



Standard Request for Proposal

Public Private Partnership Projects

Public Procurement Regulatory Authority
P. O. Box 2865,
Dodoma.

August, 2021

[Logo and Name of the Contracting Authority]

REQUEST FOR PROPOSAL (RFP)

FOR [*insert name of the project*]

in [*insert location*]

[*insert month and year of issuing*]

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.

NOTE:

This Standard Request for Proposal (RFP) is intended for use by the Contracting Authority in soliciting proposals from the shortlisted Applicants for the purpose of implementing Public Private Partnership projects. The RFP applies competitive bidding procedures where the financial and technical capacities are primarily important. The RFP document consists of the following parts:

1. An Introduction;
2. Instruction^[SEP] for Preparation of Bids;
3. Documents to be submitted by Applicant^[SEP];
4. The Evaluation of Bids; and
5. Information Forms attached as Schedules for the Contracting Authority and Applicants to complete.

Introduction

This Section clearly spells out the Contracting 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 Contracting 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 and pre-bid conference among others.

Documents to be submitted by Applicant

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 Contracting Authority.

Evaluation of Bids

This Section contains the criteria that must be applied by the Contracting 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.

Schedules

This Section contains Project specific information to be completed by the Contracting Authority and 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 Contracting 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 neither an agreement nor an offer by the Contracting 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 this Bidding Document which is referred to as RFP. In addition, the Contracting 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 Contracting 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 Contracting 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 Contracting Authority, or its employees or advisors accepts any responsibility for the accuracy or otherwise for any interpretation or opinion on the Applicable Law expressed herein.

The Contracting 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 Contracting 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 Contracting Authority is bound to select a Bidder or to appoint the Successful Bidder for the Project and the Contracting 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 Contracting 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 Contracting 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.

1. Definitions

In this RFP, unless the context require otherwise:

“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 applicable in the United Republic of Tanzania;

“Associate” in relation to the bidder means, a person who controls, is controlled by, or is under the common control with such bidder 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;

“Authority” means Public Procurement Regulatory Authority which is also known in its acronym as PPRA established under the Public Procurement Act, Cap.410;

“Bid” means a proposal submitted by a Bidder for the Project;

“Bidder” means an interested party or Consortium which submits a Bid to the Contracting Authority in accordance with provisions of this RFP;

“Bidding Company” means a single entity submitting a Bid pursuant to this RFP;

“Bidding Documents” means the draft PPP Agreement, any Addenda or clarification issued by the Contracting Authority in accordance with the terms of this RFP and any other documents provided by the Contracting Authority pursuant to this RFP, as such documents may be modified, altered, amended and clarified from time to time by the Contracting Authority in accordance with Clause 22 of this RFP;

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

“Bid Security” means an amount to be deposited by a bidder at the time of bid submission as determined by the Contracting Authority in the RFP as per Clause 27;

“Bid Submission Deadline” means the date specified in Clause 6.1 as the deadline for submission of Bids;

“Conflict of Interest” has the meaning ascribed to it under Clause 7.11;

“Consortium” means any group of entities that have formed an 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;

“Contracting Authority” means any Ministry, government department or agency, local government authority, public or statutory corporation named in Schedule 13 of Section 8;

“Contracting 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;

“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 four members selected by the Contracting 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 indicated in Clause 6 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.;

“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 to be used by bidder in different stages of PPP life-cycle to show project viability and contains features included in Annex 3;

“Government” means the Government of the United Republic of Tanzania;

“Lead Member” in 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 acceptance letter that will be issued by the Contracting Authority to the Successful Bidder in accordance with Clause 34 and as provided in Schedule 12;

“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 immovable or movable facilities, including vehicles, equipment, supplies and other property, constructed, purchased or acquired by the Operator during the Agreement Period for the provision by the Operator of Services in the Service Area;

“Operator” means the special purpose vehicle company specifically formed and incorporated in Tanzania for the purpose of undertaking the PPP Project pursuant to the PPP Agreement;

“Performance Security” means guarantee or a bond from a successful bidder’s bank or an insurance company, which should be provided by the successful bidder to the Contracting Authority with the aim of compensation for any loss resulting from the Bidder’s failure to complete its obligations under the PPP Agreement in accordance with Clause 34.7.

