



**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF COMMUNICATION AND
INFORMATION TECHNOLOGY
TANZANIA COMMUNICATIONS
REGULATORY AUTHORITY
ISO 9001:2015 CERTIFIED**



Tender No AE-020/HQ/2020-21/PPP/01

For

**ESTABLISHMENT AND OPERATION OF SMARTPHONES
ASSEMBLY FACTORY UNDER PUBLIC-PRIVATE
PARTNERSHIP (PPP) ARRANGEMENTS**

January 2021

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF COMMUNICATION AND
INFORMATION TECHNOLOGY

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INVITATION FOR APPLICATION OF QUALIFICATION FOR ESTABLISHMENT AND OPERATION OF SMARTPHONES ASSEMBLY FACTORY UNDER PUBLIC-PRIVATE PARTNERSHIP (PPP) ARRANGEMENTS (TENDER NO. NO AE-020/HQ/2020-21/PPP/01)

1. The Government of the United Republic of Tanzania through Tanzania Communications Regulatory Authority (TCRA) is looking for a prospective private party towards establishment and operation of smartphones assembly factory under Public-Private Partnership (PPP) arrangements.
2. TCRA now intends to qualify interested reputable and capable company (s) for this business opportunity under Design, Build, Finance, Operate, Maintain and Transfer (DBFOMT) arrangements. It is expected that invitation to bid to the pre-qualified bidders will be made in 4th March 2021.
3. The qualification process will be conducted through International Competitive bidding (ICB) under the procedures specified in Public Private Partnership Act, Regulations, 2020 and is open to all applicants as defined in the Regulations.
4. Interested applicants may download the qualification documents from the link: ***<https://www.tcra.go.tz/smart-phone-assembly-factory>*** or obtain the same from the office of Secretary of the Tender Board at Mawasiliano Towers, 20 Sam Nujoma Road, Dar Es Salaam from 09:00-15:00 On Monday to Friday inclusive except on public holidays.
5. Applications for qualification should be submitted electronically via ***smartphonefactory@tcra.go.tz*** or physically in sealed envelopes, in one original plus Two (2) copies, properly filled in, and enclosed in plain envelopes and “**Tender No. AE-020/2020-2021/PPP/01 for establishment and operation of smartphones assembly factory under Public-Private Partnership (PPP) arrangements**” on or before 19th February 2021 at 1100hrs East African Time.
6. Applications will be opened promptly thereafter in public and in the presence of applicant’s representatives who chose to attend in the opening at the TCRA conference room.
7. Late applications, portion of applications, and applications not received, applications not opened and not read out in public at the tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

DIRECTOR GENERAL

TANZANIA COMMUNICATIONS REGULATORY AUTHORITY

TABLE OF CONTENTS

Section 1 – Introduction	8
1 Purpose of Issuing the RFQ	8
2 Brief Description of Bidding Process	9
Section 2 – Instructions to Applicant	10
1 Scope of Application	10
2 Eligibility of Applicants	10
3 Site Visit and verification of information	11
4 Contents of the RFQ	12
5 Clarifications	12
6 Amendments	13
7 AFQ Preparation Costs	13
8 Application Language	13
9 Format and Signing of Application	13
10 Sealing and Marking of Application	14
11 Application Submission Deadline	14
12 Modifications/Substitution/Withdrawal of AFQs	14
13 Opening and Evaluation of AFQs	15
14 Confidentiality	15
15 Clarification	16
16 Qualifications and Bidding	16
Section 3 – Evaluation Criteria	18
1 Documents Comprising the Application	18
2 Test of Responsiveness	18
3 Evaluation Criteria	18
4 Documents	23
Section 4 – Schedules	25
Schedule 1 – Project Information	26
Schedule 2 – Procurement Timelines	29
Schedule 3 – Letter of Application	30
Schedule 4 – Applicant Information	31
Schedule 5 – Consortium Member Information	32
Schedule 6 – Financial Capacity	33
Schedule 7 – Experience in design	34
Schedule 8 – Experience in Construction	35
Schedule 9 – Operating Experience	36
Schedule 10 – PPP Experience	37
Schedule 11 – Organizational Structure of Applicant	38
Schedule 12 – Power of Attorney for Signing of Application and Bid	39
Schedule 13 – Power of Attorney for Lead Member of Consortium	41
Schedule 14 – Consortium Agreement	43
Schedule 15 – Undertaking by Applicant on Anti-Bribery, Anti-Money Laundering Policy, Code of Conduct and Compliance Programme	51

Disclaimer

The information contained in this Request for Qualification (RFQ) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Contracting Authority or any of its employees or advisors, is provided to Applicants on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

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

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of the Applicable Law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the Applicable Law. The Contracting Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding Process.

