

[Implementing Authority]¹

REQUEST FOR PROPOSAL (RFP)

FOR []² PROJECT

in [Location]³

[DATE]

NOTE:

This RFP has been prepared as a simplified, standardized version of a “normal” RFP for PPPs. It provides a simplified treatment of most matters and some matters are not dealt with at all. The aim is to ensure the document is as understandable and easy to use as possible while retaining the essential elements of an RFP for a PPP.

Specific project and legal due diligence should be carried out and the document adjusted to reflect the actual Project and the law applicable to the Project.

Sections and paragraphs starting with NOTE plus the footnotes contain guidance and instructions for the use of the document. They should be read, acted on and then deleted from the final version.

Explanatory material is available in a separate document.

¹ Insert name of the Implementing Authority

² Insert name of the Project

³ Insert location of the Project

NOTE:

This Standard Request for Proposal (RFP) is intended for use by an Implementing Authority in qualifying Applicants who express an interest in entering a Public Private Partnership projects. The RFP applies competitive bidding procedures where the financial and technical capacity are of primary importance. It includes:

1. An Introduction;
2. Instruction for Preparation of Bids;
3. Documents;
4. The Evaluation of Bids; and
5. Information Forms attached as Schedules for the Implementing Authority and Applicants to complete.

Introduction

This Section clearly spells out the Implementing Authority's purpose for issuing the RFP and includes a brief description of the Project.

No changes should be made to the wording of this Section. Information relating to a particular Project should be entered by the Implementing Authority at Schedule 1.

Instruction for Preparation of Bids

This Section provides the Instruction to Bidders that will apply for this RFP. It provides relevant information to help Bidders understand the bidding process, terms for bidding, change in consortium, data room, pre-bid conference among others.

Documents

This Section provides for the documents to be provided by the Applicants. It also includes any clarification and amendment that may be sought from the Implementing Authority.

Evaluation of Bids

This Section contains the criteria that must be applied by the Implementing Authority for the short-listing of bidders including the opening of the bids, evaluation of the legal, technical and financial bids, selection of successful bidder and issuing of letter of award among others.

Care should be taken when preparing the RFP to ensure the evaluation criteria are clear and explicit and that they refer to the needs and characteristics of the PPP Project.

Schedules

This section contains Project specific information to be completed by the Bidder. The information includes, Application Letter for the Bid, Power of Attorney, Consortium Agreement, draft PPP Agreement, Bank Guarantee and Anti-Collusion Agreement among others.

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DISCLAIMER

The information contained in this Request for Proposal (**RFP**) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Implementing Authority or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Implementing Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their Bid pursuant to the Bidding Documents which collectively refer to this RFP (Volume 1) and the Draft PPP Agreement (Volume 2). In addition, the Implementing Authority has provided access to prospective Bidders to information in the Data Room, including this RFP. This RFP and the Data Room include statements, which reflect various assumptions and assessments arrived at by the Implementing Authority in relation to the PPP Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The information contained in the Bidding Documents may not be appropriate for all persons, and it is not possible for the Implementing Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Bidding Documents and the information in the Data Room and obtain independent advice from appropriate sources.

Information provided in the Bidding Documents and the Data Room to the Bidders is on a wide range of matters, some of which depends upon interpretation of the Applicable Law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the Applicable Law. None of the Implementing Authority its employees or advisors accepts any responsibility for the accuracy or otherwise for any interpretation or opinion on the Applicable Law expressed herein.

The Implementing Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Bidding Documents and the Data Room or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bidding Documents and the Data Room and any assessment, assumption, statement or information contained therein or deemed to form part of the Bidding Documents and the Data Room or arising in any way by participating in this Bidding Process.

The Implementing Authority its employees or advisors also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Implementing Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issuance of this RFP does not imply that the Implementing Authority is bound to select a Bidder or to appoint the Successful Bidder for the Project and the Implementing Authority reserves the right to reject all or any of the Bidders or Bids or otherwise discontinue the process without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Implementing Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Implementing Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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1. Definitions and Interpretation

Addendum or **Addenda** means addendum or addenda to the RFP.

Agreement Period means the period during which the Operator shall undertake the PPP Project in accordance with the PPP Agreement.

Applicable Law means the laws and any other legal instruments having the force of law in Zanzibar and includes, but not limited to, any applicable statute, regulation, by-law, rules, circular, any licence, consent, permit, authorisation or other approval issued by any Authority which has appropriate jurisdiction.

Associate means, in relation to a Bidder or a Member, a Person who Controls, or is controlled by, or is under the common Control of such Bidder or Member.

Bid means a proposal submitted by a Bidder for the Project.

Bidder means an interested party or Consortium which submits a Bid to the Implementing Authority in accordance with the provisions of the RFP.

Bidding Company means a single entity submitting a Bid pursuant to the RFP.

Bidding Documents means the RFP (Volume 1), the draft PPP Agreement (Volume 2), any Addenda or clarification issued by the Implementing Authority in accordance with the terms of this RFP and any other documents provided by the Implementing Authority pursuant to this RFP, as such documents may be modified, altered, amended and clarified from time to time by the Implementing Authority.

Bidding Process means the bidding process being followed by the Implementing Authority to award the Project to the Successful Bidder, the terms of which are set out in this RFP.

Bid Security means an amount equivalent to TZS [AMOUNT]⁴ to be provided by a Bidder as security for its Bid as per Clause 27.

Bid Submission Deadline means the date specified in Clause 6.1 as the last date for submission of Bids.

Clause means a clause of this RFP.

Conflict of Interest has the meaning given to it in Clause 7.12.

Consortium means any combination of Persons that have formed a consortium or association by fulfilling the requirements set out in this RFP, for the purpose of submitting a Bid and for implementing the Project, if such consortium or association is declared as the Successful Bidder.

Consortium Agreement means the binding agreement to be executed between Consortium Members in the form set out in Schedule 6.

⁴ The amount of Bid Security could be kept at ~ 0.15% - 0.25% of the project cost.

Control means, with respect to a Person which is a company or corporation, the ownership, directly or indirectly, of more than 50% of the voting shares of such Person, or the power to appoint majority of the directors on the board of directors of such company or corporation and/or the power to direct the management and policies of such Person by operation of law, agreement or otherwise and with respect to a Person which is not a company or corporation, the power to direct the management and policies of such person by operation of law, agreement or otherwise.

Data Room means a virtual data room providing certain information and documents relevant to the PPP Project, as described in Clause 11.

Evaluation Team means a group of a minimum of three members selected by the Implementing Authority and who are not members of the tender board, with relevant expertise, knowledge and skills on the subject matter, tasked with evaluating the submitted Bids according to the criteria provided in this RFP and Applicable Law.

Financial Bid means the financial bid to be submitted by a Bidder for the development and implementation of the Project as prescribed in Clause 19.5.

Financial close means the date on which the Financing Documents provided for funding by the Lenders have become effective and the Operator has immediate access to such funding under the Financing Documents. Such date is indicated in Clause 6.

Financing Documents means the documents executed by the Operator in respect of financial assistance to be provided by the lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Project.

Financial Model means a model required in different stages of PPP life-cycle. This model is required to understand whether the project is viable. More details are provided in Annex 3 of Financial Templates Section means that part of the Data Room which contains a copy of the Financial Model to be utilised by Bidders together with the financial assumptions to be used by Bidders when compiling their bids.

Government means the Revolutionary Government of Zanzibar.

Implementing Authority means the [name of the Implementing Authority]

Implementing Authority's Requirements means those requirements set out in the Bidding Documents in relation to the design, construction, testing, commissioning and completion of the New Facilities and the operation and maintenance and other Services in respect of the Facilities and against which Bidders are to submit their Bids.

Lead Member in the context of a Consortium, means the Consortium Member nominated by the Consortium Members as the lead member with the rights and obligations as set out in this RFP.

Letter of Award means the letter of award that will be issued by the Implementing Authority to the Successful Bidder in accordance with Clause 34.

Member means a member of a Consortium.

Net Worth means the difference between the sum of subscribed and paid up equity, reserves and the sum of revaluation reserves, intangible assets, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

New Facilities means new facilities, whether immovable or movable, including vehicles, equipment, supplies and other property, constructed or purchased by the Operator during the Agreement Period for the provision by the Operator of Services in the Service Area.

O&M means operation and maintenance.

Operator means the special purpose company specifically formed and incorporated in Zanzibar for the purpose of undertaking the PPP Project pursuant to the PPP Agreement.

Performance Security means performance security TZS [AMOUNT]⁵ to be submitted by the Operator in accordance with Clause 34.6.

Person means any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation or any other legal entity.

PPP means public-private partnership.

PPP Agreement means the agreement to be executed between the Implementing Authority and the Successful Bidder, substantially in the format set out in Schedule 12.

PPP Project means the proposed project being planned on a PPP basis as described in Clause 2.1.

Pre-Bid Conference means a conference that will be held by the Implementing Authority to answer queries raised by Bidders and to provide information to Bidders on the PPP Project.

Private Party means a Bidder and this does not include any party in the public sector where majority shareholding is owned by the Revolutionary Government of Zanzibar and Government of Tanzania through its agencies, ministries or corporations that have been established in Zanzibar or Tanzania mainland among others.

Project Preparation Fee means an amount equivalent to TZS [AMOUNT]⁶ to be provided by the Successful Bidder as per Clause **Error! Reference source not found.**

RFP or Request for Proposals means this request for proposal along with its Appendices and Addenda, if issued.

Site means a PPP facility or area in which the PPP Project is to be implemented in accordance with the PPP Agreement.

⁵ The amount of Performance Security would be as per the PPP Agreement.

⁶ The amount of Project Preparation Fee could be kept in the range of 1.0% - 2.0% of the project cost. The actual percentage would be estimated based on the actual costs incurred and decisions on how much of the cost will be recovered from the Successful Bidder. The Project Preparation Fee shall not include any element of profit.

Successful Bidder means the Bidder selected by the Implementing Authority for award of the Project following the completion of the Bidding Process.

Technical Bid has the meaning given to it in Clause 19.4.

User Payment means a payment to be paid to the Operator by a user of the PPP Project.

- 1.1 The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning given in this RFP. The words and expressions beginning with capital letters and not defined herein, but defined in the PPP Agreement, shall, unless the context otherwise requires, have the meaning given in the PPP Agreement.
- 1.2 Words denoting the singular include the plural and vice versa. Words denoting persons include corporation, partnerships or other legal persons and references to any Person or party shall include references to its respective successors and authorised assigns.

Section 1 – Introduction

2. Introduction

Background

- 2.1 The Implementing Authority is seeking private sector participation to deliver [SERVICE] in the [SITE] through [DESCRIPTION OF NEW FACILITIES] on a public private partnership basis.

Context of the Project

- 2.2 Detailed information regarding the context of the PPP Project such as the Site, current service provision institutional framework and other technical and financial information can be found in the virtual Data Room provided by the Implementing Authority in relation to this PPP Project. More details are provided in section 11 of this document.

3The Project

Scope of the Project

- 3.1 The Operator shall undertake to:
 - 3.1.1 design, construct, test, commission and complete the New Facilities;
 - 3.1.2 operate and maintain the Facilities;
 - 3.1.3 provide related finance; and
 - 3.1.4 provide related services,(together **PPP Project**).
- 3.2 All these activities shall be done in compliance with the Applicable Law and in accordance with the PPP Agreement.
- 3.3 A data sheet is attached in Schedule 13.

