

[Implementing Authority]¹

REQUEST FOR QUALIFICATION (RFQ)

FOR []² PROJECT

in [Location]³

[DATE]

NOTE:

This RFQ has been prepared as a simplified, standardized version of a “normal” RFQ 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 RFQ 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 the name of Implementing Authority.

² Insert the name of the Project.

³ Insert the location of the Project.

NOTE:

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

1. An Introduction;
2. The Instruction to Applicants;
3. The Evaluation Criteria
4. A Standardized Letter of Application; and
5. Information Forms attached as Schedules for the Implementing Authority and Applicants to complete.

Section 1: Introduction

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

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

Section 2: Instruction to Applicants

This Section provides the Instruction to Applicants that will apply for this RFQ. It provides relevant information to help Applicants prepare their Application for Qualification (AFQ). Information is also provided on the submission, opening, and evaluation of AFQs and on shortlisting of qualified Applicants.

Section 3: Evaluation Criteria

This Section contains the criteria that must be applied by the Implementing Authority for the short-listing of bidders.

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

Section 4: Schedules

This section contains Project specific information to be completed by the Implementing Authority and the format for submission of the AFQ. Schedule 1 should be completed by the Authority. It allows the Implementing Authority to define clearly the objectives, goals, and scope of the PPP Project and provides background information to enable the Applicants to prepare the AFQ. It also includes the tender timeline and related deadlines. The remainder of the Schedules should be completed by the Applicants. They contain a standardized letter of application, the details of the Applicant, the Applicant's technical and financial capacity and undertakings of the Applicants on anti-bribery, anti-money laundering etc.

TABLE OF CONTENTS

Section 1 – Introduction	8
1 Purpose of Issuing the RFQ	8
2 Brief Description of Bidding Process.....	9
Section 2 – Instructions to Applicant	10
1 Scope of Application	10
2 Eligibility of Applicants.....	10
3 Site Visit and verification of information	11
4 Contents of the RFQ.....	12
5 Clarifications.....	12
6 Amendments.....	12
7 AFQ Preparation Costs.....	13
8 Application Language.....	13
9 Format and Signing of Application	13
10 Sealing and Marking of Application	13
11 Application Submission Deadline	14
12 Modifications/Substitution/Withdrawal of AFQs.....	14
13 Opening and Evaluation of AFQs	14
14 Confidentiality	15
15 Clarification	15
16 Qualifications and Bidding	15
Section 3 – Evaluation Criteria.....	18
1 Documents Comprising the Application	18
2 Test of Responsiveness.....	18
3 Evaluation Criteria	18
4 Documents	23
Section 4 – Schedules.....	25
Schedule 1 – Project Information	26
Schedule 2 – Procurement Timelines.....	28
Schedule 3 – Letter of Application	29
Schedule 4 – Applicant Information.....	30
Schedule 5 – Consortium Member Information	31
Schedule 6 – Financial Capacity.....	33
Schedule 7 – Experience in design	34
Schedule 8 – Experience in Construction	35
Schedule 9 – Operating Experience	36
Schedule 10 – PPP Experience	37
Schedule 11 – Organizational Structure of Applicant	38
Schedule 12 – Power of Attorney for Signing of Application and Bid	39
Schedule 13 – Power of Attorney for Lead Member of Consortium	40
Schedule 14 – Consortium Agreement.....	41
Schedule 15 – Undertaking by Applicant on Anti-Bribery, Anti-Money Laundering Policy, Code of Conduct and Compliance Programme	48

Disclaimer

The information contained in this Request for Qualification (RFQ) document or subsequently provided to Applicants, 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 Applicants on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Implementing Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the 'Application'). This RFQ includes 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 Applicant may require. This RFQ 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 RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore 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 this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) 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 Applicant or 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 this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

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

The issuance of this RFQ does not imply that the Implementing Authority is bound to select and short-list pre-qualified Applications for Bid Stage or to appoint the selected Bidder for the Project and the Implementing Authority reserves the right to reject all or any of the Applications or Bids or otherwise discontinue the process without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. All such costs and expenses will remain with the Applicant 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 an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

DRAFT

Definitions

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

AFQ means application for qualification.

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 Government authority which has appropriate jurisdiction.

Applicant(s) means a party/ consortia that make an application for qualification in accordance with the provisions of this RFQ.

Application as defined in the Disclaimer.

Application Due Date means the date specified in Schedule 2 of Section 4 as the last date for submission of the Application.

Base Case Financial Model means the original version of the financial model containing assumptions agreed between the Parties as the base case in effect as from the Effective Date of the PPP Agreement.

Bid Stage means the second stage of the Bidding Process.

Bidders mean a list of shortlisted Applicants following the AFQ.

Bidding Documents means the RFQ, the draft PPP Agreement or any Addenda issued by the Implementing Authority in accordance with the terms of this RFQ, the Information Memorandum and any other documents provided by the Implementing Authority pursuant to this RFQ, as such documents may be modified, altered, amended and clarified from time to time by the Implementing Authority.

Bidding Process means the two-stage bidding process adopted by the Implementing Authority explained under Clause 2 of Section 1.

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

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

Bid Stage means the second stage of the Bidding Process.

Capital Cost means the fixed expenses incurred to acquire, upgrade and maintain physical assets such as land, property, industrial buildings, plant and machinery, electrical works, common utilities etc., in order to bring the Project to a commercially operable status as reflected in the finalized Base Case Financial Model.

Clause means a clause of this RFQ.

Consortium means any group of entities that have formed an association by fulfilling the requirements set out in the RFQ, for the purpose of submitting a Bid and for implementing the Project, if such association is declared as the Successful Bidder.

⁴ The amount of Bid Security could be kept at ~ 0.15% - 0.25% of the Capital Cost of the Project

Consortium Agreement means the binding agreement to be executed between Consortium Members in the form set out in Schedule 14. **Financial Year** means the period from 1 January to 31 December of any year.