“PPP Agreement” means a written contract defining terms of the public private partnership agreement concluded between a Contracting Authority and one or more private parties, substantially in the format set out in Schedule 13;

“PPP Project” means the potential project being planned on a PPP basis as described in Clause 0;

“Pre-Bid Conference” means a conference that will be held by the Contracting 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 Government of Tanzania through its agencies, ministries or corporations that have been established in Tanzania among others;

“Project Preparation Fee” means the cost and efforts expended by the Contracting Authority in preparing the PPP Project which is to be refunded 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;

“Successful Bidder” means the Bidder selected by the Contracting Authority for award of the Project following the completion of the Bidding Process;

“User Payment” means a payment to be paid by a user of the PPP Project in respect of the service received from Operator;

List of Abbreviations and Acronym

O&M Operation and Maintenance.

PPP Public-Private Partnership.

Section 1 – Introduction

1 Background

The Contracting Authority is seeking private sector participation to deliver [*describe the service*] in the [*insert name of site*] through [*insert description of proposed facilities*] on a public private partnership basis.

2 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 Contracting Authority in relation to this PPP Project. More details are provided in section 11 of this document.

3 The Project

Scope of the Project

- 3.1 Depending on the partnership model the Operator shall undertake to:
- 3.1.1 design, develop, construct, install, 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,
- 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 14.

PPP Agreement

- 3.4 The Contracting Authority shall enter into the PPP Agreement with the Operator.
- 3.5 A draft PPP Agreement is set out in Schedule 13 of this RFP.
- 3.6 The output specifications are set out in the draft PPP Agreement.

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 depending on PPP financing modality.
- 4.3 Annex 1 of Schedule 9 shows all payments to be made by/to the Operator.
- 4.4 The payment to/from the Contracting Authority will be payable at the end of each year of operation.

- 4.5 The consequences of late payment are *[insert amount of interest rate or state if not applicable]*¹.
- 4.6 A proposed payment by the Contracting Authority to the Operator is shown by a negative amount.
- 4.7 A proposed payment to the Contracting Authority by the Operator is shown by a positive amount.

Section 2 – Instructions for Preparing Bids

5 Brief Description of the Bidding Process

- 5.1 The Contracting 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 Contracting Authority is in accordance with the PPP Act 2010 (as amended) and the PPP Regulations 2020.
- 5.3 A Bidder may either be a 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 Contracting Authority's right to amend, alter, change, supplement or clarify the scope of work of the Operator.
- 5.5 The Bidding Documents include RFP, the draft PPP Agreement and any other document issued by the Contracting Authority in relation to this PPP Project, as may be modified and clarified from time to time by the Contracting Authority.

6 Timetable for Bidding Process

- 6.1 The Contracting Authority shall endeavour to adhere to the following timetable:

Event	Timing
Issuance of the Bidding Documents	<i>[insert date]</i>
Site Visit and Pre-Bid Conference	<i>[insert date]</i>
Last Date for Receiving requests for clarification	<i>[insert date]</i>
Time allocated for Contracting Authority to respond to requests for clarification	Within seven (7) days from date of receiving requests for clarification
Bid Submission Deadline	At <i>[insert time]</i> hours East African Time (GMT+3) on <i>[Insert date]</i> at <i>[insert Proposal submission address]</i>
Project Award	<i>[insert date]</i>

¹ Late payment beyond 30/45 days of due date could be based on prime lending rate of Bank of Tanzania.

Commercial Close	[insert date]
Financial Close	[insert date]

- 6.2 The Contracting Authority may, in its sole discretion and without prior notice to the Bidders, amend the Timetable.
- 6.3 The Contracting 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. 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.
- 7.3 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.
- 7.4 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.
- 7.5 The Bidder shall submit a power of attorney as per the format at Schedule 4, authorizing the signatory of the Bid to commit the Bidder.
- 7.6 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.
- 7.7 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.
- 7.8 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.