PPP Agreement

- 3.4 The Implementing Authority shall enter into the PPP Agreement with the Operator.
- 3.5 The Agreement Period shall be for a period of [x] years from [here insert start event or date].
- 3.6 At the end of this period, the Operator shall release or otherwise transfer the assets to the Implementing Authority free of charge and free of any liens or encumbrances.
- 3.7 A draft of the PPP Agreement is set out in the Volume 2 of the Bidding Document.
- 3.8 The output specifications are set out in the Volume 2 of the Bidding Document.

4 Financing Assumptions

- 4.1 The Operator shall be responsible for financing the PPP Project.
- 4.2 In consideration, the Operator shall have access to the revenue stream from user charges payments from users of the PPP Project.
- 4.3 Annex 1 of Schedule 9 shows all payments to be made by/to the Operator.
- 4.4 The payment to/from the Implementing Authority will be payable at the end of each year of operation.
- 4.5 The consequences of late payment are []⁷.
- 4.6 A proposed payment by the Implementing Authority to the Operator is shown by a negative amount.
- 4.7 A proposed payment by the Operator to the Implementing Authority is shown by a positive amount.

Section 2 – Instructions for Preparing Bids

5 Brief Description of the Bidding Process

- 5.1 The Implementing Authority invites Bidders through an open Competitive Bidding Process to submit a Bid for the PPP Project in accordance with this RFP.
- 5.2 The method of procurement used by the Implementing Authority is in accordance with the PPP Act 2015 and the PPP Regulations 2017.
- 5.3 A Bidder may either be a Bidding Company or a Consortium.
- 5.4 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders of the PPP Project and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the PPP Agreement or the Implementing Authority's right to amend, alter, change, supplement or clarify the scope of work of the Operator.
- 5.5 The Bidding Documents include this RFP (Volume 1), the draft PPP Agreement (Volume 2) and any other document issued by the Implementing Authority in relation to this PPP Project, as may be modified and clarified from time to time by the Implementing Authority.

⁷ Late payment beyond 30/45 days of due date could be based on prime lending rate of Bank of Tanzania.

6 Timetable for Bidding Process

6.1 The Implementing Authority shall endeavour to adhere to the following timetable:

Event	Timing
Issuance of the Bidding Documents	[Date]
Site Visit and Pre-Bid Conference	[DATE]
Receipt of requests for clarification	[DATE]
Bid Submission Deadline	[Before 1000 hours East African Time (GMT+3) on [DATE] at [ADDRESS]]
Project Award	[DATE]
Commercial Close	[DATE]
Financial Close	[DATE]

6.2 The Implementing Authority may, in its sole discretion and without prior notice to the Bidders, amend the Timetable. Bidders shall not solely rely in any way whatsoever on the Timetable and the Implementing Authority shall not incur any liability whatsoever arising out of amendments to the Timetable.

6.3 The Implementing Authority shall give notice of changes to the Timetable, if any, by addenda.

7 General Terms of Bidding

7.1 A Bidder shall submit only 1 (one) Bid for the PPP Project either individually or as a Member of a Consortium. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.

7.2 The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the PPP Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on the Implementing Authority nor confer any right to the Bidders, and the Implementing Authority its employees and consultants shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.

7.3 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft PPP Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the PPP Agreement.

7.4 The Bid should be furnished in the formats specified in the RFP and signed by the Bidder's authorized signatory. The Successful Bidder may be subsequently invited for signing the PPP Agreement. The Bidders should note that the formats specified in the RFP have been provided for the convenience of the Bidders and may not exhaustively enumerate or

describe various information required to be provided by the Bidders under the Bidding Documents. The Bidders should ensure that all the information required to be provided by them under the Bidding Documents is included in their Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.

- 7.5 The Bidder shall submit as part of its Bid a Bid Security in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security in the format provided under Clause 27.1.
- 7.6 The Bidder should submit a power of attorney as per the format at Schedule 4, authorizing the signatory of the Bid to commit the Bidder.
- 7.7 In case the Bidder is a Consortium, the Members thereof should furnish a power of attorney in favour of the Lead Member as per the format at Schedule 5.
- 7.8 Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents may render the Bid liable to rejection as a non-responsive Bid.
- 7.9 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials which are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 7.10 The Bidding Documents, including this RFP and all attached or other documents, are and shall remain the property of the Implementing Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance with the Bidding Documents. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 7.11 A Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Implementing Authority shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Implementing Authority under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of the Implementing Authority.
- 7.12 A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest either directly or indirectly; or
 - (b) a Member or Affiliate of such Bidder is also a Member or Affiliate of another Bidder; or

- (c) such Bidder, Member or Associate thereof has the same legal representative for purposes of this Bid as any other Bidder, Member or Associate thereof; or
- (d) such Bidder or Associate thereof has a relationship with another Bidder or Associate thereof, directly or through common third parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (e) such Bidder has participated as a consultant to the Implementing Authority in the preparation of any Bidding Document, or design or technical specifications of the PPP Project, and in case a Bidder is a Consortium, then the term Bidder as used in this Clause 7 shall include each Member.

7.13 This RFP is not transferable and can only be used by the person to whom it has been issued.

7.14 Any award of the PPP Agreement pursuant to this RFP shall be subject to the terms of the Bidding Documents.

7.15 For a detailed list of documents and information to be provided with each envelop constituting a Bid, please refer to Clause 19.

8 Change in Composition of the Consortium

8.1 A Consortium shall be composed of a Lead Member and Members.

8.2 Change in the composition of a Consortium will not be permitted by the Implementing Authority after the Bid Submission Deadline.

8.3 A change in composition of the Consortium may be permitted by the Implementing Authority during the Bid Stage, only where:

- (a) the Lead Member continues to be the Lead Member of the Consortium;
- (b) the substitute is at least equal, in terms of Technical Capacity or Financial Capacity, to the Member of the Consortium who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and
- (c) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant, member/ Associate of any other Consortium bidding for this Project.

8.4 Subject to the provisions of Clauses 8.2 and 8.3, approval for change in the composition of a Consortium shall be at the sole discretion of the Implementing Authority and must be approved by the Implementing Authority in writing. The Bidder must submit its application for change in composition of the Consortium no later than 30 (thirty) days prior to the Bid Submission Deadline.

8.5 The modified/ reconstituted Consortium shall accordingly submit a revised Power of Attorney and a, respectively and substantially in the form at Schedule 5, prior to the Bid Submission Deadline.

9 Ownership of Operator

- 9.1 The Lead Member of the Consortium shall hold at least [8 %] of the subscribed and paid up equity of the Operator for [] years after the completion date.
- 9.2 Each other Member of the Consortium shall hold at least [9 %] of the subscribed and paid up equity of the Operator for [] years after the completion date.

10 Cost of Bidding

- 10.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bidding Process. The Implementing Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

11 Data Room

- 11.1 For the benefit of the prospective Bidders, the Implementing Authority has provided a virtual Data Room. The Bidding Documents and other relevant project information can be downloaded from the Data Room.
- 11.2 The Data Room can be accessed by any prospective Bidder by submitting the relevant details to be provided on the website on the following link. [Insert url]

12 Site Visit and Verification of Information

- 12.1 Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining for themselves the Sites' conditions, traffic, surroundings, climate, availability of power, water and other utilities for construction, access to sites, handling and storage of materials, weather data, Applicable Law and any other matter considered relevant by them.
- 12.2 A Site visit shall be organized by the Implementing Authority prior to the Pre-Bid Conference for all Bidders. Details regarding this Site visit shall be given by the Implementing Authority to all Bidders at least 1 week before site visit.
- 12.3 It shall be deemed that by submitting a Bid, the Bidder has:
- (a) made a complete and careful examination of the Bidding Documents;
 - (b) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Implementing Authority relating to any of the matters referred to in Clause 12.1;
 - (c) satisfied itself about all matters, things and information including matters referred to in Clause 12.1 necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

⁸ The lead member of the consortium shall be the single largest shareholder with at least 26% of the subscribed and paid up equity of the Operator for a period of 2 years after the completion date

⁹ Each other member of the Consortium shall hold at least 10% of the subscribed and paid up equity of the Operator for a period of 2 years after the completion date.

- (d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 12.1 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, or a ground for termination of the PPP Agreement by the Operator; and
- (e) Acknowledged that it does not have a Conflict of Interest.

12.4 The Implementing Authority its employees and consultants shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by or on behalf of the Implementing Authority.

13 Pre-Bid Conference

- 13.1 A Pre-Bid Conference of the Bidders shall be convened at the designated date, time and place. Only duly authorized representatives of the Bidders shall be allowed to participate in the Pre-Bid Conference.
- 13.2 During the course of the Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Implementing Authority. The Implementing Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

14 Verification and Disqualification

- 14.1 The Implementing Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Implementing Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Implementing Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Implementing Authority thereunder.
- 14.2 Without prejudice to Clause 14.1, the Implementing Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - (a) at any time, a material misrepresentation is made or uncovered; or
 - (b) the Bidder does not provide, within the time specified by the Implementing Authority, the supplemental information sought by the Implementing Authority for evaluation of the Bid, or
 - (c) a Conflict of Interest as discussed in Clause 7.11 and 7.12 persists.
- 14.3 Such misrepresentation or improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member shall be disqualified or rejected. If such disqualification or rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified or rejected, then the Implementing

Authority reserves the right to select the Bidder which proposed the second best Bid as Successful Bidder or cancel the Bidding Process.

Section 3 - Documents

15 Contents of the RFP

- 15.1 This RFP (Volume 1 of the Bidding Documents) comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 17 and any clarifications and interpretations issued in accordance with Clause 16.
- 15.2 In addition to this RFP, the Bidding Documents also includes the Draft PPP Agreement (Volume 2 of the Bidding Documents), which is provided separately.

Section 1. Introduction	Schedule 1: Letter for the Bid
Section 2. Instructions for preparing bids	Schedule 2: Statement of Legal Capacity
Section 3. Documents	Schedule 3: Bank Guarantee for Bid Security
Section 4. Preparation and submission of bid	Schedule 4: Power of Attorney for signing of Bid
Section 5. Evaluation of Bids	Schedule 5: Power of Attorney for Lead Member of Consortium
Section 6. Fraud & Corrupt Practices	Schedule 6: Consortium Agreement
Section 7. Miscellaneous	Schedule 7: Anti-Collusion Certificate
	Schedule 8: Format of Technical Bid
	Schedule 9: Format of Financial Bid
	Schedule 10: Format for Clarifications/ Amendments in the Bidding Documents
	Schedule 11: Declaration of Undertaking
	Schedule 12: Draft PPP Agreement
	Schedule 13: Data Sheet
	Schedule 14: Output Specifications

16 Clarifications

- 16.1 Bidders requiring any clarification on the Bidding Documents may notify the Implementing Authority using the format attached at Schedule 10 by e-mail only at the following e-mail address:

[Insert email address]

with copy to [insert Name] at the following e-mail addresses:

[insert email address]

- 16.2 Any queries must be received by the Implementing Authority on or before the date for receipt of requests for clarification mentioned in Clause 6.1.
- 16.3 The Implementing Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders within fourteen (14) days of receipt of such questions or clarifications. The clarifications shall not be submitted less than 14 working days prior to the submission of the RFP. The responses will be sent by e-mail. The Implementing Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries. In addition, the Implementing Authority shall post the clarifications on its website [www....] for the benefit of all prospective Bidders.
- 16.4 The Implementing Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. The Implementing Authority will post on its website [www....] all the clarifications and interpretations to the Bidders. All clarifications and interpretations issued by the Implementing Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Implementing Authority or its employees or representatives shall not in any way or manner be binding on the Implementing Authority.