Implementing Authority means the [name of the implementing authority].

Material Adverse Effect means an effect that increases costs or reduces revenues by an amount equal to 1% of the Capital Cost.

Member(s) means a member or members of a Consortium.

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.

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.

PPP means Public Private Partnership.

PPP Agreement means the written agreement between the Implementing Authority and the private party to implement the Project.

Project means the PPP Project to be carried out by the private party in accordance with the PPP Agreement.

Qualification Stage means the first stage of the Bidding Process

RFP means Request for Proposal.

RFQ means Request for Qualification.

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

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

Tender Board means the working group established by the Implementing Authority in accordance with the Applicable Law to carry out the PPP procurement.

ZPPDA means the Public Procurement and Disposal of Public Assets Authority located at Maziaini.

Section 1 – Introduction

1 Purpose of Issuing the RFQ

- 1.1 The purpose of issuing the RFQ is to enable the Implementing Authority to qualify interested Applicants who wish to be involved in the PPP, by assessing whether the interested Applicants fulfil the Implementing Authority's requirements as set out in Section 3 of this RFQ.
- 1.2 It is intended that the RFQ and subsequent processes be conducted in a transparent and open manner. This will ensure that the Implementing Authority's objectives for initiating the PPP are achieved and value for money objectives met. The qualification process will identify a shortlist of qualified Applicants, who will be asked to submit detailed functional and price information in a later bid process.
- 1.3 The objectives of the RFQ include ensuring that those interested Applicants who qualify:
- (a) have the financial prerequisites; and
 - (b) have an established track record in the development and operation of a similar Project so as to enable the interested Applicant to successfully manage the PPP.
- 1.4 In evaluating the Applicants, the Authority should ensure that there is a margin of preference as follows:
- (a) for a local PPP investor = 5%;
 - (b) for foreign investors the margin of preference depends on the input of foreigners i.e. 50-70% foreign ownership = 6% margin of preference; 25-49% = 8%; and 0-24% = 10%; and
 - (c) the investors must register with the ZPPDA in order to qualify for the margin of preference.
- 1.5 Any Applicant should ensure that it will promote the provision of goods and services by Zanzibar entrepreneurs, training and technology transfer, employment of Zanzibar's and taking part in corporate social responsibility activities.
- 1.6 In line with the margin of preference and in a bid to promote local participation, any organisation wishing to carry on economic activities in Zanzibar must register with National Economic Empowerment Council and must among other things, prepare and submit performance reports on economic activities and create employment for disadvantaged persons such as persons with disabilities and women in Zanzibar.
- 1.7 An online data room has been established to provide background information to potential bidders. This includes standard building design plans, which bidders will be allowed to refine through the bidding process and other details during the bidding process. The data room also includes a stock-take of total number of beneficiaries, types of beneficiaries, daily or monthly fees currently being paid by them, the current services they are availing of, existing Project location, and

connectivity to the proposed location. The data room can be accessed online at [www....].

2 Brief Description of Bidding Process

The Implementing Authority has adopted the “Bidding Process” for selection of a successful bidder for award of the Project. The Qualification Stage involves qualification of Applicants that make an AFQ in accordance with the provisions of this RFQ. At the end of this stage, the Implementing Authority shall announce a shortlist of pre-qualified Applicants who shall be eligible for participation in the Bid Stage.

(a) Qualification Stage

Qualification of Applicants shall be in accordance with the Applicable Law. The Implementing Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid documents at any stage of the Bidding Process.

In this stage, Applicants are required to furnish the information specified in this RFQ.

(b) Bid Stage

The Bidders will be called upon to submit their Bids in accordance with the RFP. The Bidder will be required to deposit along with its Bid, a Bid Security which will be specified in the RFP.

Generally, the selected Bidder shall be the highest ranked Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited for negotiation in case the highest Bidder withdraws or is not selected for any reason.

In the event that none of the other Bidders meet the minimum requirements, the Implementing Authority may, at its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

Section 2 – Instructions to Applicant

A. General requirements

1 Scope of Application

- 1.1 The Implementing Authority wishes to receive Applications for Qualification (AFQ) in order to shortlist experienced and capable Applicants for the Bidding Stage.
- 1.2 Shortlisted Applicants may be subsequently invited to submit the Bids for the Project.

2 Eligibility of Applicants

- 2.1 The term “Applicant(s)” used herein would apply to both a single entity and a Consortium.

- (a) The Applicant for qualification may be a single entity or a Consortium, coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be a member of another Applicant Consortium. For the purpose of RFQ evaluation, the strengths of maximum three members will be evaluated. If there are more than three members, then the additional members would not be evaluated for the purpose of qualification.
- (b) An Applicant may be a natural person, private entity, non-government organisation or any combination of them (which is not in the public sector as defined in the PPP Act) with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2 below.
- (c) Any entity (the Applicant or any member of the Consortium) which has been sanctioned by any Government department, agency, institution, ministry and entity in which the Government is a shareholder or an international organisation shall not be eligible to submit an application, either individually or as a member of a Consortium.

- 2.2 Conflict of Interest: An Applicant shall not have a conflict of interest that affects the Bidding Process. Any Applicant found to have a conflict of interest shall be disqualified. An Applicant may be considered to have a conflict of interest that affects the Bidding Process, if:

- (a) Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or

- (d) such Applicant has the same legal representative for purposes of the AFQ as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) such Applicant has participated as a consultant to the Implementing Authority in the preparation of any documents, design or technical specifications of the Project, or
- (g) Any legal, financial or technical adviser of the Implementing Authority in relation to the Project is engaged by the Applicant in any manner for matters related to or incidental to the Project.