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any

demonstrations or presentations which may be required by the Contracting Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Contracting Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

Definitions

In this RFQ, unless the context require otherwise:

“Addendum or Addenda” means addendum or addenda to the RFQ;

“Applicable Law” means the laws for the time being applicable in the United Republic of Tanzania;. **“Applicant(s)”** means a party/ consortia that make an application for qualification in accordance with requirements of this RFQ;

“Application” means a formal submission by party/consortia to the contracting authority in response to this RFQ;

“Application Deadline” means the date for submission of the application as specified in Schedule 2 of Section 4;

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

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

“Bid Stage” means a stage of the Bidding Process when the Bidders submit their Bids in accordance with the RFP;

“Bidders” means shortlisted Applicants following the AFQ;

“Bidding Documents” means the RFQ, the draft PPP Agreement or any Addenda issued by the Contracting Authority in accordance with the terms of this RFQ, the information, Memorandum and any other documents provided by the Contracting Authority pursuant to this RFQ, as such documents may be modified, altered, amended and clarified from time to time by the Contracting Authority in accordance with Clause 6 of this RFQ;

“Bidding Process” means the two-stage bidding process adopted by the Contracting Authority described under Clause 2 of Section 1;

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

“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;

“Capital Cost” means the initial investment cost of the Public Private Partnership Project and includes fixed costs incurred to acquire, upgrade and maintain physical assets such as land, property, industrial buildings, plant and machinery, electrical works, common utilities etc., in order to bring the Project to a commercially operable status as reflected in the finalized Base Case Financial Model;

“Consortium” means any group of entities that have formed an association by fulfilling the requirements set out in the RFQ, for the purpose of implementing the Project;

“Consortium Agreement” means the binding agreement to be executed between Consortium Members in the form set out in 0;

“Contracting Authority” means any ministry, government department or agency, local government authority, public or statutory corporation named in Schedule 1 of Section 4;

“Financial Year” means the period of twelve month ending 30th June of each year;

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

“Member(s)” means a member or members of a Consortium;

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

“PPP” means Public Private Partnership;

“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;

“Project” means a project or service to be implemented under an agreement entered into under the PPP Act;

“Qualification Stage” means the first stage of the Bidding Process as described under Clause 2 of this RFQ;

“RFP” means the specific terms of the project requirement, the procedures for submission of bids, the criteria for the evaluation of bids and includes a model agreement;

“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;

List of Abbreviations And Acronym

“AFQ” Application for Qualification

“RFQ” means Request for Qualification;

“TIC” means the Tanzania Investment Centre.

Section 1 – Introduction

1 **Purpose of Issuing the RFQ**

- 1.1 The purpose of issuing the RFQ is to enable the Contracting Authority to qualify interested Applicants who wish to be involved in the PPP projects, by assessing whether the interested Applicants fulfil the Contracting Authority's requirements as set out in Section 3 of this RFQ.
- 1.2 It is intended that the RFQ and subsequent processes be conducted in a transparent and open manner. This will ensure that the Contracting Authority's objectives for initiating the PPP are achieved and value for money objectives met. The qualification process will identify a shortlist of qualified Applicants, who will be asked to submit detailed functional and price information in a later bid process. [SEP]
- 1.3 The objectives of the RFQ include ensuring that those interested Applicants who qualify have legal capacity, capability and resources to perform the particular agreement satisfactorily. In evaluating the Applicants, the Contracting Authority shall ensure that there is a margin of preference as follows:
- (a) for a local PPP investor = 10%; and
 - (b) for foreign investors the margin of preference depends on the input of foreigners i.e.
 - (i) 50-70% foreign ownership = 6% margin of preference;
 - (ii) 25-49% = 8% margin of preference; and
 - (iii) 0-24%= 10% margin of preference
- 1.4 Applicants shall ensure that it will promote the provision of goods and services by Tanzanian entrepreneurs, training and technology transfer, employment of Tanzanians and taking part in corporate social responsibility activities.
- 1.5 In line with the margin of preference and in a bid to promote local participation, any organisation wishing to carry on economic activities in Tanzania must register with National Economic Empowerment Council and must among other things, prepare and submit performance reports on economic activities and create employment for disadvantaged persons in Tanzania.
- 1.6 An online data room has been established by the Contracting Authority to provide background information to potential bidders. This includes standard building design plans, which bidders will be allowed to refine through the bidding process and other details during the bidding process. The data room also includes a stock-take of total number of beneficiaries, types of beneficiaries, daily or monthly fees currently being paid by them, the current services they are benefiting from, existing Project location and connectivity to the proposed location. The data room can be accessed online at <https://www.tcra.go.tz/smart-phone-assembly-factory>.