- 7.9 The Bidding Documents, including this RFP and all attached or other documents are and shall remain the property of the Contracting 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.
- 7.10 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 Contracting 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 Contracting Authority under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of the Contracting Authority.
- 7.11 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) The Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
 - (d) 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
 - (e) 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
 - (f) such Bidder has participated as a consultant to the Contracting Authority in the preparation of any Document, design or technical specifications of the PPP Project,
 - (g) Any legal, financial or technical adviser of the Contracting Authority in relation to the Project is engaged by the Applicant in any manner for matters related to or incidental to the Project.

- 7.12 This RFP is not transferable and can only be used by the person to whom it has been issued.
- 7.13 Any award of the PPP Agreement shall be in accordance to the terms of this RFP.
- 7.14 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 Contracting Authority after the Bid Submission Deadline.
- 8.3 A change in composition of the Consortium may be permitted by the Contracting 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 Contracting Authority and must be approved by the Contracting 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 ****²[insert number] % of the subscribed and paid up equity of the Operator for [insert number] years after the completion date of construction.
- 9.2 Each other Member of the Consortium shall hold at least ****³[insert number] % of the subscribed and paid up equity of the Operator for [insert number] years after the completion date of construction.

² 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 of construction.

³ 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 of construction.

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 Contracting 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 Contracting 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 through 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 Contracting Authority prior to the Pre-Bid Conference for all Bidders at least seven (7) working days after the date of issuance of the request for proposal. Details regarding Site visit shall be given by the Contracting Authority to all Bidders at least seven (7) days before the date of the visit. 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 Contracting 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 there under;
 - (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.
- 12.3 The Contracting Authority, its employees or advisors 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 Contracting Authority.

13 Pre-Bid Conference

- 13.1 A Pre-Bid Conference of the Bidders shall be convened at the designated date, time and place. It shall be conducted within seven (7) working days after the site visit. However, 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 may seek clarifications and make suggestions for consideration of the Contracting Authority. The Contracting Authority shall endeavour to provide clarifications and such further information as it may consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

14 Verification and Disqualification

- 14.1 The Contracting 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 Contracting 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 Contracting Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Contracting Authority there under.
- 14.2 Without prejudice to Clause 14.1, the Contracting Authority reserves the right to reject any Bid and forfeit the Bid Security if:
- (a) at any time, misrepresentation is made or uncovered; or
 - (b) the Bidder does not provide, within the time specified by the Contracting Authority, the supplemental information sought by the Contracting Authority for evaluation of the Bid, or
 - (c) a Conflict of Interest as discussed in Clause 7.10 and 7.11 persists.
- 14.3 Such misrepresentation shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member shall be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the Successful Bidder gets disqualified/ rejected, then the Contracting 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 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, this RFP includes the Draft PPP Agreement, which is provided under Schedule 13.

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
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	Schedule 8: Format of Technical Bid
	Schedule 9: Format of Financial Bid
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	Schedule 11: Declaration of Undertaking
	Schedule 12: Letter of Award
	Schedule 13: Draft PPP Agreement
	Schedule 14: Data Sheet
	Schedule 15: Output Specifications

16 Clarifications

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

*[insert email address]*****

16.2 Any queries must be received by the Contracting Authority on or before the date for receipt of requests for clarification mentioned in Clause 6.1.

16.3 The Contracting Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders within Seven (7) days of receipt of such questions or clarifications. The request for clarifications shall not be submitted less than 14 working days prior to the submission of Proposal. The responses will be sent by e-mail. The Contracting Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries. In addition, the Contracting Authority shall post the clarifications on its website at *[insert url]* for the benefit of all prospective Bidders.

- 16.4 The Contracting Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. The Contracting Authority will post on its website at *[insert url]* all the clarifications and interpretations to the Bidders. All clarifications and interpretations issued by the Contracting Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Contracting Authority or its employees or representatives shall not in any way or manner be binding on the Contracting Authority.