3 **Site Visit and verification of information**

3.1 While it is not mandatory, the Applicants are encouraged to submit their respective AFQ after visiting the Project Site and ascertaining for themselves the Site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for implementation of the Project, weather data, Applicable Law and any other matter considered relevant by them. In relation to Site visits, the following procedure shall be observed:

- (a) Requests for Site visits shall be submitted to the Implementing Authority as per the following contact details
[Implementing Authority's Contact Person, Contact Details],
- (b) The requests for Site visits shall be sent in writing, via post or by fax or email, no later than [Date],
- (c) The Implementing Authority shall endeavour to arrange the Site visit when requested but nothing shall be taken or read as compelling the Implementing Authority to arrange such visit at any specific time.

3.2 It shall be deemed that by submitting the AFQ, the Applicant has:

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Implementing Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Implementing Authority relating to any of the matters referred to in Clause 3.1 above; and
- (d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

3.3 The Implementing Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding

Process, including any error or mistake therein or in any information or data given by the Implementing Authority.

B. Documents

4 Contents of the RFQ

4.1 This RFQ comprises the sections as listed below, and any Addenda issued in accordance with Clause 5.1.

- (a) Section 1: Introduction
- (b) Section 2: Instructions to Applicant
- (c) Section 3: Evaluation Criteria
- (d) Section 4: Schedules

5 Clarifications

5.1 Applicants requiring any clarification on the RFQ may notify the Implementing Authority in writing, via post or fax or email, at [insert relevant address]⁵. The Implementing Authority will respond in writing via email to any request for clarification if received at least [14] working days prior to the deadline for submission of the AFQ. In addition, the Implementing Authority shall post the clarifications on its website [www....] for the benefit of all prospective Applicants.

5.2 The Implement Authority may also, on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. The Implementing Authority will post on its website [www....] all the clarifications and interpretations to the Applicants. All clarifications and interpretations issued by the Implement Authority shall be deemed to be part of the RFQ.

5.3 The Implementing Authority will organize the clarification response procedure. The Implementing Authority shall forward copies of its response to all those Applicants, including a description of the enquiry but without identifying its source

5.4 All clarifications and interpretations issued by the Implementing Authority in writing shall be deemed to be part of the RFQ.

5.5 Should the Implementing Authority deem it necessary to amend the RFQ as a result of a clarification, it shall do so following the procedure in Clause 6 below.

6 Amendments

6.1 At any time prior to the deadline for submission of AFQ, the Implementing Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of addenda.

6.2 Any addendum thus issued will be uploaded on its website [www....] and an electronic copy will be sent by the Implementing Authority to each Applicant at the email address provided by such Applicant, no later than 7 (seven) days after its issuance.

⁵ Insert Implementing Authority's address.

6.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Implementing Authority may, at its own discretion, extend the deadline for submission of the AFQ.

C. Preparation and Submission of AFQ

7 AFQ Preparation Costs

The Applicants shall be responsible for all costs associated with the preparation of their AFQ and their participation in either the Qualification Stage or the bid stage. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

8 Application Language

The AFQ, as well as all correspondences and documents relating to the application shall be written in the English language, with the exception that any pre-printed information (e.g. brochures) submitted by the Applicant may be written in another language, provided that it is accompanied by a certified translation of its pertinent passages in English (and the English translation of these passages shall prevail). Documents in any other language may not be considered.

9 Format and Signing of Application

9.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those AFQ that are received in the required formats and complete in all respects. Incomplete and /or conditional AFQ shall be rejected.

9.2 The Applicant shall prepare one original set of the documents comprising the AFQ (together with originals/ copies of documents required to be submitted along therewith pursuant to sub-Clause 10.2 of this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit two copies of the AFQ marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

9.3 The original and all copies of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized. The name and position held by each person signing the authorization must be typed or printed below the signature

10 Sealing and Marking of Application

10.1 The Applicant shall submit the AFQ in the format specified in Section 4 of this RFQ, and seal it in an envelope and mark the envelope as "APPLICATION FOR QUALIFICATION FOR...."

10.2 The envelope shall contain:

- (a) AFQ in the prescribed format in Section 4 of this RFQ along with supporting documents;
- (b) a Power of Attorney in the prescribed format in Section 4 of this RFQ authorising the signatory of the AFQ to commit the Applicant;

- (c) a copy of the Consortium Agreement, in case of a Consortium in the format at Section 4 of this RFQ;
- (d) copy of Memorandum and Articles of Association, if the Applicant/ Consortium member is a body corporate, and if a partnership then a copy of its partnership deed; and
- (e) copies of Applicant' s/ each Consortium member' s duly audited balance sheet and profit and loss account for the 3 years preceding the Application Due Date.

10.3 If the envelopes are not sealed and marked as instructed above, the Authority shall consider such an AFQ as non-responsive and shall reject it accordingly.

11 Application Submission Deadline

11.1 AFQs must be received by the Authority at the address specified in Schedule 2 of Section 4 and no later than the Application Due Date.

11.2 The AFQ may be hand delivered or posted by registered mail or sent by courier. The Authority shall, on request, provide the Applicant with a receipt showing the date and time when the AFQ was received.

11.3 The Authority may, at its discretion, extend the deadline for the submission of Applications by amending the RFQ in accordance with Clause 6 above, in which case all rights and obligations of the Authority and Applicants previously subject to the deadline shall thereafter be subject to the deadline as extended.

11.4 Applications received by the Authority after the specified deadline for submission shall be declared late shall not be eligible for consideration and shall be returned unopened to the Applicant.

12 Modifications/Substitution/Withdrawal of AFQs

12.1 The Applicant may modify, substitute or withdraw its AFQ after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Application Due Date. No AFQ shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

12.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with this Clause 12, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

12.3 Any alteration/ modification in the AFQ or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. Evaluation Process

13 Opening and Evaluation of AFQs

13.1 The Authority shall open the AFQs immediately after the deadline for submission, at the place specified in Schedule 2 of Section 4 and in the presence of the Applicants who choose to attend.

13.2 AFQs for which a notice of withdrawal has been submitted in accordance with Clause 12 shall not be opened.

13.3 Prior to evaluation of AFQs, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An AFQ shall be considered responsive only if:

- (a) it is received by the Application Due Date including any extension thereof pursuant to Clause 11.3;
- (b) it contains all the information (complete in all respects) as requested pursuant to Clause 10.2 above; and
- (c) it does not contain any condition or qualification.