2 **Brief Description of Procurement Process**

The Contracting Authority has adopted the two-stage procurement process for selection of a successful bidder for award of the Project. The first stage is Qualification stage and the second stage is Bid stage.

(a) Qualification Stage

The Qualification Stage involves qualification of Applicants that make an AFQ in accordance with the provisions of this RFQ. At the end of this stage, the Contracting Authority shall announce a shortlist of pre-qualified Applicants who shall be eligible for participation in the Bid Stage.

Qualification of Applicants shall be in accordance with the criteria stipulated under Section 3 of this RFQ and the Applicable Law. The Contracting Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid documents at any stage of the pre qualification Process.

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

(b) Bid Stage

The Bidders will be called upon to submit their Bids in accordance with the RFP. The Bidder will be required to deposit along with its Bid, a Bid Security ranging from 0.15% of Capital Cost of the Project, which will be specified in the RFP.

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

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

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

Section 2 – Instructions to Applicant

A. General requirements

1 Scope of Application

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

2 Eligibility of Applicants

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

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

2.2 Conflict of Interest:

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

- (a) such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest;
- (b) a constituent of such Applicant is also a constituent of another Applicant;

- (c) the Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant;
- (d) such Applicant has the same legal representative for purposes of the AFQ as any other Applicant;
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant;
- (f) such Applicant has participated as a consultant to the Contracting Authority in the preparation of any documents, design or technical specifications of the Project, or
- (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.

3 **Site Visit and Verification of Information**

3.1 The Applicants are encouraged to visit the Project site before submitting their respective AFQ and ascertaining for themselves the Site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for implementation of the Project, weather data, Applicable Law and any other matter considered relevant by them. In relation to Site visits, the following procedure shall be observed:

- (a) Requests for site visits shall be submitted to the Contracting Authority as per the following contact details;

Tanzania Communications Regulatory Authority

Mawasiliano Towers, 20 Sam Nujoma Road, P.O. Box 474 Dar Es Salaam

Email: dg@tcra.go.tz, pmu@tcra.go.tz

- (b) The requests for Site visits shall be sent through e-mail no later than 14 days after the first date of advertisement; and
- (c) the Contracting Authority shall arrange a Site visit after receiving requests by the Applicants.

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

- (a) made a complete and careful examination of the RFQ;
- (b) received all relevant information requested from the Contracting Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Contracting Authority relating to any of the matters referred to in Clause 3.1 above; and

(d) agreed to be bound by the undertakings provided by it under and in terms hereof.

3.3 The Contracting Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Contracting Authority.

B. Documents

4 Contents of the RFQ

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

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

5 Clarifications

5.1 Applicants requiring any clarification on the RFQ may notify the Contracting Authority in writing, via post or electronic means, at the office of Secretary of the Tender Board at Mwasiliano Towers, 20 Sam Nujoma Road, P.O. Box 474 Dar Es Salaam Email: *smartphonefactory@tcra.go.tz*. The Contracting Authority will respond in writing via physical delivery or electronic means to any request for clarification if received at least 14 working days prior to the deadline for submission of the AFQ. In addition, the Contracting Authority shall post the clarifications on its website at *smartphonefactory@tcra.go.tz* for the benefit of all prospective Applicants.

5.2 Provided that, the response by Contracting Authority shall be given within seven days for applicants to make a timely submission of its application to pre-qualify.

5.3 The Contracting Authority may also, on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. The Contracting Authority will post on its website at *smartphonefactory@tcra.go.tz* all the clarifications and interpretations to the Applicants.