17 Amendment of RFP

- 17.1 At any time prior to the Bid Submission Deadline, the Contracting 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 at *[insert url]* and an electronic copy will be sent by the Contracting 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 Contracting Authority may, 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 Contracting Authority shall 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 indelible 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 name of the PPP project]* PROJECT IN *[insert location]*"

ENVELOPE [*eg 1 of 2*]

and shall clearly indicate the number of the envelope and the name and address of the Bidder. Each envelope shall be individually sealed and enclosed into one outer envelope as stated in Clause 19.6

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

- (a) Evidence of payment of a fee of TZS [insert amount] for the purchase of the Bidding Documents;
- (b) Bid Security- TZS [*insert amount ranging from 0.1% to 0.25% of Capital Cost of the Project*] in the format provided under Clause 27.2;
- (c) Letter of 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 copy of the certificate of incorporation of the Bidder's Company. In the case of a Consortium, a certified 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 contained 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 contained in this envelope shall include:

- (a) The Financial Bid 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. "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 name of the PPP project*] PROJECT
IN [*insert location*]

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

19.7 The Bids shall be addressed to:

*Secretary of the Tender Board ,
[Name of Contracting Authority],
[Postal and physical address of the Contracting Authority],
[Name of Town/City].*

19.8 If the envelopes are not sealed and marked as instructed above, the Contracting Authority will reject such bids during evaluation.

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 original and two copies of the Bids.

20 Bid Submission

20.1 A Bid must be submitted on or before [*insert time and date*] on the Bid Submission Deadline at the address provided in Clause 19.7.

20.2 The Contracting 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 Contracting Authority after the specified time on the Bid Submission Deadline shall not be eligible for consideration and shall be 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 Contracting 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 after the Bid Submission Deadline, unless the same has been expressly sought by the Contracting Authority, shall be disregarded.

23 Rejection of Bids

- 23.1 Notwithstanding anything contained in this RFP, the Contracting 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 Contracting 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 Contracting 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 or is not a retained professional advisor advising the Contracting Authority in relation to or matters arising out of, or concerning the Bidding Process.
- 25.2 The Contracting 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 The Contracting 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 Contracting Authority.

26 Correspondence with the Bidder

- 26.1 Save and except as provided in this RFP, the Contracting 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 Contracting Authority in favour of the Contracting Authority in the format at Schedule 3.

- 27.3 The Bid Security shall have a validity period of not less than 210 days from the Bid Submission Deadline.

- 27.4 Any Bid not accompanied by a Bid Security shall be rejected by the Contracting Authority as non-responsive.

The Bid Security of unsuccessful Bidders (which term shall exclude the first and second best bidders) will be returned by the Contracting Authority, without any interest, within 30 days after announcement of a successful bidder or when the Bidding Process is cancelled by the Contracting Authority. The contracting authority shall return the bid security to the successful bidder upon submission of performance guarantee and before signing of PPP agreement.

- 27.5 The Contracting 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 Contracting 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 Contracting 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 the 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 Contracting Authority.

Section 5 – Evaluation of Bids

28 Opening of the Bids

- 28.1 Opening committee, nominated by PMU shall open Envelope 1 immediately after Bid Submission Deadline in the presence of those Bidders who choose to attend.
- 28.2 The Evaluation Team, appointed by the Accounting Officer of the Contracting Authority, 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 Evaluation Team, through PMU, may 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 Contracting Authority in this regard.
- 28.4 In the event that the Contracting Authority receives only one or no Bids to the Bidding Process, the Contracting Authority shall launch a new bidding process (the "New Bidding Process"). In the event that the Contracting Authority also receives only one or no Bids to the New Bidding Process, the Contracting Authority may 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 During evaluation of contents of Envelope 1, the Evaluation Committee 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 evidence of payment of a fee of TZS [*insert amount*] for the purchase of the Bidding Documents;
 - (b) is received by the Bid Submission Deadline including any extension thereof;
 - (c) is signed, sealed and marked as stipulated in this RFP;
 - (d) is accompanied by the Bid Security as specified in this RFP;
 - (e) is accompanied by the power(s) of attorney as specified in this RFP;
 - (f) 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);
 - (g) contains the declaration of undertaking as per the format at Schedule 11;
 - (h) does not contain any condition or qualification **within the material of this Envelope**; and
 - (i) is not non-responsive or inconsistent in terms of the Bidding Documents.
- 29.2 The Contracting Authority reserves the right to reject any Bid which is non-responsive. If necessary, the Contracting Authority may ask the Bidders for

clarifications. In this case, the Contracting 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 Contracting Authority within the time period set by the Contracting 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 Contracting 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 Contracting Authority expressly requests otherwise in the request for clarification.