13.4 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

14 **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the AFQ, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory body that has the power under Applicable Law to require its disclosure or to enforce or assert any right or privilege of the statutory body and/ or the Authority.

15 **Clarification**

15.1 To facilitate evaluation of AFQs, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its AFQ. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.

15.2 If an Applicant does not provide clarifications sought under Clause 15.1 above within the prescribed time, its AFQ may be rejected. In case the AFQ is not rejected, the Authority may proceed to evaluate the AFQ by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. **Qualification and Bidding**

16 **Qualifications and Bidding**

16.1 After the evaluation of AFQs, the Authority will announce a list of qualified Applicants ('Bidders') who will be eligible for participation in the Bid Stage. At the same time, the Authority will notify in writing the other Applicants that they have not qualified.

- 16.2 Only pre-qualified Applicants shall be issued the RFP to prepare and submit their proposals for the Project.
- 16.3 All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their AFQ. The Authority will not return any AFQ or any information provided along therewith.
- 16.4 It is the Revolutionary Government of Zanzibar's policy to require that Authorities and Employers (including beneficiaries of public funds), as well as Applicants/suppliers/contractors under PPP or public funded contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Revolutionary Government of Zanzibar:
- (a) will not accept an Authority's application for approval if it determines that the Applicant recommended for shortlisting has engaged in corrupt or fraudulent practices in competing for the Project in question; and
 - (b) will declare an Applicant ineligible, for a period of ten years, to be awarded a PPP contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for, or in executing, any PPP or public funded contract.

For the purpose of this provision, the terms "*corrupt practice*" and "*fraudulent practice*" are defined as follows:

- (i) "*corrupt practice*" means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution.
- (ii) "*fraudulent practice*" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among Applicants, prior to or after submission designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition; and
- (iii) "*collusive practices*" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the *Authority* for the purpose of influencing improperly the action or a part or in connection with public procurement or government contracting or in furtherance of a corrupt practice or a fraudulent practice.

- 16.5 The Revolutionary Government of Zanzibar reserves the right, where the Applicant has been found by a national or international entity to have engaged in corrupt or fraudulent practices to declare that such Applicant is ineligible, for a stated period of ten years, to be awarded a PPP or any public funded contract.

F. Review of Procurement Decision

An Applicant who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed by an Implanting Authority in the course of

these procurement proceedings may seek a review to the ZPPDA in accordance with the Applicable Laws.

DRAFT

Section 3 – Evaluation Criteria

1 Documents Comprising the Application

1.1 The AFQ by the Applicant includes the Schedules at Section 4 and supporting documentation.

2 Test of Responsiveness

2.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:

- (a) it is received in accordance with the format set out in Schedule 3;
- (b) it is received by the Application Due Date, including any extension if required;
- (c) it is signed, sealed, bound and marked;
- (d) it is accompanied by the Power of Attorney specified in Schedule 13;
- (e) it contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) it contains information in formats as specified in this RFQ; and
- (g) it does not contain any exceptions or qualifications.

3 Evaluation Criteria

3.1 The following evaluation criteria will be used in the evaluation of the Applicant's submission:

- (a) General requirements;
- (b) Financial capacity; and
- (c) Technical experience.

3.2 Exchange rate: For conversion of foreign currencies to US Dollars, the rate of conversion shall be based on the exchange rate to US Dollar at the official selling rate prevailing seven working days before the date of opening the bids specified in the RFQ as notified by the Bank of Tanzania (Bank of Tanzania website available at <https://www.bot.go.tz/>).

3.3 *General Requirements:*

3.3.1 The general requirements with respect to the Applicant are clearly stated in Clause 2 of Section 2. Whether the Applicant has met the general requirements will be decided upon a review of the following documents:

- (a) Copy of legal entity's or consortium member's state registration certificate or a certificate of incorporation or a document which certifies that the legal entity is duly incorporated; and
- (b) Authorisation of Applicant's representative.

3.3.2 In addition, the Applicant would be required to submit the below-mentioned documents. Failure to submit these documents would lead to disqualification:

- (a) Declaration that the Applicant will comply with all Zanzibar's regulatory obligations;
- (b) Tax compliance certificate (or equivalent from the respective jurisdiction), issued by relevant tax authorities, that confirms all statutory taxes relevant to the business or company;
- (c) Tax Identification Number (TIN) certificate or equivalent document from the respective jurisdiction;
- (d) Confirmation that there are no on-going legal proceedings, which would adversely affect the bidding process. Additionally, the Applicant needs to disclose any ongoing litigation of a commercial nature or otherwise, if any. For this a self-disclosure format would be provided;
- (e) A business licence (or equivalent) issued by a government agency that allows the Applicant to conduct business legally, within the government's geographical jurisdiction; and
- (f) Constitutional documents to indicate the business entity's objectives and governance, such as the memorandum and articles of association of the company or equivalent documents in case of non-corporate entity.

3.4 *Financial Capacity:*

3.4.1 The Applicant must satisfy the minimum Net Worth⁶ equivalent of TZS []⁷ at the close of the preceding Financial Year. In fulfilling this condition, the Applicant must meet the following requirements:

- (a) In case the Applicant is a single entity, then it would need to individually fulfil this requirement; or
- (b) In case the Applicant is a consortium, then the Lead Member shall have a minimum Net Worth equivalent of TZS []⁸ and each of the other financially significant Members of the Applicant shall have a minimum Net Worth of TZS []⁹ at the close of the preceding Financial Year. In addition, the Net Worth of the Applicant will be computed as the weighted average of the net worth of each member, with weights equal to their proposed equity stake in the PPP Project company.

