaire completed as part of this Procurement Process or;
- is received after the Tender Response Deadline.

3.3.10 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the Customer Organisation to reject a tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process;
- to fix or set the price for goods or services;
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
- to collude in any other way;
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
- to obtain information from any of the employees, agents or advisors of the Customer Organisation concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,

the Customer Organisation shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process you accept that the Customer Organisation shall have no liability to a disqualified potential supplier in these circumstances.

3.3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a

tender response, that you will not be entitled to claim from the Customer Organisation any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

3.3.12 Rights to cancel or vary this Procurement Process – By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the Customer Organisation is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but the Customer Organisation reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Subject to the “Liability” Tender Condition below, the Customer Organisation will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

3.3.13 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.

3.3.14 Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of the Customer Organisation in relation to fraud or in other circumstances where the Customer Organisation’s liability may not be limited under any applicable law.

#### **4. Confidentiality and Information Governance**

4.1 All information supplied to you by the Customer Organisation, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the Customer Organisation has given express written consent to the relevant communication.

4.3 This ITT and its accompanying documents shall remain the property of the Customer Organisation and must be returned on demand.

4.4 The Customer Organisation reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Customer Organisation. The Customer Organisation further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the Customer Organisation in accordance with such rights reserved by it under this paragraph.

4.5 You should be aware of the Customer Organisation’s obligations and responsibilities to disclose information held by the Customer Organisation under the PIDG Operating Policies and Procedures. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Customer Organisation.

4.6 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part 2 of Annex 2 (*Supplier Response*), you must provide clear and specific detail as to:

- the precise elements which are considered confidential and/or commercially sensitive;
- why you consider an exemption under the FOIA or EIR would apply; and
- the estimated length of time during which the exemption will apply.

4.7 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process, you agree that the Customer Organisation should not and will not be bound by any such markings.

4.8 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Customer Organisation accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the Customer Organisation, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the Customer Organisation on the basis that it may be disclosed under the Disclosure Obligations if the Customer Organisation considers that it is required to do so and/or may be used by the Customer Organisation in accordance with the provisions provision of this ITT.

4.9 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the Customer Organisation’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the Customer Organisation’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

## 5. Tender Validity

Your tender response must remain open for acceptance by the Customer Organisation for a period of ninety days from the Tender Response Deadline. A tender response not valid for this period may be rejected by the Customer Organisation.

## 6. Payment and Invoicing

The Customer Organisation will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Customer Organisation must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the Customer Organisation include:

- A description of the good/services supplied is included;
- Any Customer Organisation’s reference number/Purchase Order number is included; and
- It must be addressed to the relevant PIDG Company.

## 7. Specification

The following sections provide additional information on the panel groups.

### A. Pre-employment screening Panel

#### Content of Reports

These will primarily be a desktop review with limited in-country source inquiries, save as required to provide the information required pursuant to the scope of work.

- Professional and personal background inquiries;
- Verification of qualifications (where possible) and experience;
- Political exposure;
- Regulatory and compliance checks against international sanctions watchlists;
- General reputational issues which would impact the decision to appoint the candidate;
- Details of any anti-bribery/corruption or ethical issues (past or present) with which the candidate has/may have been involved;

- Details of any legal proceedings (past or present) relating to the candidate including civil, felony, misdemeanour and multi-jurisdictional criminal record checks;
- Details of other directorships of the candidate;
- Searches of the candidate against public registers;
- A report as to the suitability of the candidate to be appointed;
- Would there be a reputational risk for in appointing the candidate?; and
- Is there any other reason why the candidate should not be appointed?

There may be additional specific questions for some reports.

### Countries

Across the PIDG, personnel are currently based in the following countries (note that candidates may be based in other jurisdictions and PIDG may open new offices):

- UK
- Kenya
- Singapore
- Senegal

### Timing

Please note that we typically require a report two weeks from appointment for review and comment by the relevant PIDG Company, before the report is finalised shortly thereafter.

## **B. Africa Panel and Asia/Levant Panels**

### Content of Reports

The scope of work would involve conducting human contact and desktop searches in respect of the following issues:

- reputational issues (past and present);
- legal proceedings (past and present) including civil, felony, misdemeanour and multi-jurisdictional criminal record checks;
- fraud, bribery, corruption or money-laundering allegations/issues (past and present). This includes a brief profile of the commercial footprint and overall reputation in the market place of each company's key principals, with a focus on any negative allegations that they have been involved in. Please also include if any payments have been made to government officials for any aspect of the business;
- ethical issues (past and present);
- source of wealth;
- regulatory and compliance checks against international sanctions watchlists;
- independent confirmation of the registration status, management, and ownership structure of each of the companies. This includes whether any of the companies have unnamed or hidden beneficial owners;
- If any of the subjects (or any of their directors/shareholders) have any political connections or party affiliations which we should be made aware of? If any of these individuals politically exposed persons?;
- How did the subject come to acquire any licences required, including any Business License the company is required to operate? We want to be sure that the licence/permit was obtained legitimately (and without allegations of bribery/corruption);
- Whether any of the subjects have made any political or charitable donations/contributions;

- Whether any of the subjects have any financial difficulties of which we should be made aware, e.g. significant debts; and
- If there is any other reason why we should not invest in the project?