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

5.5 All clarifications and interpretations issued by the Contracting Authority in writing whether on request or on its own motion shall be deemed to be part of the RFQ. ^[1]_[SEP]

- 5.6 Should the Contracting Authority deem it necessary to amend the RFQ as a result of a clarification, it shall do so following the procedure in Clause 6. ^[1]_[SEP]

6 **Amendments**

- 6.1 At any time prior to the deadline for submission of AFQ, the Contracting Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of addenda.
- 6.2 Any addendum thus issued will be uploaded on Contracting Authority's website at *smartphonefactory@tcra.go.tz* and sent through electronic means that provide record by the Contracting Authority to each Applicant not later than 7 (seven) days after its issuance.
- 6.3 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other justifiable reasons, the Contracting Authority may extend the deadline for submission of the AFQ. ^[1]_[SEP]

C. **Preparation and Submission of AFQ**

7 **AFQ Preparation Costs**

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

8 **Application Language**

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

9 **Format and Signing of Application**

- 9.1 The Applicant shall provide all the information sought under this RFQ. The Contracting Authority will evaluate only those AFQ that are received in the required formats and complete in all respects. Incomplete and /or conditional AFQ shall be rejected.
- 9.2 The Applicant shall prepare one original set of the documents comprising the AFQ (together with originals/ copies of documents required to be submitted along therewith pursuant to sub-clause 10.1 of this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit two copies of the AFQ marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 9.3 The original and all copies of the Application shall be typed or written in indelible ink and shall be signed by a person duly

authorized. The name and position held by each person signing the authorization must be typed or printed below the signature.

10 **Sealing and Marking of Application**

10.1 The Applicant shall submit the AFQ in the format specified in Section 4 of this RFQ, and seal it in an envelope and mark the envelope as “**APPLICATION FOR QUALIFICATION FOR ESTABLISHMENT OF SMARTPHONES ASSEMBLY FACTORY UNDER PUBLIC-PRIVATE PARTNERSHIP (PPP) ARRANGEMENTS.** The envelope shall contain:

- (a) AFQ in the prescribed format in Section 4 of this RFQ along with supporting documents;
- (b) a Power of Attorney in the prescribed format in Section 4 of this RFQ authorising the signatory of the AFQ to commit the Applicant (where applicable);
- (c) a copy of the Consortium Agreement, in case of a Consortium in the prescribed format in Section 4 of this RFQ;
- (d) copy of Memorandum and Articles of Association, if the Applicant/ Consortium member is a body corporate, and if a partnership a copy of its partnership deed; and
- (e) copies of Applicant's/ each Consortium member' s duly audited financial statements for the 3 years preceding the Application Deadline.

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

11 **Application Submission Deadline**

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

11.2 The AFQ may be **electronically submitted** or **hand delivered** or **sent by courier**. The Contracting Authority shall, provide the Applicant with a receipt showing the date and time when the AFQ was received.

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

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

12 **Modifications/Substitution/Withdrawal of AFQs**

12.1 The Applicant may modify, substitute or withdraw its AFQ after submission, if the Contracting Authority receives written notice of the modification, substitution or withdrawal prior to Application

deadline. No AFQ shall be modified, substituted or withdrawn by the Applicant on or after the Application deadline.

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

12.3 Any alteration/ modification in the AFQ or additional information supplied after the Application Deadline, shall be disregarded.

D. Evaluation Process

13 Opening and Evaluation of AFQs

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

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

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

- (a) is received at or before Application Deadline including any extension thereof pursuant to Clause 11.3;
- (b) contains all the information (complete in all respects) as requested pursuant to Clause 10.1; and
- (c) it does not contain any condition or qualification.

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

14 Confidentiality

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

15 **Clarification**

- 15.1 To facilitate evaluation of AFQs, the Contracting Authority may seek clarifications from any Applicant regarding its AFQ. Such clarification(s) shall be provided within the time specified by the Contracting Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- 15.2 Where the Applicant does not provide clarifications sought under Clause 15.1 above within the prescribed time, its AFQ may be rejected. In case the AFQ is not rejected, the Contracting Authority may proceed to evaluate the AFQ by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Contracting Authority.