3.4.2 The Applicant should not have incurred a Loss¹⁰ on a cumulative basis during the last 5 (five) Financial Years. In case of a consortium, all members whose Net Worth

⁶ Net worth has been adopted as the criterion for assessing financial capacity since it is a comprehensive indication of the financial strength of the Applicant. Net worth of an Applicant shall be calculated as Net Worth = (owners' equity capital + reserves) less (revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders + intangible assets + accumulated losses not written off).

⁷ The net worth to be at least 25% of the project cost of the proposed PPP.

⁸ The Lead Member should individually meet the requirement of at least one-fourth of the Applicant Net Worth requirement.

⁹ In order for other members to be financially significant in the consortium, they must have a Net Worth of at least 10% of Applicant Net Worth requirement.

¹⁰ The Applicant and its constituent members should not be under financial duress.

is being assessed should not have individually made a loss on a cumulative basis during the last 5 (five) Financial Years.

3.5 Grading: The Applicant will be graded as “Pass” or “Fail” considering the evaluation criteria mentioned above.

Technical Experience

Evaluation Methodology

The Experience of the Applicants will be measured using a scoring system with maximum score of 100%. The evaluation will be carried using the indicators of Table 1 below

Table 1

Number	Indicator	Weighting
1	Experience in the Design and Construction of Infrastructure and other Projects	35%
2	Experience in the Delivery of PPP Projects	35%
3	Operations & Maintenance Experience	30%
4	Experience in Raising Finance	20%
5	Local participation	5%

Each criterion will be graded and a corresponding score will be allocated on a scale of 0 to 100 as described in Table 2. The factors provided in the table will be used in the determination of the score.

The total score is obtained by the summation of the scores obtained for each criterion as mentioned in Table 2 and will have a maximum value of 100. To be acceptable, the Applicant must have obtained a minimum total score of 60. Additionally, an Applicant with no experience in either the design or construction of major infrastructure projects (Indicator 1 in Table 2) or in operations and maintenance (Indicator 3 in Table 2) would be disqualified and its score for technical capacity will not be calculated further.

Table 2

Indicator	Evaluation Criteria	Scoring criteria
1. Experience in the Design and Construction of Infrastructure and other Projects	<ul style="list-style-type: none"> The Project’s minimum size (construction cost) should be equal or more than the size of the proposed PPP Project, and should have achieved completion of construction in the last 10 years. The Applicant or a consortium member of the Applicant must have performed either as a design-build contractor or engineering procurement construction contractor or as a 	<ul style="list-style-type: none"> 1 Project – 20 marks 2 Projects – 25 marks 3 Projects – 30 marks 4 Projects – 35 marks

	Developer. ¹¹	
2. Experience in the Delivery of PPP Projects	<ul style="list-style-type: none"> • The PPP Project's minimum size (construction cost) should be equal or more than the size of the proposed PPP Project, and should have achieved completion of construction in the last 10 years. • Track-record of meeting service standards including key-performance indicators .Experience in establishing and operating an effective integrated management system • Evidence of innovation and best value in design, construction and operation • Evidence of experience in the engagements of the community and other stakeholders, managing public relations. 	<ul style="list-style-type: none"> • 1 PPP Project – 1 mark • 2 PPP Projects – 3 marks • 3 or more PPP Projects – 5 marks
3. Operations & Maintenance Experience	<ul style="list-style-type: none"> • Evidence of experience in managing Projects of similar nature for a minimum period of five years. • Approach proposed by Applicant demonstrates understanding of whole life cycle approach to lifecycle approach to assets management including need for adequate preventive maintenance to achieve design life • Good safety record in the conduct of operations and maintenance as evidenced by the accident record 	<ul style="list-style-type: none"> • 1 Project – 20 marks • 2 Projects – 25 marks • 3 Projects – 20 marks • 4 Projects – 35 marks
4. Experience in Raising Finance	<ul style="list-style-type: none"> • Value of financeraised for real estate, infrastructure or industrial Projects on a cumulative basis in the last five years \$ []¹² 	<ul style="list-style-type: none"> • 1 time the Capital Cost - 10 marks • 2 times the Capital Cost - 15 marks • 3 times or more -

¹¹ Experience of developing means, as an equity promoter who has the management control of the project or as the key project sponsor with equity investment of at least 10% of the project cost of the showcased project that is similar in size to the proposed PPP Project. Only projects that have achieved completion of construction shall be considered.

¹² The amount to be equivalent to Capital Cost.

		20 marks
5. Local participation	<ul style="list-style-type: none"> • This section relates to the Applicant's application, including inputs from Zanzibar entities or Zanzibaries • Plan to economically empower Zanzibaries • Applicant is owned fully/majorly by Zanzibar entities or Zanzibaries <p>OR</p> <ul style="list-style-type: none"> • Applicant is partly owned by Zanzibar entities or nationals 	<p>Margin of preference (MOP) under National and International competitive tendering for local PPP investor, association of local and foreign PPP investors as follows:</p> <p>Zanzibar equity ownership in the range of:</p> <ul style="list-style-type: none"> • 75% - 100% - 5 marks • 74% - 50% - 4 marks • 25% - 49% - 3 marks • 10% - 24% - 2 marks • 6% - 9% - 1 marks

In case of a Consortium, the combined technical capacity of all members should satisfy the above conditions of eligibility.

3.6 Strengths of Associate

3.6.1 In computing the Net Worth or the Technical Experience of the Applicant or the consortium member under Clauses 3.4 and 3.5, the Net Worth or the Technical Experience of their respective Associates would also be eligible hereunder.

3.6.2 For purposes of this RFQ, Associate means, in relation to the Applicant or the consortium member, a person who controls, is controlled by, or is under the common control with such Applicant or the consortium member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, 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.

3.6.3 A certificate from a qualified external auditor who audits the book of accounts of the Applicant shall be provided to demonstrate that a person is an Associate of the Applicant.