17 Amendment of RFP

- 17.1 At any time prior to the Bid Submission Deadline, the Implementing Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an Addendum to the RFP.
- 17.2 Any addendum thus issued will be uploaded on its website [www....] and an electronic copy will be sent by the Implementing Authority to each Bidder at the email address provided by such Bidder, no later than 7 (seven) days after its issuance..
- 17.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Implementing Authority may, at its sole discretion, extend the Bid Submission Deadline.

Section 4 – Preparation and Submission of Bid

18 Format and Signing of Bid

- 18.1 The Bidder shall in its Bid provide all the information sought under the Bidding Documents. The Implementing Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 18.2 The Bidder shall prepare 1 original set of its Bid clearly marked "ORIGINAL". In addition, the Bidder shall submit 2 hard printed copies of its Bid clearly marked "COPY" and an electronic copy (either in a CD ROM or flash-drive) with the respective envelopes.
- 18.3 In the event of any discrepancy between the original and the copies, the original shall prevail.

18.4 The Bid shall be typed and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person signing the Bid. The Bid shall contain page numbers.

19 Content of the Bid

19.1 The "Bid" shall consist of 3 envelopes:

- (a) Envelope 1: Legal Documentation;
- (b) Envelope 2: Technical Bid; and
- (c) Envelope 3: Financial Bid.

19.2 Each of these 3 envelopes shall be marked as follows:

"BID FOR THE *[insert the name of the project]* PROJECT
IN THE LOCATION OF *[insert location of the project]*

ENVELOPE [● : ●]"

and shall clearly indicate the number of the envelope and the name and address of the Bidder. Each envelope shall be individually sealed.

19.3 **Envelope 1: Legal Documentation:** This envelope should clearly be marked as "**Envelope 1: Legal Documentation**" and have the following contents:

- (a) A fee of TZS [AMOUNT] (*[insert the amount in word]* only) for the purchase of the Bidding Documents in the form of a demand draft in favour of "[IMPLEMENTING AUTHORITY]";
- (b) Bid Security- TZS..... [0.25% of project cost] in the format provided under Clause 27.2;
- (c) Letter for Bid in the format provided in Schedule 1;
- (d) State of Legal Capacity in the format provided in Schedule 2;
- (e) Bank Guarantee for Bid Security in the format provided in Schedule 3;
- (f) Power of attorney for signing of Bid in the format at Schedule 4;
- (g) If applicable, the power of attorney for Lead Member of Consortium in the format at Schedule 5;
- (h) If applicable, a Consortium Agreement between the Members of the Consortium in the format at Schedule 6;
- (i) Anti-collusion certificate in the format at Schedule 7;
- (j) Certified true copy of the incorporation certificate of the Bidder. Company. In the case of a Consortium, a certified true copy of the incorporation certificate of each of the Members of the Consortium; and

(k) Declaration of undertaking in the format at Schedule 11.

19.4 **Envelope 2: Technical Bid:** This envelope should clearly be marked as "Envelope 2: Technical Bid") and the documents to be submitted in this envelope shall include:

- (a) Copy of the draft PPP Agreement initialled on the first, second and signature pages by the Bidder's authorized signatory; and
- (b) The format for technical bid along with annexes and supporting documents, as per the details provided in Schedule 8.

19.5 **Envelope 3: Financial Bid:** This envelope should clearly be marked as "Envelope 3: Financial Bid" and the documents to be submitted in this envelope shall include:

- (a) The Financial Bid shall be submitted in the format specified at Schedule 9, including its annexes;
- (b) The Bidder must provide a description of arrangements for the proposed financing and capital structure for the PPP Project and Bidder, including details on all equity investor participations, related party debt financing, and all third-party PPP Project-specific debt financing including particulars of the requirements of any providers of senior funded debt. All equity funding commitments and related party debt financing commitments required for the Project must be finalized and fully described for the Bid submission;
- (c) Bidders planning to use project debt financing of any type must provide letters of support from independent financial institutions showing that they have reviewed the details for the construction and financing of the project and they are willing to provide financing for the project as per their indicative terms and conditions. Wherever possible, the Bidders should provide all the relevant correspondence from third-party financial institutions should be provided. "Term Sheets" and other similar forms of non-binding indicative terms from funders would be sufficient provided that the letters of support show a real likelihood of Financial Close being achieved on the terms proposed; and
- (d) In addition, the Bidders should include an electronic soft-copy file of their financial model used to derive their financial offer in the Financial Bid. More details are provided in Annex 3 of Schedule 9 of this RFP.

19.6 Each of the envelopes specified in Clause 19.1 shall be placed in an outer envelope, which shall be sealed and shall be marked as follows:

"BID FOR THE *[insert the name of project]* PROJECT
IN THE LOCATION OF *[insert the location of the project]*"

and shall clearly indicate the name and address of the Bidder.

19.7 The Bids shall be addressed to:

ATTENTION OF: *[insert Secretary of the Tender Board]*

ADDRESS: *[insert address]*

- 19.8 If the envelopes are not sealed and marked as instructed above, the Implementing Authority will reject such bids.
- 19.9 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected. The bids should be submitted in the form specified in Clause 19.1 and as per the contents specified in Clauses 19.3, 19.4 and 19.5.
- 19.10 Bidders are to submit [one] copy of the Bids.

20 Bid Submission

- 20.1 A Bid must be submitted on or before 10:00 hours on the Bid Submission Deadline at the address provided in Clause 19.7.
- 20.2 The Implementing Authority may, at its sole discretion, extend the Bid Submission Deadline by issuing an Addendum in accordance with Clause 17 uniformly for all Bidders.

21 Late Bids

- 21.1 Bids received by the Implementing Authority after the specified time on the Bid Submission Deadline shall not be eligible for consideration and shall be summarily rejected.

22 Modifications / Substitution / Withdrawal of Bid

- 22.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that the written notice of the modification, substitution or withdrawal is received by the Implementing Authority prior to the Bid Submission Deadline.
- 22.2 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Submission Deadline.
- 22.3 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 19.7, with the envelopes being additionally marked:
"MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 22.4 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Submission Deadline, unless the same has been expressly sought by the Implementing Authority, shall be disregarded.

23 Rejection of Bids

- 23.1 Notwithstanding anything contained in this RFP, the Implementing Authority reserves the right to reject any Bid, to annul the Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 23.2 In the event that the Implementing Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids under this RFP.

24 Validity of Bids

- 24.1 The Bids shall be valid for a period of not less than 180 days from the Bid Submission Deadline.

- 24.2 The validity of Bids may be extended by mutual consent of the respective Bidders and the Implementing Authority.

25 Confidentiality

- 25.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process pursuant to the PPP Act and the regulations made thereunder or is not a retained professional advisor advising the Implementing Authority in relation to or matters arising out of, or concerning the Bidding Process.
- 25.2 The Implementing Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence.
- 25.3 Other than pursuant to the PPP Act and the regulations made thereunder the Implementing Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under the Applicable Law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Implementing Authority.

26 Correspondence with the Bidder

- 26.1 Save and except as provided in this RFP, the Implementing Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

27 Bid Security

- 27.1 The Bidder shall furnish as part of its Bid a Bid Security.
- 27.2 The Bid Security may be in the form of:
- (a) a demand draft; or
 - (b) in the form of an irrevocable, unconditional and first demand bank guarantee issued by a bank registered in Tanzania acceptable to the Implementing Authority in favour of the Implementing Authority in the format at Schedule 3.
- 27.3 The Bid Security shall have a validity period of not less than 210 days¹⁰ from the Bid Submission Deadline.
- 27.4 Any Bid not accompanied by a Bid Security shall be summarily rejected by the Implementing Authority as non-responsive.
- 27.5 The Bid Security of unsuccessful Bidders (which term shall exclude the first and second best bidders) will be returned by the Implementing Authority, without any interest, as promptly as possible after execution of the PPP Agreement with the Operator or when the Bidding Process is cancelled by the Implementing Authority.

¹⁰ Period should be equal to the period for the bid to be extant plus a margin to allow for delays in making a call where appropriate

- 27.6 The Successful Bidder's Bid Security will be returned upon the Operator signing the PPP Agreement and, if required, providing the Performance Security in the form required by the PPP Agreement.
- 27.7 The Implementing Authority shall be entitled to forfeit and appropriate the Bid Security, without prejudice to any other right or remedy that may be available to the Implementing Authority under the RFP, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in clause 37 of this RFP;
 - (b) If a Bidder modifies or substitutes (without the prior written approval of the Implementing Authority) or withdraws its Bid during the period of Bid validity as specified in this RFP;
 - (c) In the case of a Successful Bidder, if within the specified time limit:
 - (i) it fails to incorporate a Operator or such Operator fails or refuses to sign the PPP Agreement; or
 - (ii) the Operator fails to provide the Performance Security in accordance with the Bidding Documents; or
 - (iii) Where relevant the Successful Bidder fails to transmit the project preparation fee to [insert the name].

Section 5 – Evaluation of Bids

28 Opening of the Bids

- 28.1 An executive committee, nominated from the Evaluation Team shall open Envelope 1 of the Bids at 10:15 on the Bid Submission Deadline in the presence of those Bidders who choose to attend.
- 28.2 The Evaluation Team will subsequently examine and evaluate the Bids in accordance with the provisions of this RFP and as may be set out in the Applicable Law.
- 28.3 To facilitate evaluation of Bids, the Implementing Authority may, at the sole discretion of it or the Evaluation Team, seek clarifications in writing from any Bidder regarding its Bid and such Bidder shall provide its response in writing within the time period specified by the Implementing Authority in this regard.
- 28.4 In the event the that Implementing Authority receives only one or no Bids to the Bidding Process, the Implementing Authority shall launch a new bidding process (the "New Bidding Process"). In the event that the Implementing Authority also receives only one or no Bids to the New Bidding Process, the Implementing Authority may, at its sole discretion, reject or accept any Bids that it received during the New Bidding Process or launch additional bidding processes.

29 Test of Responsiveness: Envelope 1 - Legal Documentation

29.1 Prior to evaluating the Bids, the Implementing Authority shall determine whether each Bid is responsive to the requirements of this RFP and a Bid shall be considered responsive only if it:

- (a) contains a fee of TZS [AMOUNT] ([INSERT AMOUNT IN WORDS] Tanzanian Shillings only) for the purchase of the Bidding Documents;
- (b) is received as per the format at Schedule 8 and Schedule 9, which shall only be verified when the respective envelopes are duly required to be opened in accordance with the procedures in Clause 30 and Clause 31, respectively;
- (c) is received by the Bid Submission Deadline including any extension thereof;
- (d) is signed, sealed and marked as stipulated in this RFP;
- (e) is accompanied by the Bid Security as specified in this RFP;
- (f) is accompanied by the power(s) of attorney as specified in this RFP;
- (g) contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (and if formats have been specified, then in those formats);
- (h) contains the declaration of undertaking as per the format at Schedule 11;
- (i) does not contain any condition or qualification; and
- (j) is not non-responsive or inconsistent in terms of the Bidding Documents.