30 Evaluation of Envelope 2: Technical Bid

- 30.1 Opening committee, nominated by PMU 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 Technical contents of 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. <i>(10% each, 20% total)</i>	20
2	Approach to: a) Design and Construction <i>(20%)</i> ; b) Operation and Maintenance <i>(14%)</i> ; c) Cost Estimates <i>(6%)</i> <i>(40% total)</i>	40
3	Approach to: Quality Management <i>(4%)</i> Community Engagement and Vulnerable Groups <i>(4%)</i> Environmental and Social Management <i>(4%)</i> Gender Integration <i>(4%)</i> Project Safety <i>(4%)</i> <i>(20% total)</i>	20

4	Innovation (10%)	10
5	Local Participation (10%)	10

- 30.3 On evaluation of the Technical Proposal by the Evaluation Committee established by the Contracting Authority, the Bidder shall be allocated a score. The minimum pass score shall be 75 (seventy-five) marks and the maximum score attainable by a Bidder shall be 100 (one hundred) marks in the Technical Bid.
- 30.4 The Contracting Authority, however at all times retains the right to reject a Bid in cases where it 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 Contracting Authority and shall be rejected. A Bidder whose Technical Bid has been declared non-compliant by the Contracting 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 evaluate 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 opening 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. Bidders shall be invited to attend the opening exercise of the financial proposals. 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. The opening 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. Bidders shall be invited to attend the opening exercise of the financial proposals. 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 Contracting 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 Contracting Authority may deem a Bid as speculative if it is abnormally high or low in comparison to the reference PPP model that the Contracting Authority has used to arrive at its base case and the other Bids received.
- 33.2 If the Contracting Authority deems a Bid to be speculative in accordance with Clause 33.1, 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 Contracting 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 Contracting 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 Contracting Authority and the reasons thereof shall be promptly communicated to the Bidder concerned.

34 Letter of Award and Execution of the PPP Agreement

- 34.1 A letter of award (**Acceptance Letter**) shall be issued to the Successful Bidder by the Contracting Authority. The successful bidder shall consequently be required to execute the PPP Agreement.
- 34.2 The Contracting Authority will promptly notify the other Bidders that they have been unsuccessful, save for the reserved bidder their Bid Security shall be returned within 30 days, without interest, of the signing of the PPP Agreement with the Operator.
- 34.3 The bid security for reserved bidders shall be retained by the Contracting Authority until the successful bidder is determined.

- 34.4 Failure by the Successful Bidder to comply with the requirements mentioned in Clauses 34.1, 34.5, 34.6, 34.8 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 Contracting 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.
- 34.5 The Successful Bidder shall incorporate a special purpose vehicle (SPV) company specifically formed and incorporated in Tanzania 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 Contracting Authority.
- 34.6 Subject to the terms and conditions stipulated in the PPP Agreement, in the event that the Successful Bidder is 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 this RFP.
- 34.7 The Contracting Authority will incorporate into the PPP Agreement the Requirements 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 Contracting Authority's Requirements shall prevail.
- 34.8 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 Contracting Authority with a Performance Security as defined in the PPP Agreement. In the event the PPP Agreement is not signed within 45 days without justifiable reasons, the Contracting Authority may commence discussions with the next best Bidder and so on, on the same terms.