There may be additional project specific questions for some reports.

### Countries

Pursuant to its Investment Policy, PIDG will operate predominantly in lower income countries as listed in the DAC List of ODC recipients. PIDG also invests in fragile and conflict-affected countries.

Please see Annex 4 (*List of Eligible Countries/Fragile and Conflict-Affect States – Africa*) and Annex 5 (*List of Eligible Countries/Fragile and Conflict-Affect States – Asia/Levant*) for the list of eligible countries for the Africa and Asia/Levant panels (“**Eligible Countries**”).

### Timing of reports

Please note that we typically require a report addressing the points mentioned above by no later than three weeks from appointment, with a preliminary report provided two weeks from appointment.

## **8. Mandatory Requirements / Constraints**

As part of your tender response, you must confirm that you meet the mandatory requirements / constraints, if any, as set out in the Customer Organisation’s specification forming part of this ITT. A failure to comply with one or more mandatory requirements or constraints shall entitle the Customer Organisation to reject a tender response in full.

## **9. Timescales**

Subject to any changes notified to potential suppliers by the Customer Organisation in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

<b>Event</b>	<b>Date</b>
ITT Published	01/07/2019
Close date for Clarification Questions	12/07/2019
Return of ITTs	31/07/2019
Internal Review and Scoring R1	09/08/2019
Presentations (w/c) & final decisions	12/08/2019
Award letters	23/08/2019
Alcatel ends	02/09/2019
Contract Effective	03/09/2019

## **10 Instructions for Responding**

10.1 The documents that must be submitted to form your tender response are listed at Part 2 of Annex 2 (Supplier Response) to this ITT. All documents required as part of your tender response should be submitted to Samantha Meen, InfraCo Africa Senior Compliance and Risk Officer ([smeen@infracoafrica.com](mailto:smeen@infracoafrica.com)) who is coordinating the process on behalf of PIDG by the Tender Response Deadline, as set out in the Timescales section of this ITT.

10.2 The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by the Customer Organisation;
- Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the Customer Organisation;
- Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the Customer Organisation);
- All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates;
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response;
- Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant Customer Organisation requirement with your response to that requirement inserted underneath;
- Where supporting evidence is requested as ‘or equivalent’ – you must demonstrate such equivalence as part of your tender response;
- Any deliberate alteration of a Customer Organisation requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement;
- Responses should be concise, unambiguous, and should directly address the requirement stated; and
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

## 11 Clarification Requests

11.1 All clarification requests should be submitted to Samantha Meen, InfraCo Africa Senior Compliance and Risk Officer ([smeen@infracoafrica.com](mailto:smeen@infracoafrica.com)) who is coordinating the process on behalf of PIDG by the Clarification Deadline, as set out in the Timescales section of this ITT. The Customer Organisation is under no obligation to respond to clarification requests received after the Clarification Deadline.

11.2 Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

11.3 The Customer Organisation reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the Customer Organisation considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the Customer Organisation responding to all potential suppliers.

11.4 The Customer Organisation may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to the Customer Organisation by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

## 12 Evaluation Criteria

12.1 You will have your tender response evaluated as set out below:

**Stage 1:** Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tenders responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.



**Stage 2:** If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to the Customer Organisation's requirements evaluated in accordance with the evaluation methodology set out below.

12.2 Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantages tender using the following criteria and weightings and will be assessed entirely on your response submitted:

<u>Element</u>	<u>Weighting</u>
<p><b>Previous relevant experience;</b> Extent of experience/resourcing in Eligible Countries. Please rate your experience/resourcing in each Eligible Country as low, medium or high (including an approximate number of reports you have carried out in each country). Note that a bidder who does not have experience/resourcing in all Eligible Countries may still be appointed in respect of the Eligible Countries in which they have experience.</p>	25%
<p><b>Quality</b> Describe the quality control procedures you follow to ensure the accuracy of your reporting.</p>	10%
<p><b>Reports</b> An example report (see list from the RFP).</p>	25%
<p><b>A fee quote showing the capped fee quote for each report.</b> Note that this would be the final amount for each report provided in the Relevant Period, subject to any variations agreed. We note that this will be a panel appointment. Please can you therefore confirm the fee discount. Please specify indexation (if any). To assist with our evaluation of your fees for each report, please can you complete the following table (giving a single figure rather than a range, if possible), which will give an indication of fees for a project in each Eligible Country based upon the number of Primary Subject Companies, principals within such companies and partner companies (i.e. those with which a PIDG Company would be associated but not providing any funding to).</p>	25%
<p><b>Exercise</b> Please see the pricing scenario.</p>	15%