29.2 The Implementing Authority reserves the right to reject any Bid which is non-responsive. If necessary, the Implementing Authority may ask the Bidders for clarifications. In this case, the Implementing Authority will make a request for supplementary information or documentation from the Bidder, provided that this request may only be made to clarify information already provided by a Bidder or to request a document that should have been included. Whenever a supplementary request is made, the Bidder must respond to the Implementing Authority within the time period set by the Implementing Authority in its request. If the Bidder does not respond to a supplementary request within such time period or does not provide the information or documentation requested, the Implementing Authority may consider the Bid non-responsive and reject it. Requests for clarifications shall be made by email. Responses to requests shall be made by email, except where the Implementing Authority expressly requests otherwise in the request for clarification.

30 Evaluation of Envelope 2: Technical Bid

30.1 The executive committee shall open the Technical Bids contained in Envelope 2 of those Bidders whose Bids were declared responsive in accordance with Clause 29. The Evaluation Committee will review the Bids, each of which will be reviewed against a list of evaluation criteria. A score for each criterion will be given. Bidders who fail to achieve a minimum 75% passing score overall will not be evaluated further.

30.2 The table below sets out the broad headings required from the Technical Proposal and weights that the Evaluation Committee shall attach to each heading. The detailed

description of each heading and the format in which data is required are given in Schedule 8.

#	Criteria	Marks
1	Quality of Management Plan and Staffing with CVs; a) Organization and responsibilities; b) Key Staff. (10% each, 20% total)	20
2	Approach to: a) Design and Construction (20%); b) Operation and Maintenance (19%); c) Cost Estimates (6%) (45% total)	45
3	Approach to: Quality Management (4%) Community Engagement and Vulnerable Groups (4%) Environmental and Social Management (4%) Gender Integration (4%) Project Safety (4%) (20% total)	20
4	Innovation (10%)	10
5	Local Participation (5%)	5

- 30.3 On evaluation of the Technical Proposal by the Evaluation Committee established by the Implementing Authority, the Bidder shall be allocated a score. The minimum pass score shall be 75 (seventy-five) and the maximum score attainable by a Bidder shall be 100 (one hundred) marks in the Technical Bid.
- 30.4 The Implementing Authority, however at all times retains the right to reject a Bid in cases where the Implementing Authority (in its sole opinion), considers the Bid materially inconsistent, deficient, technically unsound or unacceptable in any other respect.
- 30.5 The Technical Bids shall contain all the elements described in Schedule 8. If a Bidder does not provide all the elements requested under Schedule 8 in its Technical Bid, then its Technical Bid shall be declared non-compliant by the Implementing Authority and shall be rejected. A Bidder whose Technical Bid has been declared non-compliant by the Implementing Authority shall be disqualified from the Bidding Process and its Bid Security shall be returned as per Clause 34.1.

30.6 The Evaluation Team shall review compliant Technical Bids and apply the evaluation criteria set out in Schedule 8 to determine whether the Technical Bids pass or fail the conditions of such Schedule 8.

31 Evaluation of Envelope 3: Financial Bid

31.1 The executive committee shall open the Financial Bids contained in Envelope 3 of those Bidders whose Bids were declared responsive in accordance with Clause 29, and whose Technical Bids were declared compliant and passed the evaluation criteria of this RFP. The Financial Bids of those Bidders whose Technical Bids were declared non-compliant, or which failed the evaluation criteria, in accordance with this RFP shall be returned to the Bidders unopened.

31.2 The Financial Bid evaluation seeks to select the Bidder offering the best value for money, as determined by the payments to be made to/by the Implementing Authority. Bids will be evaluated with a Net Present Value (NPV) calculation to determine the present value of the payments.

31.3 The Financial Bid must be submitted in the format provided in Schedule 9.

32 Selection of the Successful Bidder

32.1 The Bidder whose Bid is declared responsive and compliant as per Clauses 28.4, 30 and 31 who:

- (a) has cleared its Technical Bid as per the criteria mentioned in Clause 30;
- (b) has ranked the highest in its Financial Bid as per the criteria mentioned in Clause 31, thus offering the best value for money; or
- (c) if two or more Bidders have offered the same value for money, the Bidder among such Bidders which has the highest Net Worth,

shall be declared as the successful Bidder (**Successful Bidder**).

33 Prevention of Speculative Bidding

33.1 The Implementing Authority may deem a Bid as speculative if it is abnormally high or low in comparison to the reference PPP model that the Implementing Authority has used to arrive at its base case and the other Bids received.

33.2 If the Implementing Authority deems a Bid to be speculative in accordance with Clause 33.1 above, it shall request in writing, details of the constituent elements of such Bid which it considers relevant that may include:

- (a) the economics of the construction method and project services to be provided;
- (b) the technical solutions chosen;
- (c) compliance with the Applicable Law; and
- (d) assumptions relating to financing, revenues and expenses

- 33.3 The Implementing Authority shall permit Bidder concerned to make a representation in support of its Bid with any such information as the Bidder may deem necessary or relevant.
- 33.4 If after reviewing all information and representation provided by the Bidder, the Bid is still considered speculative, it may be rejected.
- 33.5 The decision of the Implementing Authority to reject a Bid in accordance with this provision and the reasons thereof, and all communications with the Bidder under this provision shall be included in the record of the bidding proceedings. The decision of the Implementing Authority and the reasons thereof shall be promptly communicated to the Bidder concerned.

34 Issue of the Letter of Award and Execution of the PPP Agreement

- 34.1 A letter of award (**Letter of Award**) shall be issued to the Successful Bidder by the Implementing Authority. Within 7 days from the date of issue of the Letter of Award, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and to execute the PPP Agreement.
- 34.2 The Implementing Authority will promptly notify the other Bidders that they have been unsuccessful and their Bid Security shall be returned within 30 days, without interest, of the signing of the PPP Agreement with the Operator.
- 34.3 Failure by the Successful Bidder to comply with the requirements mentioned in Clauses 34.1, 34.4, 34.5, 34.7 and **Error! Reference source not found.** shall constitute sufficient grounds for the annulment of the Letter of Award, and forfeiture of the Bid Security. In such an event, the Implementing Authority reserves the right to invite the second ranked bidder for negotiations and shall continue in that order of reserve bidders until the list is exhausted.
- 34.4 The Successful Bidder shall incorporate a special purpose company specifically formed and incorporated in Zanzibar only for the purpose of undertaking the Project pursuant to the PPP Agreement (Operator). The Successful Bidder shall ensure that the Operator is incorporated and capitalised within [30] days from the date of issue of the Letter of Award and promptly upon such incorporation and capitalisation provide evidence thereof to the Implementing Authority.
- 34.5 Subject to the terms of the PPP Agreement, in the event that the Successful Bidder is a Bidding Company, the shareholding of the Operator shall be owned directly by such Bidding Company. In the event that the Successful Bidder is a Consortium, the shareholding of the Operator shall be owned directly by the Members in accordance with the terms of the Bidding Documents.
- 34.6 The Implementing Authority will incorporate into the PPP Agreement the Implementing Authority's Requirements at Part 1 of Schedule 2 and Part of Schedule 5 and the Successful Bidder's Technical Bid shall be incorporated at Part 2 of Schedule 2 and Part 2 of Schedule 5 and other parts of the Successful Bidder's Bid in the relevant part of the relevant schedules. In the event of a discrepancy between the Contracting Party's Requirements and the materials of the Successful Bidder incorporated in the PPP Agreement the Implementing Authority's Requirements shall prevail.

34.7 The Operator shall execute the PPP Agreement within 45 days from the date of issue of the Letter of Award. On the date of signing of the PPP Agreement, the Operator shall provide the Implementing Authority with a Performance Security as defined in the PPP Agreement. In the event the PPP Agreement is not signed within 45 days, the Implementing Authority may commence discussions with the next best Bidder and so on, on the same terms.

35 Project Preparation Fee¹¹

35.1 The Private Party is required to pay the Project Preparation Fee, as a consideration for the cost and efforts expended in preparing the PPP Project, within forty five (45) days from the signing of the PPP Agreement.

35.2 The payment of the Project Preparation Fee shall be made in immediately available funds in an account to be specified for this purpose.

36 Contacts during Bid Evaluation

36.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Implementing Authority makes official intimation of award or rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Implementing Authority and/or their employees / representatives / advisers on matters related to the Bids under consideration.

Section 6 – Fraud and Corrupt Practices

37 Fraud and Corrupt Practices

37.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the Letter of Award and during the subsistence of the PPP Agreement.

37.2 Notwithstanding anything to the contrary contained herein, in the Letter of Award or the PPP Agreement, the Implementing Authority may reject a Bid, withdraw the Letter of Award, or terminate the PPP Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

37.3 In such an event, the Implementing Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Implementing Authority under the Bidding Documents and/or the PPP Agreement or otherwise.

¹¹ The amount of Project Preparation Fee could be kept in the range of 1.0% - 2.0% of the project cost. The actual percentage would be estimated based on the actual costs incurred and decisions on how much of the cost will be recovered from the Successful Bidder. The fee shall not include any element of profit

- 37.4 Without prejudice to the rights of the Implementing Authority under Clause 37.1 hereinabove and the rights and remedies which the Implementing Authority may have under the Letter of Award or the PPP Agreement, or otherwise, if a Bidder or Operator as the case may be, is found by the Implementing Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the Letter of Award or the execution of the PPP Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued by the Implementing Authority during a period of 2 years from the date such Bidder or Operator, as the case may be, is found by the Implementing Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 37.5 For the purposes of this Clause 37, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **corrupt practice** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Implementing Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Award or has dealt with matters concerning the PPP Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Implementing Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
 - (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Implementing Authority or member of the Evaluation Team with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Section 7 - Miscellaneous

38 Miscellaneous

- 38.1 The Bidding Process shall be governed by, and construed in accordance with, the Applicable Law and the Courts of Zanzibar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Documents and/or the Bidding Process.
- 38.2 The Implementing Authority, in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:
- (a) suspend, withdraw and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Implementing Authority by, on behalf of, and/or in relation to any Bidder;
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;
 - (e) amend, modify or reissue the Bidding Documents or any part thereof; and/or
 - (f) accept or reject any or all of the Bids.
- 38.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Implementing Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

Schedule 1 - Letter for the Bid

[On the letterhead of the Bidder/Lead Member]

Original or copy No:

Dated:

To: [●]

Sub: Bid for a [] Project located at []

Dear Sir,

With reference to your RFP dated [DATE], I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

I/We acknowledge that the Implementing Authority will be relying on the information provided in the Bid and the documents accompanying such Bid to select a Bidder for the aforesaid Project and I/we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

The Bid is being submitted for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.

I/We shall make available to the Implementing Authority any additional information it may find necessary or require to supplement or authenticate the submissions.

I/We acknowledge the right of the Implementing Authority to reject our Bid without assigning any reason or otherwise.

I/We certify that in the last 3 years, I/we/any of the Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Implementing Authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach by [us/any of the Members].

I/ We certify that we are not sanctioned by the Revolutionary Government of Zanzibar and Government of Tanzania, or any public agencies from participating in similar projects as on [●] (**Bid Submission Deadline**).

I/We declare that:

I/We have examined and have no reservations to the Project Documents, including any Addendum issued by the Implementing Authority;

I/We do not have any Conflict of Interest;

I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 37 of the RFP, in respect of any tender or Request for Proposal issued by or any agreement

entered into with the Implementing Authority or any other public sector enterprise or any government, at central or state level;

I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 37 of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders.

I/We believe that I/we/our Consortium satisfy(s) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.