35 Project Preparation Fee ⁴

- 35.1 The Private Party shall be required to pay the Project Preparation Fee of [*insert amount*] or [*100% for the cost and efforts expended in preparing the PPP Project*], in four equal instalments within twenty-four months after commencement of operations
- 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 Contracting Authority makes official intimation of award / 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

⁴ 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

Contracting 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 Contracting Authority shall 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, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Bidding Process.
- 37.3 In such an event, the Contracting 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 Contracting Authority under the Bidding Documents and/or the PPP Agreement or otherwise.
- 37.4 Without prejudice to the rights of the Contracting Authority under Clause 37.1 hereinabove and the rights and remedies which the Contracting 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 Contracting Authority to have directly or indirectly, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practices 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 Contracting Authority during a period of 2 years from the date such Bidder or Operator, as the case may be, is found by the Contracting Authority to have directly or indirectly, engaged or indulged in any of such 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 Contracting 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 Contracting 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 Contracting 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 Laws and the Courts of Tanzania shall have exclusive jurisdiction over all disputes arising, pursuant to the Bidding Documents and/or the Bidding Process.
- 38.2 The Contracting Authority, 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 Contracting 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 Contracting 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.

Section 8: Schedules

Schedule 1 - Letter of Bid

[insert Bidder's letterhead]

Date: [insert: date of bid]

RFP: [insert RFP number]

[Insert: name of Contract]

To: [Insert Name and address of Contracting Authority]

Having examined the site and the RFP documents for the implementation of the *[insert project name and bid identification number]*, we the undersigned offer to *[Insert whether it is design, finance, construct, market, operate and maintain or simply implement]* the *[Insert the title of PPP project]* for the Contract period. Our offer is in conformity with the RFP OR Our offer has the following slight deviations from the RFP *[delete as appropriate, and where there are deviations, list any such deviations]*

We undertake, if our Proposal is accepted, to implement the project in accordance with the agreed

scope and commence operations as per the RFP documents or the PPP Agreement within the

implementation/time schedule indicated in technical Proposal, from the date of signing the PPP

Agreement.

We agree to abide by this Proposal for a period of *[insert proposal validity period]* from the date

fixed for receiving the same and it shall remain binding upon us and may be accepted at any time

before the expiry of that period.

We agree, if our Proposal is accepted, to enter into the PPP Agreement annexed to the RFP and to

as required.

We agree that if we fail to furnish the Performance Security, then you have the right to execute the

bid security being furnished by us along with this proposal.

We confirm that the Government of the United Republic of Tanzania has not declared our firm, its

affiliates or subsidiaries ineligible under Tanzania's laws or any other official regulations.

This Proposal and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept any Proposal you receive.

We hereby confirm that this Proposal complies with the Proposal validity and bid security required by the bidding documents and specified in the RFP.

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*

Name: _____

Signature: _____

Date: _____

In the capacity of *[insert: title or position]*

Duly authorized to sign this proposal for and on behalf of *[insert: name and address of Bidder]*

Details of Bidder⁵

[print in the letterhead of the Bidding Company/Members of Consortium]

Original or copy No:

Dated: *[insert date]*

(a)Name: *[insert name]*

(b)Country of incorporation: *[insert Country of incorporation]*

(c)Address of the corporate headquarters and its branch office(s), if any, in Tanzania: *[insert as appropriate]*

(d)Date of incorporation and/or commencement of business (Please provide a true copy of the incorporation certificate): *[insert date]*

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

Details of individual(s) who will serve as the point of contact/communication for the Contracting Authority: *[insert details]*

Name: *[insert name]*

Designation: *[insert designation]*

Company: *[insert name]*

⁵ 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.

Address: [insert address]

Telephone: [insert number]

E-mail: [insert address]

Particulars of the authorized signatory of the Bidder:

Name: [insert name]

Designation: [insert title]

Address: [insert address]

Telephone: [insert number]

In case of a Consortium:

The information (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 Contracting 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 Government/local government authorities or any other International or Foreign Country from participating in any project		
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

[print in the letterhead of the Bidder/Lead Member]

To: *[insert name and Address of the Contracting Authority]*

Date: *[insert 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,

[insert 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: *[insert Address]*

Address of the beneficiary: *[insert Address]*

We, the undersigned *[insert name of bank●]* (the "Guarantor"), in order to enable *[insert name of the bidder●]* to bid for the implementation of a *[insert DESCRIPTION]* Project located at *[insert location]*, hereby irrevocably and independently guarantee to pay to you an amount up to a total of *[insert amount and currency●]* 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 *[insert name of firm ●]* is no longer prepared to abide by this bid.