3.6.4 The following conditions shall be adhered to while submitting an Application:

- (a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes

is insufficient. Alternatively, the Applicant may format the prescribed forms making due provision for incorporation of the requested information; and

- (b) Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. It is hereby clarified that only the Applicant or, if so specified by the Applicant, the Associate, shall be evaluated for the Technical Experience and/or Financial Capacity. In no circumstances shall the experience of an Applicant and the Associate be considered jointly.

4 Documents

Documents for Financial and Technical Capacity

4.1 The Applicant to attach documents regarding financial and technical capacity as mentioned below along with the documents mentioned in Schedule 6 (Financial capacity)

- (a) Certificate(s) from its statutory auditors or the concerned client(s) stating the experience of the Applicant, as the case may be, during the past 5-10 years in respect of the points related to Projects specified in Table 2 above. If a particular job/contract has been executed by the Applicant as part of a consortium, the Applicant should provide a certificate from its statutory auditor or the concerned client describing the extent of the involvement of the Applicant in that particular job/contract;
- (b) Certificate(s) from its statutory auditors specifying the Net Worth of the Applicant, as at the close of the preceding Financial Year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause 3.4. For the purposes of this RFQ, Net Worth (the "Net Worth") shall mean the sum of owners' equity capital and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off, reserves not available for distribution to equity shareholders, intangible assets if any and accumulated losses not written off;
- (c) Where relevant, certificate from its statutory auditors certifying the equity held by an Applicant in any Associate for the purposes of this RFQ; and
- (d) The Applicant or its constituent Consortium Members shall attach copies of the balance sheets, financial statements and annual reports for five (5) years preceding the Application Due Date. The financial statements shall:
 - (i) reflect the financial position of the Applicant or Consortium Members and its Associates where the Applicant is relying on its Associate's financials;
 - (ii) be audited by a statutory auditor;
 - (iii) be complete, including all notes to the financial statements;
 - (iv) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted);

- (v) Net Worth shall mean (owners' equity capital + reserves) less (revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders + intangible assets + accumulated losses not written off).
- (vi) Year 1 will be the latest completed Financial Year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on; and
- (vii) The Applicant shall also provide the name and address of the bankers of the Applicant.

4.2 The Applicant shall provide an auditor's certificate specifying the Net Worth of the Applicant and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 3.4 of this RFQ. The documents comprising the application, the documents regarding the technical and financial capacity and the letter of application need to be sent to the following address

[Insert the Accounting Officer of Implementing Authority]

[Address]

[Contact No]

DRAFT

Section 4 – Schedules

Schedule 1 - Project Information

Schedule 2 - Procurement Schedule and Timeline

General Requirements

Schedule 3 - Letter of Application

Schedule 4 - Applicant Information

Schedule 5 - Consortium Member Information

Financial Capacity

Schedule 6 - Financial Capacity

Technical Experience

Schedule 7 - Experience in Design

Schedule 8 - Experience in Construction

Schedule 9 - Operating Experience

Schedule 10- PPP Experience

Schedule 11 - Organizational Structure

Miscellaneous

Schedule 12- Power of Attorney for signing of Application and Bid

Schedule 13 - Power of Attorney for Lead Member of Consortium

Schedule 14- Consortium Agreement

Schedule 15- Undertaking by Applicant on Anti Bribery

Schedule 1– Project Information¹³

Note:

This schedule is project and sector-specific and would vary from project to project. Variations of for RFQ, RFP and PPP Agreement have been prepared for PPPs for markets, bus terminals/daladala terminals and abattoirs and illustrate how to prepare the schedule.

Introduction to Project

Current facilities

Project Information & proposed facilities

Current user charges

Proposed user charges

Increment in user charges

Relocation (if required)

Role of Government Authority
<ul style="list-style-type: none">• To be the implementing agency for the Project• To monitor the construction and operation phase of the Project• To leverage the efficiency of private player• To provide unencumbered land and obtain land title deeds• To grant to the private player the lease over the facilities and access to the service area in respect of which access is required for the performance of the services by the private player• To grant the private player the right to provide services to users in the Service Area• To provide relevant permits and approvals and to make arrangements for the renewal of permits• To make all reasonable efforts to assist the private player to gain access to assets or to other land on which it is required to exercise its duties• To give the private player full access to all necessary information, plans, policies, papers,

¹³ All numbered footnotes are for guidance of the Implementing Authority and should be omitted prior to issue of the RFQ.

reports and data in order to enable the player to carry out the services

- To assist the private player to obtain, from the Government, local government or statutory bodies, all necessary consents and permits as required by Applicable Law; and
- To monitor the performance of the private player
- To increment the fees after a specific period and to amend/include by-laws to reflect future increment rates.

Role of private player

- Project to be implemented by the private party in compliance with terms and conditions stipulated in the PPP Agreement
- To be responsible for financing, construction, installation, operation and maintenance of the Project
- To be responsible for demolishing the existing structures and constructing new buildings and facilities.
- To use facilities in accordance with the lease for the purpose of complying with its obligations and provision of services
- To provide services to users (customers) within the service area.
 - To apply user charges as approved by the Implementing Authority and issue invoices or receipts to users for the supply of the Services
- To collect user charges, fees and rent
- To provide a payment to the IA or receive payments from them
- To provide Project management services for the Project
- To be responsible for operations and maintenance post execution
- To be paid the private player fees, if any and to be paid the termination payments
- To apply to the IA for any requested user charges adjustments from time to time.

Schedule 2– Procurement Timelines

The Implementing Authority shall endeavour to adhere to the following timelines:

Event Description	Estimated Time
QUALIFICATION STAGE	
Last date for requesting for Site visit	
Last date for receiving queries	
Pre-application conference	
Authority responses to queries by	
Application Due Date	Before 1530 hours East African time (GMT+3) on [Date] at [insert AFQ submission address]
Announcement of short list	

DRAFT

Schedule 3– Letter of Application

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

To,

_____ [Insert Implementing Authority’s Address]

Dear Madam/Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ document.