I/We declare that I/we/any Member, am/are not a member of a/any other Consortium applying for the Project.

I/We certify that I/we or any Member have not been convicted by a court of law or indicted or adverse orders passed by a regulatory Implementing Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charged by any Government agency or convicted by a court of law.

I/We further certify that no investigation by a regulatory authority is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.

The Statement of Legal Capacity as per format provided at Schedule 2 of the RFP, duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Schedule 4 and Schedule 5 respectively of the RFP, are also enclosed.

I/We understand that the Successful Bidder shall be required to incorporate and capitalize an Operator in accordance with the Bidding Documents prior to execution of the PPP Agreement.

I/We agree and undertake to abide by all the terms and conditions of the RFP.

I/We agree and undertake to be jointly and severally liable for all our obligations under the PPP Agreement as per the provisions set out therein.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: (Signature of the authorized signatory)

Place: (Name and designation of the authorized signatory)

(Name and seal of the Bidder/Lead Member of the Consortium)

Details of Bidder¹²

[On the letterhead of the Bidding Company/Members of Consortium]

Original or copy No:

Dated:

(a)Name:

(b)Country of incorporation:

(c)Address of the corporate headquarters and its branch office(s), if any, in Zanzibar or Tanzania mainland:

(d)Date of incorporation and/or commencement of business (Please provide a true copy of the incorporation certificate):

Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the Project:

Details of individual(s) who will serve as the point of contact/communication for the Implementing Authority:

Name:

Designation:

Company:

Address:

Telephone:

E-mail:

Fax:

Particulars of the authorized signatory of the Bidder:

Name:

Designation:

Address:

Telephone:

¹² Although this information would have been sought in the RFQ. We are asking this again at RFP stage, perhaps to re-confirm.

Note that if any consortium member changes then the Consortium will need to resubmit the forms in the RFQ (POA, Consortium Agreement, etc.) as per Section 8 of the RFP.

Fax:

In case of a Consortium:

The information above (1-4) should be provided for all the Members.

Please note that in case of change in the Consortium Members and/or their roles, then the Bidder should have obtained the approval by the Implementing Authority prior to Bid Submission Deadline, in accordance with Schedule 8 of the RFP.

Information regarding the role of each Member should be provided as per the table below:

S No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			
3.			
4.			

(e)The following information shall also be provided by the Bidder/for each Member: Name of Bidder/ Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/Member of the Consortium been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar still subsist?		
3.	Has the Bidder/Member of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last 3 years ?		

A statement by the Bidder and each of its Members (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past.

Schedule 2 - Statement of Legal Capacity

(On the letterhead of the Bidder/Lead Member)

To:

Date:

Dear Sir,

We hereby confirm that we/our Members in the Consortium (constitution of which is described in the Bid) satisfy the terms and conditions laid out in the RFP.

We have agreed that [●] (insert Member's name) will act as the Lead Member of our Consortium*.

We have agreed that [●] (insert individual's name) will act as our representative/will act as the representative of the Consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

*Please strike out whichever is not applicable.

Schedule 3 - Bank Guarantee for Bid Security

Address of the guarantor bank: [●]

Address of the beneficiary: [●]

We, the undersigned [●] (the "Guarantor"), in order to enable [●] to bid for the implementation of a [DESCRIPTION] Project located at [], hereby irrevocably and independently guarantee to pay to you an amount up to a total of [●] waiving all objections and defences.

We shall effect payments under this guarantee on your first written demand, which must be accompanied by your confirmation that you have accepted the above-mentioned bid and that the firm [●] is no longer prepared to abide by this bid.

This guarantee shall remain in full force for a period of 180 days from the Bid Submission Deadline (as defined in the RFP).

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of Tanzania and shall be subject to the exclusive jurisdiction of the Courts of Tanzania.

DateGuarantor

Schedule 4 - Power of Attorney for signing of Bid

[I [●] (name of the company) incorporated under the laws of Zanzibar and having its registered office at [] "Company"] do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (name), [●] son/daughter/wife of [●] and presently residing at [●], who is presently employed with us and holding the position of [●], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for the Project pursuant to the RFP dated [] ("RFP") issued by the [] ("the Implementing Authority") and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bid Conferences and other conferences and providing information/responses to the Implementing Authority, representing us in all matters before the Implementing Authority, signing and execution of all contracts including the PPP Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Implementing Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the PPP Agreement with the Implementing Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalised terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, [20]

SIGNED and DELIVERED at

by the said [CONSORTIUM MEMBER] who is

known to me personally/introduced to me

by.....

known to me personally in my presence thisday of[20..].

the latter being

[CONSORTIUM MEMBER]

BEFORE ME:

Name:

Signature:

Address:

Qualification:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

DRAFT

Schedule 5 - Power of Attorney for Lead Member of Consortium

Whereas, the Members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bidding Documents and other connected documents in respect of the Project.

Whereas, it is necessary under the RFP for the Members of the Consortium to designate the Lead Members with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____ (Lead Member) and M/s _____ (the respective names and addresses of the registered office¹³) do hereby designate M/s. _____ being one of the Members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with the Implementing Authority or any person in connection with the Project until the PPP Agreement is entered into between the Concessionaire and the Implementing Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the ____ day of _____, [20...]

SIGNED and DELIVERED at

by the said **[CONSORTIUM MEMBER]** who is

known to me personally/introduced to me

by.....

the latter being

known to me personally in my presence thisday of[20..].

[CONSORTIUM MEMBER]

BEFORE ME:

Name:

Signature:

Address:

¹³ In case of partnership firm: name and address of principal office of the partnership firm to be provided

Qualification:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.]

DRAFT

Schedule 6 - Consortium Agreement

THIS CONSORTIUM AGREEMENT is entered into on this [●] day of [●] 20[●] (the "Agreement")
AMONGST

1.[●], a company incorporated under [legislation] and having its registered office at [●] with a stake of [●]% in the Project (hereinafter referred to as the "Lead Member" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2.[●], a limited liability company incorporated under [legislation] and having its registered office at [●] with a stake of [●]% in the Project (hereinafter referred to as the "Consortium Member 1" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

3.[●], a limited liability company incorporated under [legislation] and having its registered office at [●] with a stake of [●]% in the Project (hereinafter referred to as the "Consortium Member 2" which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

4.[●], a limited liability company incorporated under [legislation] and having its registered office at [●] with a stake of [●]% in the Project (hereinafter referred to as the "Consortium Member 3" which expression shall, unless repugnant to the context include its successors and permitted assigns).

5.The above mentioned Lead Member and Consortium Members 1, 2 and 3 are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

1. The Implementing Authority has invited applications (the 'Applications') for pre-qualification by its Request for Qualification No.....dated..... (the "RFQ") and shortlisting of bidders for development, operation and maintenance of the..... Project ('Project') through Public Private Partnership;
- 2.The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project; and
3. It is a necessary condition under the RFQ that the members of the Consortium shall enter into a PPP agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purpose of jointly participating in the Bidding Process for the Project.

- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for the Project, either directly or indirectly.
- 2.3 The Parties shall abide by the local content provisions of Zanzibar as provided in the RfQ in order to qualify for the margin of preference during the bid evaluation process.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate the Project Company under [legislation] (**ProjectCo**) as required by and in accordance with the Bidding Documents for performing all its obligations as the Private Party in terms of the PPP Agreement for the Project.

4. Role of the Parties

- 4.1 The Parties hereby undertake to perform the roles and responsibilities as described below.
- 4.2 The Lead Member of the Consortium shall obtain the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process. The Lead Member shall not be replaced or removed at any point of the Bidding Process;
- 4.3 Consortium Member 1 shall be tasked with [●];
- 4.4 [Consortium Member 2 shall be responsible for [●]]; and
- 4.5 [Consortium Member 3 shall be responsible for [●]].

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFQ, RFP and for the performance of the ProjectCo's obligations under the PPP Agreement.

6. Shareholding in the ProjectCo

The Parties agree that the proportion of shareholding among the Parties in the ProjectCo shall be as follows:

Lead Member:

Consortium Member 1:

Consortium Member 2:

[Consortium Member 3]

Subject to the terms of the PPP Agreement, the Lead Member shall for [●] years hold equity share capital not less than []% ([] per cent) of the subscribed, paid up and voting equity share capital of the ProjectCo; and

The Parties undertake to comply with all equity lock-in requirements set forth in the PPP Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- 7.1 such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- 7.2 the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Parties is annexed to this Agreement, and will not, to the best of its knowledge:
- (a) require any consent or approval not already obtained;
 - (b) violate any Applicable Law presently in effect and having applicability to it;
 - (c) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (d) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
 - (e) create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.
- 7.3 this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- 7.4 there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Withdrawal

- 8.1 If a Party decides that [for what in its reasonable opinion are sound technical or commercial reasons] it wishes to withdraw from this Agreement before the submission of the Tender, it may do so by notifying the other Party immediately, in which case the withdrawing Party shall cease to participate in the preparation of the Tender and shall have no liability for the subsequent actions of the other Party.
- 8.2 After the Tender has been submitted to the Implementing Authority, a Party [may not withdraw from this Agreement OR may only withdraw from this Agreement for reasons of a fundamental nature vital to the affairs of that Party, and the provisions of Clause 8.1 shall apply to such withdrawal mutatis mutandis].
- 8.3 Any withdrawing Party shall, without prejudice to its obligations under Clause 4, co-operate with the other Party to the extent reasonably necessary to enable its role under this Agreement to be taken over by the other Party or by a third party.

9. Termination

9.1 This Agreement will come into force on the date of this Agreement and this Agreement will remain in force (subject as provided in Clause 9.2), until one of the following occurs:

- (a) A decision by the Implementing Authority to exclude the Lead Member or the Consortium Members 1, 2 and 3 from the procurement or not to proceed with the Project, or a direction or requirement by the Implementing Authority to the Lead Member or the Consortium Members 1, 2 and 3 to collaborate in respect of the Project with a third party or third parties or to proceed with the Project alone.
- (b) The Parties' decision not to submit the Tender.
- (c) The award of a contract in respect of the Project to a third party.
- (d) Withdrawal of the Lead Member.
- (e) The acceptance and entry into the PPP Agreement by the Parties.

9.2 In the event of:

- (a) a breach of this Agreement by a Party which is irremediable or, if remediable, is not remedied by that Party within 30 days of service on it by the other Party of notice specifying the breach; or
- (b) a Party having a receiver or liquidator or administrator appointed or ceasing to trade or having an order made against it, or passing a resolution for winding-up, or making any composition or arrangement with its creditors generally; the other Party shall be entitled by notice to that Party to terminate this Agreement.

9.3 Termination or expiration of, and withdrawal from, this Agreement, for any reason, shall be without prejudice to all accrued rights liabilities and remedies.

9.4 Termination or expiration of, and withdrawal from, this Agreement, for any reason, shall be without prejudice to all accrued rights liabilities and remedies.

10. Miscellaneous

10.1 This Consortium Agreement shall be governed by laws of Zanzibar. Any dispute arising out of this Agreement shall be adjudicated by the courts of Zanzibar.

10.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Implementing Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE WRITTEN ABOVE.

SIGNED and DELIVERED at

by the said **[LEAD MEMBER]** who is

known to me personally/introduced to me **[LEAD MEMBER]**

by.....

the latter being known to me personally in my presence thisday of[20..].

BEFORE ME:

Name:

Signature:

Address:

Qualification:

SIGNED and DELIVERED at []

.....