This guarantee shall remain in full force for a period of 30 days beyond validity period. 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.

Date:*[insert date]*

Name and signature of authorized representative of a Guarantor:*[insert name and signature]*

Schedule 4 - Power of Attorney for Signing of Bid

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*,

I the undersigned *[insert name of the company/donor]* of *[insert address of the company/donor]*, by virtue of authority conferred to me by the *[insert the names of the company/donors]*, do hereby ordain, nominate, appoint and authorize *[insert name of donee]* of *[insert address of the donee]*, who is presently employed with our company and holding the position of *[insert the current position of donee]* to be our true and lawful Attorney, (hereinafter referred to as the "Attorney") with full power and authority, for us and in our names and for our accounts and benefits, to do any, or all such other 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 *[insert RFP date]* issued by the *[insert the name of Contracting Authority]* and for our selection as successful Bidder including but not limited to signing and submission of Bids and other documents and writings, participating in Pre-Bid Conference and other conferences and providing information/responses to the Contracting Authority, representing us in all matters before the Contracting Authority, signing and execution of all agreements including the PPP Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Contracting Authority in all matters in connection with or relating to or arising out of our Bid for the said PPP Agreement and/or upon award thereof to us and/or till the entering into the PPP Agreement with the Contracting Authority;

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future Power of Attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND [we] hereby undertake to ratify and confirm everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney shall always be deemed to have been done by us

SEALED with the common seal of the said *[[insert name of the company]* and delivered in the presence of us this *[insert date]* day of *[insert month]* *[insert year]*.

IN WITNESS whereof we have signed this deed on this *[insert date]* day of *[insert month]* *[insert year]* at *[insert region]* for and on behalf of *[insert name of the company]*

.....

SEALED and DELIVERED at(Name Place) by the
Common Seal of..... [*insert name of the DONOR*
] who is known to me personally/introduced to
Me by the said [*insert name of the donor*]
who is identified to me by...../known to me
personally in my presence this.....day of202...

}
.....
[DONOR]

BEFORE ME:

NAME.:

SIGNATURE.....

TITLE: NOTARY PUBLIC & COMMISSIONER FOR OATHS

SEALED and DELIVERED at(Name Place) by the
Common Seal of..... [*insert name of the DONOR*] who is known to me
personally/introduced to
Me by the said [*insert name of the donor*]
who is identified to me by...../known to me
personally in my presence this.....day of202...

}
.....
[DONOR]

BEFORE ME:

NAME:.....

SIGNATURE.....

ADDRESS:.....

TITLE: NOTARY PUBLIC & COMMISSIONER FOR OATHS

Schedule 5- Power of Attorney for Lead Member of Consortium

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*,

We the undersigned M/S *[insert name of the Lead Member]* and M/S *[insert the names and address of the company/donor]*, by virtue of authority conferred to us *[insert the names of the company/donors]*, do hereby designate *[M/S [insert the name of the Lead Member]* being one of the Members of the Consortium, as a Lead Member of the Consortium, to do any, or all such other acts, deeds, matters and things as are necessary or required in connection with or incidental to the Consortium's Bid for the project including but not limited to submission of proposal, Bids and other documents and writings, participating in Pre-Bid Conference and other conferences, responding to queries, submission of information/documents and generally to represent Consortium in all dealings with the Contracting Authority or any person in connection with project until the PPP Agreement into entered between the Concessionaire and the Contracting Authority;

AND [we] hereby undertake to ratify and confirm everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney shall always be deemed to have been done by us.

SEALED with the common seal of the said *[[insert name of the company]* and delivered in the presence of us this *[insert date]* day of *[insert month]* *[insert year]*.

IN WITNESS whereof we have signed this deed on this *[insert date]* day of *[insert month]* *[insert year]* at *[insert region]* for and on behalf of *[insert name of the company]*
.....