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 RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

Authorised Signatory _____

For and on behalf of:

**Please strike out whichever is not applicable*

Schedule 4– Applicant Information¹⁴

Applicant information	
Applicant's legal name and registration number	
Applicant's shareholding structure	
Applicant's category	
Applicant's TIN Number and VAT Number	
Applicant's contact details (telephone, fax, email, website, postal address)	
Applicant's legal address in country of constitution	
Applicant's type of business (indicate specialization)	
Number of Applicant's full time employees	
Applicant's authorized representative (contact person) information (name, designation, address, Telephone/Fax numbers, E-mail)	
<p>Attached are copies of original documents of:</p> <p><input type="checkbox"/> 1. Certified documents of constitution of the legal entity named above including Certificate of Incorporation, Valid Business Licence, Valid Tax Identification Number (TIN) Certificate and Valid Value Added Tax (VAT) Certificate</p> <p><input type="checkbox"/> 2. Letter of authorization to represent the Applicant</p> <p><input type="checkbox"/> 3. Letter of intent to form Consortium or Consortium agreement.</p>	

*In terms of certification, the documents can be certified by a notary public, solicitor, barrister or in house with the following wording:

I certify that I have had sight of the original document of which this is a true copy.

Sign name:

Print name:

Profession/ professional membership reference:

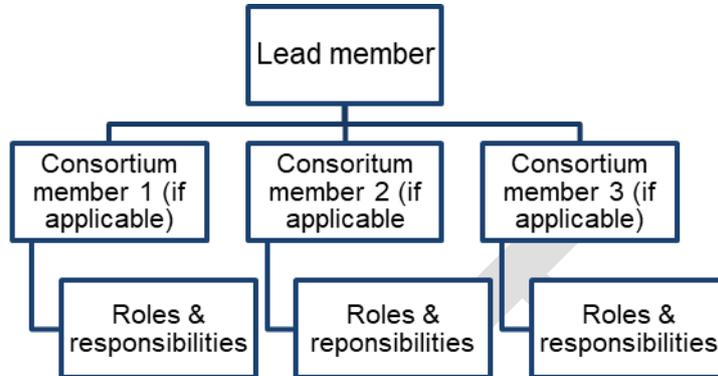
Date:

*Documents in a language other than English must be translated and the translation must accompany a certified copy of the original document.

¹⁴ This section must be completed by the authorized consortium representative, or if the Applicant is a sole organization, by that organization

Schedule 5– Consortium Member Information¹⁵

The Applicant is also required to provide an organizational chart that represents the structure of the consortium including the lead member, consortium members and the relationship of the lead member with the consortium members. The chart provided below is just indicative and the Applicant can provide finer details for the same.



The information required below is to be provided for each of the consortium members separately on a new page.

Applicant information	
Consortium member's legal name	
Consortium member's actual or intended country of constitution	
Consortium member's actual or intended year of constitution	
Consortium member's legal address in country of constitution	
Consortium member's authorized representative information (name, designation, address, Telephone/Fax numbers, E-mail, website)	
Consortium member's roles and responsibilities	
Details of beneficial owners (both Government and private)	
<p>Attached are copies of original documents of:</p> <ol style="list-style-type: none"> 1. Certified documents of constitution of the legal entity named above including Certificate of Incorporation, Valid Business Licence, Valid TIN Certificate and Valid VAT Certificate 2. Letter of authorization to represent consortium member 	

¹⁵ This section is to be completed by each consortium member.

3. Letter of intent to form Consortium or Consortium agreement.

- NB: The lead consortia should not be changed at a later date

DRAFT

Schedule 6– Financial Capacity¹⁶

(In TZS billions)

Applicant type	Net Worth
	Year 1
(1)	(2)
Single entity Applicant	
Consortium Member 1	
Consortium Member 2	
Consortium Member 3	
TOTAL	

Instructions:

The Applicant or its constituent Consortium Members shall attach copies of the balance sheets, financial statements and annual reports for five (5) years preceding the Application Due Date. The financial statements shall:

1. reflect the financial position of the Applicant or Consortium Members and its Associates where the Applicant is relying on its Associate’s financials;
2. be audited by a statutory auditor;
3. be complete, including all notes to the financial statements;
4. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted);
5. Net Worth shall mean (owners’ equity capital + reserves) less (revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders + intangible assets + accumulated losses not written off);
6. Year 1 will be the latest completed Financial Year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on;
7. The Applicant shall also provide the name and address of the bankers of the Applicant; and
8. The Applicant shall provide an auditor’s certificate specifying the Net Worth of the Applicant and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 3.4 of this RFQ.

¹⁶ This section must be completed by the authorized consortium representative, or if the applicant is a sole organization, by that organization.

Schedule 7– Experience in design¹⁷

Company Name:

Project Name and Description	Specific Role Undertaken and Services Provided (e.g. main design contractor, facilities designed, etc.)	Client’s authorized representative information (name, designation, address, Telephone/Fax numbers, E-mail)	Period of Design	Current Status of Project / Remarks
[Information about the Project]				
[Information about the Project]				
<p>Attached is information about the Project’s current situation.</p> <ol style="list-style-type: none"> 1. Picture showing the Project’s operation and current condition 2. Clients’ testimonials and opinions 3. Designs of the Project to be attached 4. Relevant documents related to the Project to be attached (certified by Statutory auditor) 				

¹⁷ In the table above, provide details of the experience in design in the last three years. This table is to be completed by the authorized consortium representative, or if the Applicant is a sole organization, by that organization.

Schedule 8– Experience in Construction¹⁸

Company name:

Project Name and Description	Specific Role Undertaken and Services Provided (e.g. main contractor, sub-contractor, facilities constructed, etc.)	Name & Address of Client (if applicable)	Contract Value (MNT) For Services Rendered	Start & Completion Dates	Current Status of Project / Remarks
[Information about the Project]					
[Information about the Project]					
<p>Attached is information about the Project’s current situation.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Picture showing the Project’s operation and current condition <input type="checkbox"/> 2. Clients’ testimonials and opinions <input type="checkbox"/> 3. Completion certificates of Projects that have achieved closure <input type="checkbox"/> 4. Work orders certificates for ongoing Projects <input type="checkbox"/> 5. Relevant documents related to the Project (certified by statutory auditor) 					

¹⁸ In the table above, provide details of the experience in construction in the last three years. This table is to be completed by the authorized consortium representative, or if the Applicant is a sole organization, by that organization.