CONSORTIUM MEMBER 1

by the said **[CONSORTIUM MEMBER 1]** who is

known to me personally/introduced to me

by.....

the latter being known to me personally in my

presence thisday of[20..].

BEFORE ME:

Name:

Signature:

Address:

Qualification:

SIGNED and DELIVERED at []

.....

CONSORTIUM MEMBER 2

by the said **[CONSORTIUM MEMBER 2]** who is

known to me personally/introduced to me

by.....

the latter being known to me personally in my

presence thisday of[20..].

BEFORE ME:

Name:

Signature:

Address:

Qualification:

SIGNED and DELIVERED at []

.....

CONSORTIUM MEMBER 3

by the said [CONSORTIUM MEMBER 3] who is

known to me personally/introduced to me

by.....

the latter being known to me personally in my

presence thisday of[20..].

BEFORE ME:

Name:

Signature:

Address:

Qualification:

Schedule 7 - Anti-Collusion Certificate

(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the Project, we will strictly observe the laws against fraud and corruption in force in Zanzibar.

We hereby certify and confirm that in the preparation and submission of our Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid.

Dated thisday of, 20...

.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorised Person)

.....

(Name of the Authorised Person)

Schedule 8 - Format of Technical Bid

The Technical Proposal shall be provided as a Word document and where specified include a PowerPoint presentation. There shall be a page limit on the individual sections of the main proposal as indicated below, but this shall exclude diagrams, figures and charts.

Technical Bid Evaluation Criteria: The format of the proposal shall follow the sections set out in the table in Section 30, which is replicated below with reference to the format required and the page limit.

#	Criteria	Format/page limit	Contents	Marks
1	<p>Quality of Management Plan and Staffing with CVs;</p> <p>a) Organization and responsibilities;</p> <p>b) Key Staff.</p> <p><i>(10% each, 20% total)</i></p>	<p>20 pages (excluding CVs)</p> <p>Format of CVs in Annex I to this Schedule.</p>	<ul style="list-style-type: none"> •Quality of the proposed organization structure for the current project for the Design and Construction, and separately for Operations and Maintenance. • The responsibility of the Parent Organizations. •The roles and responsibilities of the key personnel, their degree of involvement, adequacy of technical manpower and extent of local participation. 	20
2	<p>Approach to:</p> <p>a) Design and Construction (20%);</p> <p>b) Operation and Maintenance (19%);</p> <p>c) Cost Estimates (6%)</p> <p><i>(45% total)</i></p>	<p>20 pages</p> <p>20 pages</p> <p>5 pages</p> <p>(45 total pages)</p>	<p>Quality of respective plans that highlight:</p> <ul style="list-style-type: none"> •Intended approach; •Compliance with the RFP; •Measures to address project constraints; •Implementation Time Table 	45
3	<p>Approach to:</p> <p>a)Quality Management</p> <p>b) Community Engagement and Vulnerable Groups</p> <p>c)Environmental and Social Management</p> <p>d)Gender Integration</p>	<p>~ 4-6 pages each section</p> <p>(25 total pages)</p>	<p>Quality of respective plans that highlight:</p> <ul style="list-style-type: none"> •Intended approach; •Compliance with the RFP; •Measures to address project constraints 	20

#	Criteria	Format/page limit	Contents	Marks
	e)Project Safety (4% each, 20% total)			
4	Innovation	5 pages	Workable solutions that could improve the quality of the project	10
5	Local Participation	5 pages	Plan to economically empower Tanzanian citizens	5

Page Limit: Bidders may note that the overall page count of Technical pages of submission shall be a maximum of 100 pages, excluding the diagrams, figures, charts, Curriculum Vitae (CV) and other supporting documents, formatted in Arial with a font size of 10.

Curriculum Vitae should not exceed 5 pages. For each candidate it should give the information as shown in the attached Annex I of this Appendix VII.

The PowerPoint presentation should be a summary of no more than 30 slides. It shall address all the key components and contents as provided in this section. Presentational Appendices may be attached but are limited to 30 pages in length.

Technical Proposal Contents: The sections below include further details of the format and contents for each of the points above. In preparing the proposals it should be recognized that the project continues through the Design, Construction and Operation phases. Therefore, the management, work plans and costing shall address the whole life of the project including the Handover at the termination of the contract period. A change in staffing and some responsibilities may be anticipated after the operations have been seen to be operating appropriately, however the changeover between these divisions of activity should be addressed in the proposal.

Each markable section shall be judged on a 5-point scale with the following attributes;

Comment	Attribute	Percent of available marks awarded
Deficient	Major concerns on a technical approach or material deficiencies in the technical proposal and doubts on workability of the plan. Rarely given.	0%
Poor	Borderline concerns on workability of ideas or appropriateness of staff	40%
Average	Acceptable, staff has right experience, or technical approach would work.	70%
Good	Well-articulated plan. Highly workable in context of Tanzania. The plan or major components of the plan have been successfully implemented by the Bidder in other	85%

	countries or in Tanzania.	
Excellent	Exemplary plan. It is well integrated and articulated. All aspects of the technical proposal fit in seamlessly, approach to addressing anticipated challenges well-articulated and successfully implemented in other countries or in Tanzania.	100%

With a pass-mark of 75%, the Bidders will need to maintain a high proportion of Acceptable or better scores to pass the technical proposal stage.

1. Quality of Management Plan and Staffing

A maximum of 20 pages (excluding charts and CV's) is allowed for this section. The Bidder shall provide an overview of the Bidder's proposed organization structure, roles and responsibilities of key departments for undertaking work and meeting the performance obligations on the project at all stages of the project life. The responsibilities and the reporting to the Parent organizations should also be addressed.

There shall be a Project Director nominated to assume overall responsibility for the works through the Design and Construction phases and the commencement of the Operations phase. This is a key position which shall be reflected in the scoring. He or she may be replaced after the Operations have satisfactorily commenced with a manager more focused on operational issues.

Factors to consider: The Management Plan shall cover the following aspects:

Factors	Description
Management structure and corporate governance measures <i>Total 10%</i>	a. Proposed management structure (5%) <ul style="list-style-type: none"> • Interface between the Project Enterprise and the parent organization, and their responsibilities and support from the parent organization(s). • Organization structure (the key executive team). This should show key management head/ department positions, including the Chief Executive Officer and other heads of departments. b. Corporate governance measures (5%) <ul style="list-style-type: none"> • Board and its sub-committees, and their roles • Suggestions on independent directors and their roles • Specific measures, including but not limited to, financial management, audit, operations, quality assurance, disclosures and stakeholder management.

<p>Relevant experience and qualification of key staff</p> <p><i>8% marks are allocated for qualification, experience and skills of the key personnel.</i></p> <p><i>2% marks are allocated for the number of local staff (extent of local participation)</i></p> <p><i>Total 10%</i></p>	<p>Provide concise Curriculum Vitae (maximum 5 pages) to demonstrate capability for the assigned role as per the format provided in Annex I of this Schedule. The Relevance of the recent project experience to the allocated tasks.</p> <p>Key Staff or outsourced arrangements to include, at the minimum, the following:</p> <ol style="list-style-type: none"> 1. Project Director (3%) 2. Construction Supervision (1%) 3. Operations Management (1%) 4. Environmental Management (1%) 5. Social Management (1%) 6. Stakeholder Engagement and Public Relations (1%) <p>Please also indicate the nature and duration of proposed employment or contract with the Project Company.</p>
--	--

2. Approach to Design and Construction, Operation and Management

The Bidder shall provide details of the preparation of the design that meets the project specification, construction, and operations and management of the Project. The submission shall be in 2 main sub-sections a) and b) as follows.

a. Design and Construction

There is a total page limit of 20 pages for the responses to this section, excluding diagrams and drawings. The first section shall cover **preparation of specified design**. To demonstrate their understanding of the requirement, the Bidder shall provide a preliminary project design brief and preliminary structural specifications for the Project and its structures; this shall include layout plans and drawings of the major project facilities (such as, building, utilities, internal roads, parking, etc.).

Parameter	Reference
1. Ground coverage	-----
2. No of floors	-----
3. Parking slots	-----
4. Size of water closet	-----
5. Size of urinals	-----
6. Size of shower room	-----

Parameter	Reference
7. -----	-----
8. -----	-----

Factors to consider: The preparation of design shall cover the following aspects and have following weights, and overall counts for 10% of marks:

Factors	Description
Preparation of Preliminary Design Brief. 10%	Provide the proposed approach to the project as described in the RFP’s technical material, namely the Site, the design specifications, the scope and the required facilities. a) It shall demonstrate Understanding and Consistency with the RFP; the inclusion of drawings shall aid this demonstration; b) Present any key issues that are foreseen or planned for based on previous experience of similar projects and how these may be managed in this case; c) Present any constraints in implementing the project based on the location or topography, or organizational logistics and how these may be circumvented; d) Provide approaches to ensure the project delivery is cost-efficient at construction and operational stages; e) Incorporates flexibility, aesthetics, energy efficiency and sustainability of the design.

The second part of this section shall cover **Construction**. The Bidder shall provide a Construction Management Plan for undertaking the project construction as per the requirements specified in the PPP Agreement.

Factors to consider: The Construction Management Plan shall cover the following aspects and overall counts for 10% of marks:

Factors	Description
Provide Technical Approach and Work program, with procedures for providing as-built drawings Total 8%	Provide a summary of main features and a detailed time schedule of the proponent’s proposed approach for completing the project as required in the PPP Agreement. a. Prepare a comprehensive description of the major activities, key tasks and milestones to be undertaken through the construction period. b. Identify the timelines for all key tasks and milestones related to the construction of all the project facilities., including relocation, building, utilities (e.g., relocation and protection), road connectivity, drainage systems, lighting system and landscaping; and other significant structures

Factors	Description
	<p>c. Include procedures for process monitoring and reporting and providing as-built information and final details</p>
<p>Management and interface with External parties and factors as listed below</p> <p>Total 2%</p>	<p>Identify all key external stakeholders and describe the overall approach to engaging with them during the project’s development, construction and operations phase.</p> <p>> Provide a <i>strategy to liaise with local authorities</i> during construction phase for activities such as:</p> <ul style="list-style-type: none"> a. Diversion or closure of existing roads; b. Temporary utility and drainage arrangements; c. Plan for coordination with other projects coming up in the vicinity; and d. Identification of new utilities required to be implemented <p>> Provide a strategy for managing <i>issues that arise with the community and all other relevant stakeholders during construction</i>, specifically but not limited to:</p> <ul style="list-style-type: none"> a. Site security; b. Access to private parcels; c. Borrow pit arrangements; d. Crossing of equipment and material across existing roadways and railways; e. Major haul road routes and the arrangements for them; and f. Construction complaints (e.g., noise, road disruption and congestion, waste management). <p>> Provide a strategy and process for <i>utility management</i>:</p> <ul style="list-style-type: none"> a. Identifying the utilities which are required; b. Assessing activities for implementing new utilities; c. Communicating with utility companies; d. Communicating with the relevant ministry and affected utility companies; and e. Implementing the new internal utilities. <p>> Incident management. This will include but not be limited to the following:</p> <ul style="list-style-type: none"> a. Identification of the incidents that can occur on the construction site; b. Categorizing the incidents into high, medium and low impact incidents; and

Factors	Description
	c. Developing a strategy to manage/ mitigate the incidents

b. Proposed Plan for Operation and Management

A maximum of 20 pages is allowed for this section. The Bidder shall provide an Operation and Maintenance Plan that addresses all the work required to be performed to satisfy the Bidder’s obligations, duties and responsibilities during the operations period and achieve compliance with the requirements specified in the PPP Agreement.