SEALED and DELIVERED at(Name Place) by the

Common Seal of..... *[insert name of the Consortium member]*

who is known to me personally/introduced to

Me by the said *[insert name of the donor]*

who is identified to me by...../known to me

personally in my presence this.....day of202...

}
.....
[Consortium member]

BEFORE ME:

NAME:

SIGNATURE.....

TITLE: NOTARY PUBLIC & COMMISSIONER FOR OATHS

SEALED and DELIVERED at(Name Place) by the

Common Seal of..... [*insert name of the Consortium member*]

who is known to me personally/introduced to

Me by the said [*insert name of the donor*]

who is identified to me by...../known to me

personally in my presence this.....day of202...

}
[Consortium member]

BEFORE ME:

NAME :.....

SIGNATURE.....

ADDRESS:.....

TITLE: NOTARY PUBLIC & COMMISSIONER FOR OATHS

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 Contracting 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 Tanzania 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 Contracting 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 Contracting 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 Contracting 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, cooperate 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 Contracting 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 Contracting 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 Tanzania. Any dispute arising out of this Agreement shall be adjudicated by the courts of Tanzania.

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

[LEAD MEMBER]

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 bribery memorandum

(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 Tanzania.

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 (14%);</p> <p>c) Cost Estimates (6%)</p> <p><i>(40% 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 	40
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>e)Project Safety</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
	(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	10

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	85%

	in other 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>8% marks are allocated for qualification, experience and skills of the key personnel.</p> <p>2% marks are allocated for the number of local staff (extent of local participation)</p> <p>Total 10%</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><i>Total 2%</i></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

Factors	Description
	<p>incidents; and</p> <p>c. Developing a strategy to manage/ mitigate the incidents</p>

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 Contracting 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</p>

Components	Factors to Consider
	schedule with the Contracting 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> <ul 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 Contracting 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 Contracting 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 Tanzanian Environmental Laws and Codes and all current national standards established by the Government of Tanzania and other government agencies for control of environmental pollutants such as air, water, noise and visual

Components	Factors to Consider
	<p>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 10% 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.	10%
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: 0%-29%	8% 6% 0%

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: [insert title of the AO , name and address of the Contracting Authority]

[insert Place + Date]

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

Tel:

Email:

Re: Project located at [*insert project location*]

Dear Sir,

Please find below our Financial Bid for the [*insert project name*] Project located at [*insert project location*] (the "Project") in response to the Request for Proposal ("RFP") issued by the [*insert the name of the Contracting Authority*] ("the Contracting Authority") on [*insert date*].

We hereby confirm the following:

This Financial Bid is being submitted by [insert 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 Contracting Authority, as amended, and in any subsequent communication sent by the Contracting Authority. Our Financial Bid is consistent with all requirements of submission stated in the RFP and in any subsequent communication sent by the Contracting Authority. Our Financial Bid is as follows:

Financial bid criteria chosen	Payment to/from Contracting 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 Contracting 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 Contracting Authority by the Private Party. A negative amount is a payment by the Contracting 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 Costs⁶			
[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.

⁶ 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 soft copy of the financial 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 shillings (TZS);
- 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 Contracting Authority, and the expected date of payments and identifying where applicable amounts to be paid to or by the Contracting 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, taxation and depreciation;
- Key Financial Statements including the comprehensive Income Statement, the Cash flow Statement, movement of equity and the financial position presented in accordance with internationally accepted accounting standards; 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 Contracting 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 and financial 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 Contracting 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 Contracting 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 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:

Schedule 12 – Letter of Award (to be prepared by the Project Consultant)

Schedule 13 Draft PPP Agreement

Schedule 14 - Data Sheet

PROJECT INFORMATION

Note:

This schedule is project and sector-specific and would vary from one project to another. 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 Contracting Authority and included here before releasing the bidding documents to the bidders.

Name of the Contracting Authority

Current facilities

Project Information and proposed facilities

Current user charges

Proposed user charges

Increment in user charges

Relocation (if required)

Schedule 15 - Output Specifications

Note:

This schedule is project and sector-specific and would vary from one project to another. 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 Contracting 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