Schedule 9– Operating Experience¹⁹

Company name:

Project Name and Description	Specific Role Undertaken and Services Provided (e.g. main contractor, sub-contractor, facilities constructed, etc.)	Name & Address of Client (if applicable)	Contract Value (MNT) For Services Rendered	Start & Completion Dates	Current Status of Project / Remarks
[Information about the Project]					
[Information about the Project]					
<p>Attached is information about the Project's current situation.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Picture showing the Project's operation and current condition <input type="checkbox"/> 2. Clients' testimonials and opinions 					

¹⁹ In the table above, provide details of the operating experience in the last three years. This table is to be completed by the authorized consortium representative, or if the Applicant is a sole organization, by that organization.

Schedule 10– PPP Experience²⁰

Company name:

Project Name and Description	Specific Role Undertaken and Services Provided (e.g. main contractor, sub-contractor, facilities constructed, etc.)	Name & Address of Client (if applicable)	Contract Value (MNT) For Services Rendered	Start & Completion Dates	Current Status of Project / Remarks
[Information about the Project]					
[Information about the Project]					
<p>Attached is information about the Project’s current situation.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Picture showing the Project’s operation and current condition <input type="checkbox"/> 2. Clients’ testimonials and opinions 					

²⁰ In the table above, provide details of the PPP experience in the last three years. This table is to be completed by the authorized consortium representative, or if the Applicant is a sole organization, by that organization.

Schedule 11– Organizational Structure of Applicant

Consortium member’s participation²¹

Consortium member	Role	Equity stake? Yes/No	% of Equity Stake

10.2 Organizational Structure²²

[Empty box for organizational structure]

10.3. Relationship between members²³

[Empty box for relationship between members]

²¹ Specify the roles that each member will perform in relation to the execution of the Project, and if known at this stage, indicate the equity stake that each member is likely to take.

²² If known at this stage, provide a narrative and an organizational chart of the Consortium structure and proposed project company. Describe the details of the relationship between the members and whether these may change during the bidding, construction and operational phase of the Project.

²³ If applicable, provide details of existing relationships, such as prior working relationships between the members.

Schedule 12– Power of Attorney for Signing of Application and Bid²⁴

[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 application for pre-qualification and submission of our bid for the.....Project²⁵ (the ‘Project’) proposed or being developed by the Implementing Authority including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications 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 RFQ.

IN WITNESS WHEREOF,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2.....

For

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)²⁶

²⁴ To be submitted in original.

²⁵ Insert a brief description of the project.

²⁶ 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 Applicant 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 Applicant.

Schedule 13– Power of Attorney for Lead Member of Consortium²⁷

Whereas, the Members of the Consortium are interested in bidding for the Project and implementing the.....Project²⁸ (the 'Project') in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project.

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member 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 and its execution.

NOW THIS POWER OF ATTORNEY WITNESSES THAT;

We _____ and _____ do hereby designate _____²⁹ 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 pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participating in conferences, responding to queries, sign and execute contracts and undertaking consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Implementing Authority or any person in connection with the Consortium's bid for the Project and/or upon award thereof until the PPP Agreement is entered into between the Consortium and the Implementing Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by the 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 _____ day of _____, 20...

(Executants)³⁰

²⁷ To be submitted in original.

²⁸ Insert a brief description of the project.

²⁹ Insert the respective names of the Consortium Members and registered office addresses.

³⁰ 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. Wherever required, the Applicant 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 Applicant.

Schedule 14– 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).

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 above 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 below), 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.

DRAFT

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 **[LEAD MEMBER]**
known to me personally/introduced to me
by..... the
latter being known to me personally in my
presence thisday of[2019].

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[2019].

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[2019].

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[2019].

BEFORE ME:

Name:
Signature:
Address:
Qualification:

DRAFT

Schedule 15 – Undertaking by Applicant on Anti-Bribery, Anti-Money Laundering Policy, Code of Conduct and Compliance Programme

1. Each Applicant must submit a statement, as part of the Application for Qualification (AFQ), which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Applicant firm and, where relevant, of its subsidiary in the United Republic of Tanzania. If an application is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Applicants will also be required to submit similar No-bribery commitments from their subcontractors and/or consortium partners; the Applicant may cover the subcontractors and/or consortium partners in its own statement, provided the Applicant assumes full responsibility.
3. AFQs which do not conform to these requirements shall not be considered.
4. If the successful Applicant fails to comply with its No-bribery commitment in the consequent stages of the bidding process, significant sanctions will apply. The sanctions may include all or any of the following:
 - (a) Cancellation of the contract;
 - (b) Liability for damages to the PE and/or the unsuccessful competitors in the Bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
5. Applicants shall make available, as part of their application, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or Project - specific - Compliance Program.
6. The Government of the United Republic of Tanzania has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Applicants for this contract, and to which in turn all Applicants and other parties involved or affected by the Project shall have full access (provided, however, that no proprietary information concerning an Applicant may be disclosed to another Applicant or to the public).

Anti-Bribery Memorandum

This company _____ (name of company) places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relations or business associates, in connection with its bid, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector Projects, or contract including agents, consultants, consortium partners, sub- contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached:

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Applicant: _____

Address: _____

Anti-Bribery Money Laundering Memorandum

This company _____ (name of company) has issued, for the purposes of this bid, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-Money Laundering commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector Projects or contract including agents, consultants, consortium partners, subcontractors and suppliers'")"

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Applicant: _____

Address: _____

DRAFT