Factors to consider for each component: The major topics shall cover the following aspects:

Components	Factors to Consider
<p>The Overall Operations and Maintenance Strategy and Procedures.</p> <p><i>Total 8%</i></p>	<p>a. Strategy for operations of the Project facility, including all the key functions of facility management, such as, cleaning and house-keeping, internal utilities management, safety, security, user interfaces, marketing, revenue collection, complaints register and resolution;</p> <p>b. Periodic inspection and monitoring of the facility and its plant and machinery;</p> <p>c. Strategy for Facility, machinery and equipment maintenance; and</p> <p>d. Hazardous goods spills, incident management and accidents, including the initial assessment and reaction strategy; communication strategies; and dangerous and hazardous goods training for employees and subcontracting staff.</p>
<p>The Annual Maintenance Plan</p> <p><i>Total 2%</i></p>	<p>The Annual Maintenance Plan shall describe the scheduled or periodic maintenance work to be carried out in the following areas:</p> <p>a. Process to identify, schedule, and undertake annual repairs and routine maintenance activities;</p> <p>b. Comprehensive list of annual routine maintenance activities planned to be undertaken during the Project; and</p> <p>c. Process for communication of the annual routine maintenance activity schedule with the Implementing Authority.</p>
<p>The Major Maintenance Plan</p> <p><i>Total 2%</i></p>	<p>The Major Maintenance Plan (such as those activities that will occur once in three or five years) shall cover the following aspects:</p> <p>a. Process to identify, schedule, and undertake major maintenance activities;</p> <p>b. Comprehensive list of major maintenance activities planned to be undertaken during the Project; and</p> <p>c. Process for communication of the periodic maintenance activity schedule</p>

Components	Factors to Consider
	with the Implementing Authority.
The Emergency Response Plan <i>Total 2%</i>	<p>The Emergency Response Plan shall describe the manner and timing of reaction to emergencies to ensure public safety and the protection of property. The Emergency Response Plan shall cover the following aspects:</p> <ol style="list-style-type: none"> a. An activation process for mobilizing crews on short notice in the event of emergencies such as building accidents, fire, flooding, dangerous goods spills failures. Training to be given to staff with respect to emergency response and procedures; b. Communication strategies with the Implementing Authority, the public, the media, local authorities, police, and fire department; and c. An administrative process for collection of costs from accidents from the responsible party.

c. Robustness of Cost Estimates

A maximum of 5 pages is allowed for this section and it carries 6% of marks. The Bidder shall provide key components of its Cost Estimates. **Factors to consider:** The key assumptions shall cover the following aspects:

- a. Capital costs over the years of construction by the categories below;
- b. Year-wise operation and maintenance costs for the years of operation by the categories below;
- c. Short description of major assumptions made.

The Bidder shall only include information in this section that is relevant to assess the Cost Estimates. ***The Bidder shall not disclose, at this Stage (Evaluation of Envelope 2: Technical Bid), the amount of Payment offered to the Implementing Authority or any other information that will be evaluated in the next Stage (Evaluation of Envelope 3: Financial Bid), such as, any capital financing or revenue assumptions. Any Bidder found to have disclosed the Financial Bid parameters shall be liable for disqualification.***

Out of 6% marks for cost estimates, 2% marks are allocated for the extent of use of materials which are locally manufactured, produced or mined

The following Table checks that overall construction related costs are of the right order.

Particular	Year 1	Year 2	Year 3
Civil Works <i>Please specify details of each major component separately.</i>			

•AAA			
•BBB			
•XXx			
Plant and Machinery <i>Please specify details of each major component separately.</i>			
•AAA			
•BBB			
•XXx			
Others 1 <i>(please specify, as required)</i>			
Others 2 <i>(please specify, as required)</i>			
Contingences <i>(please specify, as required)</i>			
Preliminary and Preoperative Expenses <i>(please specify, as required)</i>			
Project Management and Consultancy Expenses <i>(please specify, as required)</i>			
Others 1 <i>(please specify, as required)</i>			
Others 2 <i>(please specify, as required)</i>			
Total Construction Cost			

@ This shall not include the interest during construction or any other financing costs.

The following Table checks that year-wise Operations costs are of the correct and reasonable order as per the table below.

Particular	Year 3	Year 4	Year 5	...	Year 15
Facility operations expenses					
Electricity expenses					

Manpower expenses					
Administrative expenses					
Annual repairs & maintenance expenses					
Periodic/ major maintenance expenses					
Others 1					
Others 2					
Others 3					
Others 4					
Total O&M Costs					

@ This shall not include interest costs, income tax, profits, dividends or any other financing costs.

3. Approach to Quality Management, Environmental and Social Management, Community Engagement and Project Safety and Security.

The Bidder shall provide the above details in four parts, quality management, environmental management, gender and project safety. The content of each of these sections should not exceed 5-7 pages, with overall length to not exceed 30 pages in total.

Factors to consider for each component: The major topics shall cover the following aspects:

Components	Factors to Consider
Quality Management <i>Total 4%</i>	The Bidder shall develop a Quality Management System (QMS) consistent with all of the requirements of the ISO 9001:2008 Standard (and subsequent revisions) ISO Standard covering all stages of the project namely construction, operation, and maintenance. The QMS should include a Project Quality Plan, relevant procedures & standard forms, method statement and Inspection & Test Plan (ITP) etc. The Bidder is required to monitor, update and manage their QMS on an ongoing basis. The procedures will specify the requirement in each stage of work.
Environmental and Social Management <i>Total 4%</i>	The Bidder shall develop an Environment and Social Management System (ESMS) that addresses environment and social management aspects for activities undertaken during pre-construction, construction and operation & maintenance stages and ensures compliance with environmental certificates or other statutory requirements applicable to the Private Party. The Bidder shall conform to all statutory requirements relating to environmental and social management at all times. All applicable Environmental Laws and Codes of Zanzibar and all current national standards established by the Revolutionary Government of Zanzibar and other government agencies for control of

Components	Factors to Consider
	<p>environmental pollutants such as air, water, noise and visual impacts/aesthetics shall be strictly followed for compliance during the design and construction phases.</p> <p>The Bidder highlight its plans for addressing any obligations the Private Party will hold for resettlement or livelihood protection.</p>
<p>Gender Integration</p> <p><i>Total 4%</i></p>	<p>The Bidder needs to highlight its plans for gender integration in the Project. This should address gender integration, covering the participation in and resolution of issues related to women and differently abled persons, and explains how the Bidder plans to consult them and integrate their requirements through specific activities to be undertaken in planning, design, construction and operations of the Project Facility.</p>
<p>Community engagement and Vulnerable Groups</p> <p><i>Total 4%</i></p>	<p>The Bidder needs to highlight its plans for community engagement in the Project. This should address any obligations the Private Party will hold for delivering the projects Community Engagement Plan, paying special attention to the needs of women, differently abled persons and vulnerable groups. The Bidder should explain how information on the project will be shared with the community and how the project will respond to their feedback through activities to be undertaken in planning, design, construction and operations of the Project Facility.</p>
<p>Project Safety and Security</p> <p><i>Total 4%</i></p>	<p>The Bidder shall develop a Safety and Security Plan that ensures the health and safety of personnel involved in the project and the public during the construction and operations period. The Bidder shall take all measures necessary to safeguard the health and welfare of the general public, employees and all other persons entitled to be upon the Site and shall ensure that the Works are carried out in a safe and efficient manner. The Bidder and all persons employed on the Site shall comply in every respect with the provisions of any relevant statutory regulations and/or with the requirements as under Tanzanian Law as may be considered applicable to the Works.</p> <p>A Safety and Security Plan should detail the Proponent’s policies, safety plans, subcontractor and consultants training program policy, and the work site control plan, to ensure the health and safety of personnel involved in the Project and the public. The plan should address the following areas:</p> <ul style="list-style-type: none"> b. Compliance with Tanzanian Law; c. Corporate policy and procedures d. Work zone management strategy; e. Investigation and reporting strategy; and f. Training of employees and sub-contractors.

4. Innovation

In a maximum of Five (5) pages, in this section the Bidder should contain details of proposed innovations. This may include for example the following, but not limited to these items;

- Construction of green building concept and green roofing;
- Installation of automated building and energy saving systems, such as those that could improve the ventilation and lighting levels depending upon needs and time of the day;
- Performance enhancement or cost reduction through use of latest technology, such as solar electricity generation, energy saving devices, and LEDs;
- Building construction based on passive solar concept;
- Provision of wastewater recycling and rainwater harvesting;
- Automated billing and payment collection systems at stalls and building facilities;
- Improve the cost effectiveness of the Project through more effective design and/or use of construction management methods;
- Project phasing (early opening), and earlier service for the public than had been planned;
- Approach to maintenance and use of improved management tools to improve maintenance efficiency and better serve the public;

The scoring shall assess the approaches to the above items, and any other items the Bidder selects, and compare the proposed approach with that implied in the Feasibility Study. The more improvements that are identified with realistic likelihood of improvements, the higher the marks.

5. Local Participation

This section relates to the Bidder’s proposal for including inputs from Tanzanian entities and nationals. A maximum of 5% of marks shall be allocated.

Components	Factors to Consider	Maximum Score
Majority/Full Tanzania Ownership	If the Bidder is owned between 76%-100% by Tanzanian entities or nationals.	5%
Joint Ventures	Following bands of scores will apply if the Bidder is partly owned by Tanzanian entities or nationals: Tanzanian equity ownership: 51%-75% Tanzanian equity ownership: 30%-50% Tanzanian equity ownership: 20%-29% Tanzanian equity ownership: 6%-19%	5% 3% 2% 1%

Schedule 9 - Format of Financial Bid

(This cover letter is to be submitted by the Bidding Company/Lead Member on the company's letterhead.)

To:

[Place + Date]

From: [Name and address of the Bidding Company/Lead Member]

Tel:

Email:

Re: Project located at []

Dear Sir,

Please find below our Financial Bid for the [] Project located at [] (the "Project") in response to the Request for Proposal ("RFP") issued by the [IMPLEMENTING AUTHORITY] ("the Implementing Authority") on [DATE].

We hereby confirm the following:

This Financial Bid is being submitted by [name of Bidder] in accordance with the conditions stipulated in the RFP.

We have examined in detail and understand and agree to abide by all terms and conditions stipulated in the Bidding Documents issued by the Implementing Authority, as amended, and in any subsequent communication sent by the Implementing Authority. Our Financial Bid is consistent with all requirements of submission stated in the RFP and in any subsequent communication sent by the Implementing Authority. Our Financial Bid is as follows:

Financial bid criteria chosen	Payment to/from Implementing Authority
Net Present Value	TZS(amount in figures) TZS(amount in words)
Discount rate (r)	12 % p.a.

We are solely responsible for any errors or omissions in our Financial Bid.

Duly authorized to sign the bid for and on behalf of

[Signature]

Name:

Title:

Date:

Place:

[Name, signature and title of the Authorized Person in whose name a Power of Attorney was issued.]