<u>Points</u>	<u>Interpretation</u>
5	<p><b>Excellent</b> – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas evidence requested in the level of detail requested. This, therefore, is a detailed excellent response that meets all aspects of the requirement leaving no ambiguity as to whether the bidder can meet the requirement.</p>
4	<p><b>Good</b> – Overall the response demonstrates that the bidder meets all areas of the requirement and provides all of the areas of evidence requested but contains some trivial omissions in relation to the level of detail requested in terms of either the response or the evidence. This, therefore, is a good response that meets all aspects of the requirement with only a trivial level ambiguity due the bidder's failure to provide all information at the level of detail requested.</p>

3	<b>Adequate</b> – Overall the response demonstrates that the bidder meets all areas of the requirement, but not all of the areas of evidence requested have been provided. This, therefore, is an adequate response, but with some limited ambiguity as to whether the bidder can meet the requirement due to the bidder’s failure to provide all of the evidence requested.
2	<b>Minimal</b> – The response demonstrates that the bidder meets the requirement in a majority of areas. There is ambiguity as to whether the bidder can meet all of the requirements due to the failure by the bidder to show that it meets one or more areas of the requirement.
1	<b>Poor</b> – The response does not demonstrate that the bidder meets the requirement in one or more areas. This, therefore, is a poor response with significant ambiguity as to whether the bidder can meet the requirement due to the failure by the bidder to show that it meets one or more areas of the requirement.
0	<b>Unacceptable</b> – The response is non-compliant with the requirements of the ITT and/or no response has been provided.

12.3 Commercial Evaluation – Your “Overall Price” (as calculated in accordance with requirements of Annex 3 (*Pricing Approach*) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the Customer Organisation as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the Customer Organisation as part of the pricing approach, the Customer Organisation may reject the full tender response at this point. The Customer Organisation may also reject any tender response where the Overall Price for the goods and/or services is considered by the Customer Organisation to be abnormally low following the relevant processes set out under the EU procurement rules. A maximum offer score will be awarded to the tender response offering the lowest “Overall Price”. Other tender responses will be awarded a mark by application of the following formula: (Lowest Overall Price/Overall Price being evaluated) x 10 (rounded to two decimal places) = commercial score.

12.4 Moderation and application of weightings – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of the overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

12.5 The winning tender response – The winning tender responses shall be the tender responses scoring the highest percentage scores out of 100 when applying the above evaluation methodology. It is expected that each lot shall have 2-3 suppliers appointed to it.

## Annexes

### **Annex 1 - Terms and Conditions of Contract**

*Please include your terms and conditions with your response. Candidates may be contacted during the evaluation to discuss amendments and clarifications to terms and conditions if necessary.*

### **Annex 2 – Supplier Response**

*See separate document.*

### **Annex 3 – Pricing Approach**

*Please submit pricing in British Pounds (GBP), using the table within the Response Document alongside any additional supporting commentary or documentation required.*

### **Annex 4 – List of Eligible Countries/Fragile and Conflict-Affect States – Africa**

#### **Eligible Countries for years 2018 – 2020**

Algeria	Eswatini	Namibia
Angola	Ethiopia	Niger
Benin	Gambia	Nigeria
Botswana	Gabon	Rwanda
Burkina Faso	Ghana	São Tomé and Príncipe
Burundi	Guinea	Senegal
Cameroon	Kenya	Seychelles
Cape Verde	Guinea-Bissau	Sierra Leone
Central African Republic	Lesotho	Somalia
Chad	Liberia	South Africa
Comoros	Libya	South Sudan
Congo, Dem Rep	Madagascar	Sudan
Congo, Rep	Malawi	Tanzania
Côte d'Ivoire	Mali	Togo
Djibouti	Mauritania	Tunisia
Egypt	Mauritius	Uganda
Equatorial Guinea	Morocco	Zambia
Eritrea	Mozambique	Zimbabwe

### **Annex 5 – List of Eligible Countries/Fragile and Conflict-Affect States – Asia/Levant**

#### **Eligible Countries for years 2018 – 2020**

Afghanistan	Jordan	Philippines
Armenia	Kazakhstan	Sri Lanka
Bangladesh	Kyrgyzstan	Syrian Arab Republic
Bhutan	Laos	Tajikistan
Cambodia	Lebanon	Timor-Leste
China	Malaysia	Thailand
Democratic People's Republic of Korea	Mongolia	Turkmenistan
India	Myanmar	Uzbekistan

Iran	Nepal	Vietnam
Iraq	Pakistan	Yemen
Indonesia	Palestine	