Annex 1 of Financial Bid: Premium Schedule

		(A)	(D)	(V = A x D)
Year	Payment to/by the Implementing Authority	Amount (TZS)*	Discount factor	Present Value
0	Payment		1.0000	
1	Payment		0.8929	
2	Payment		0.7972	
3	Payment		0.7118	
4	Payment		0.6355	
5	Payment		0.5674	
6	Payment		0.5066	
7	Payment		0.4523	
8	Payment		0.4039	
9	Payment		0.3606	
10	Payment		0.3220	
11	Payment		0.2875	
12	Payment		0.2567	
13	Payment		0.2292	
14	Payment		0.2046	
15	Payment		0.1827	
NPV = Sum of present values of years 0 to 15 in TZS				

* A positive amount is a payment to the Implementing Authority by the Private Party. A negative amount is a payment by the Implementing Authority to the Private Party.

Annex 2 of Financial Bid: Additional Information

[1] Details on the Total Construction Cost			
Particular	Amount (TZS million)	Amount (TZS million)	
Civil Works			
Plant and Machinery			
Others 1			
Others 2			
Others 3			
Others 4			
[A] Total Hard Costs			
Contingences			
Preliminary and Preoperative Expenses			
Interest During Construction			
Project Management and Consultancy Expenses			
Others 1			
Others 2			
[B] Total Soft Costs¹⁴			
[C] Total Construction Cost [A + B]			
[2] Details on the Financing Plan for the Total Construction Cost			
Particular	Amount (TZS million)	Amount (TZS million)	
Proposed Total Investor Equity			
Proposed Loans			
Proposed other source of financing 1			
Proposed other source of financing 2			
Total Sources of Finance			
[3] Funding of the Total Construction Cost over the construction period			
Particular	Year 1	Year 2	Year 3
Proposed Total Investor Equity			
Proposed Loans			
Proposed other source of financing 1			
Proposed other source of financing 2			
Total Sources of Finance			
[4] Key Financial Indicators			
Particular	Value		
Project IRR (%)			
Equity IRR (%)			
Minimum DSCR (times)			
Minimum LLCR (times)			

@ The Bidders are encouraged to provide further additional information as they deem appropriate for supporting their Commercial Proposal quote.

¹⁴ Soft costs shall include Contingencies, Preliminary and Preoperative Expenses, Interest during Construction, Insurance Expenses, Project Management and Consultancy Expenses and any other recurring expenses incurred during the construction period to make the project operational.

[5] Term Sheets or Correspondence from third party financial institutions

All relevant correspondence from third-party financial institutions should be provided. "Term Sheets" and other similar forms of non-binding indicative terms from funders would be sufficient provided that the letters of support show a real likelihood of Financial Close being achieved on the terms proposed.

Annex 3 of Financial Bid: Financial Model

Financial Model: Bidders must provide the computer model used to assess the PPP Project and to derive their financial offer in their Financial Bid as per Schedule 9.

It should have the following **features and capabilities**.

- The financial model should allow the viewer access to all internal formulas, data and assumptions. It should be compatible with Microsoft Excel 2010 or later versions;
- Provides financial projections on a cash basis (cost and revenue projections without accruals and accounting adjustments) on an annual basis from Financial Close until the end of the Agreement Period;
- Is expressed in Tanzanian nominal shillings;
- No sheets or cells should be hidden or password protected. Calculations should flow down and to the right. Calculations should be sufficiently disaggregated so that they can be followed logically on screen (without examining the contents of cells) or on paper;
- Cells that import data from other sheets or calculation areas should not include calculation; Cells containing hard-coded entry should be coloured yellow;
- Financial statements should not include formulas other than mathematical signs;
- Tabs that feed the financial statements should be highlighted;
- The model calculations should reconcile to other cost information provided by Bidders; and
- Contains a schedule of payments to or from the Implementing Authority, and the expected date of payments and identifying where applicable amounts to be paid to or by the Implementing Authority.

It should have the following **contents**:

- An Index Sheet summarizing the contents of the various tabs in the model;
- A Key Input Output Sheet summarizing the critical input variables and key financial indicators;
- A detailed assumptions sheet for the Project timelines, construction cost assumptions, O&M cost assumptions, revenue assumptions, financing assumptions, depreciation assumptions, taxation assumptions and other relevant assumptions;
- Working sheets showing projection of construction costs, financing of construction costs, projections of usage and revenues from various sources, schedules for debt, income tax and depreciation;
- Key Financial Statements including the Income Statement, the Cash flow Statement and the Balance Sheet presented in accordance with internationally accepted accounting principles; and
- Key Financial Indicators sheet including but not limited to Project IRR, Equity IRR, NPV of Project, NPV of Equity, Minimum DSCR, Minimum PLCR and Minimum LLCR.

Bidders are solely responsible for risk of errors, accuracy, omissions, defects and deficiencies in their Financial Model. The Implementing Authority will not be verifying the accuracy of the model or otherwise accepting any risk associated with the Financial Model.

Assumptions Book: The Bidder should provide sufficient details in an assumptions book for a duplicate Financial Model to be constructed. The assumptions book should cover the following areas:

- Capital and operating cost schedules;
- A summary of the Indicative Financing Plan, including a breakdown of all fees and costs of the financing;
- Assumptions for Usage Forecast and Revenue projections;
- Macro-economic assumptions;
- Taxation assumptions;
- Accounting policies and depreciation rates;
- Proposal development costs; and
- All other assumptions required to construct the Financial Model.

The assumptions book should reconcile with the Financial Model. If the assumptions detailed in the assumptions book are not consistent with the assumptions in the Financial Model, the Implementing Authority may require the Bidder to change the Financial Model to reflect the assumptions book.

Instructions Manual: The instruction manual should explain the functionality of the Financial Model and how it is structured. It should provide sufficient details to allow the Implementing Authority to change inputs and vet the operation and functioning of the Financial Model.

Schedule 10 - Format for Clarifications / Amendments in the Bidding Documents

No.	Document Name	Clause No.	Existing Provision	Clarification Required*	Suggested Text for Amendment*	Rationale for the Clarification or Amendment

* Select and fill in either column

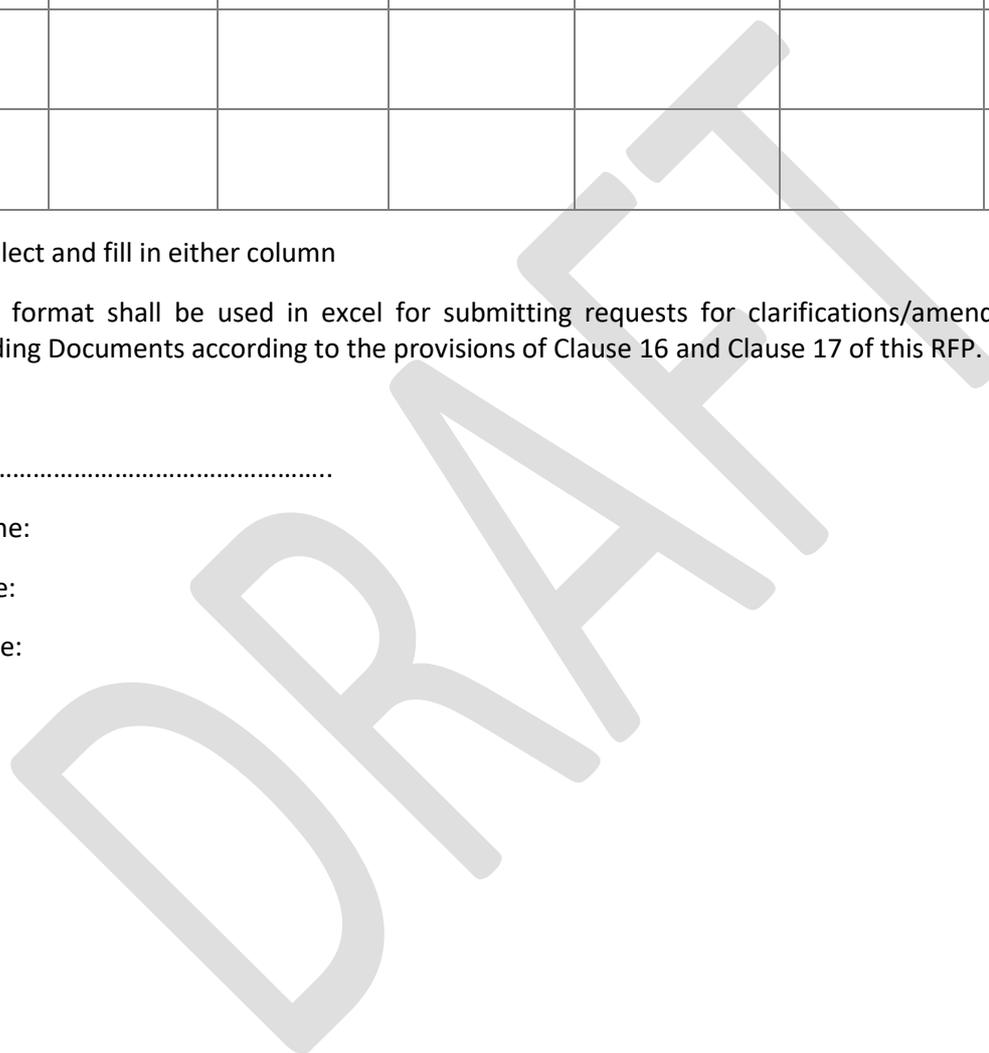
This format shall be used in excel for submitting requests for clarifications/amendments on the Bidding Documents according to the provisions of Clause 16 and Clause 17 of this RFP.

.....

Name:

Date:

Place:



Schedule 11 - Declaration of Undertaking

We, [Name of Lead Member], understand the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract.

We also understand the importance of adhering to minimum social standards ("Core Labour Standards") in the implementation of the Project. We undertake to comply with the Core Labour Standards ratified by the United Republic of Tanzania.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the United Republic of Tanzania.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding for the client, the client is entitled to exclude our company/ the Consortium from the procurement procedure and, if the contract is awarded to our company/ the Consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

SIGNED and DELIVERED at

by the said **[LEAD MEMBER]** who is

known to me personally/introduced to me

by.....

the latter being

known to me personally in my presence thisday of[20..].

[LEAD MEMBER]

BEFORE ME:

Name:

Signature:

Address:

Qualification:

DRAFT

Schedule 13 - Data Sheet

PROJECT INFORMATION

Note:

This schedule is project and sector-specific and would vary from one project to another. The sector-specific variations for RFQ, RFP and PPP Agreement have been prepared for projects in sectors of public markets, bus terminals/daladala terminals and abattoirs. Request you to kindly refer the document on sector-specific variations. The framework provided under the sector-specific variations will need to be filled up by the Implementing Authority and included here before releasing the bidding documents to the bidders.

Current facilities

Project Information and proposed facilities

Current user charges

Proposed user charges

Increment in user charges

Relocation (if required)

Schedule 14 - Output Specifications

Note:

This schedule is project and sector-specific and would vary from one project to another. The sector-specific variations for RFQ, RFP and PPP Agreement have been prepared for projects in sectors of public markets, bus terminals/daladala terminals and abattoirs. Request you to kindly refer the document on sector-specific variations. The framework provided under the sector-specific variations will need to be filled up by the Implementing Authority and included here before releasing the bidding documents to the bidders.

Scope of the project

Project scope – Illustrative

Output specifications of the project

Facility	Output specifications
-----	-----
-----	-----
-----	-----
-----	-----

Minimum design specifications of the project

Facilities	Design specifications
-----	-----
-----	-----
-----	-----

Input specifications for the project