E. Qualification and Bidding

16 **Qualifications and Bidding**

- 16.1 After the evaluation of AFQs, the Contracting Authority will prepare a shortlist and notify qualified Applicants who will be eligible for participation in the Bid Stage. At the same time, the Contracting Authority will notify the other Applicants that have not qualified.
- 16.2 Only pre-qualified Applicants shall be issued the RFP to prepare and submit their proposals for the Project.
- 16.3 All documents and other information supplied by the Contracting Authority or submitted by an Applicant to the Contracting Authority shall remain or become the property of the Contracting Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their AFQ. The Contracting Authority will not return any AFQ or any information provided along therewith.
- 16.4 The Contracting Authorities (including beneficiaries of public funds), as well as Applicants/suppliers/contractors under PPP or public funded contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Government of the United Republic of Tanzania:
- (a) will not accept Contracting Authorities' application for approval if it is established that the Applicant recommended for short listing has engaged in corrupt or fraudulent practices in competing for the Project in question; and
 - (b) will declare an Applicant ineligible, for a period of ten years, to be awarded a PPP contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for, or in executing any PPP or public funded contract.
 - (c) for the purpose of this provision, the terms "*corrupt practice*" and "*fraudulent practice*" are defined as follows:
 - (i) "*corrupt practice*" means the offering, giving receiving or soliciting of anything of value to influence the action of a public officer in the procurement process or contract execution;

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

16.5 The Government of the United Republic of Tanzania reserves the right, where the Applicant has been found by a national or international entity to have engaged in corrupt or fraudulent practices to declare that such Applicant is ineligible, for a stated period of ten years, to be awarded a PPP Agreement. [1]
[2]

F. Review of Procurement Decision

An Applicant aggrieved by the procurement decision may seek a review to the Accounting Officer in accordance with the Applicable Law. The decision of the Accounting shall be final unless the tenderer applies for administrative review to the Appeal Authority.

Section 3 – Evaluation Criteria

1 Documents Comprising the Application

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

2 Test of Responsiveness

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

- (a) is received in accordance with the format set out in Schedule 3;
- (b) is received by the Application Deadline, including any extension if required;
- (c) is signed, sealed, and marked as instructed;
- (d) is accompanied by the Power of Attorney specified in 0 save for application of a sole proprietor;
- (e) contains all the information and documents (complete in all respects) as requested in this RFQ;
- (f) contains information in formats as specified in this RFQ; or
- (g) it does not contain any exceptions or qualifications.

3 Evaluation Criteria

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

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

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

3.3 *General Requirements:*

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

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

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

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

3.4 *Financial Capacity:*

3.4.1 The Applicant must satisfy the minimum Net Worth¹ equivalent of TZS [2.49 billion]² at the close of the preceding Financial Year. In fulfilling this condition, the Applicant must meet the following requirements:

- (a) in case the Applicant is a single entity, then it would need to individually fulfil this requirement; or
- (b) in case the Applicant is a consortium, then the Lead Member shall have a minimum Net Worth equivalent of TZS [1.85 billion]³ and each of the other financially significant Members of the Applicant shall have a minimum Net Worth of TZS [0.74 billion]⁴ at the close of the preceding Financial Year. In addition, the Net Worth of the Applicant will be computed as the weighted average of the net worth of each member, with weights equal to their proposed equity stake in the PPP Project company.

¹Net worth has been adopted as the criterion for assessing financial capacity since it is a comprehensive indication of the financial strength of the Applicant. Net worth of an Applicant shall be calculated as Net Worth = (owners' equity capital + reserves) less (revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders + intangible assets + accumulated losses not written off).

²The net worth to be at least 25% of the project cost of the proposed PPP.

³The Lead Member should individually meet the requirement of at least one-fourth of the Applicant Net Worth requirement.

⁴In order for other members to be financially significant in the consortium, they must have a Net Worth of at least 10% of Applicant Net Worth requirement.

- 3.4.2 The Applicant should not have incurred a Loss⁵ on a cumulative basis during the last 5 (five) Financial Years. In case of a consortium, all members whose Net Worth is being assessed should not have individually made a loss on a cumulative basis during the last 5 (five) Financial Years.
- 3.5 Grading: the applicant will be graded as “Pass” or “Fail” considering the evaluation criteria mentioned above.

Technical Experience

Evaluation Methodology

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

Table 1

Number	Indicator	Weighting
1	Experience in the Design and Construction of Infrastructure and other Projects	35%
2	Experience in the Delivery of PPP Projects	5%
3	Operations & Maintenance Experience	30%
4	Experience in Raising Finance	20%
5	Local participation	10%

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

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

Table 2

Indicator	Evaluation Criteria	Scoring criteria
1. Experience in	<ul style="list-style-type: none"> The Project’s minimum size 	<ul style="list-style-type: none"> 1 Project – 20

⁵The Applicant and its constituent members should not be under financial duress.

<p>the Design and Construction of Infrastructure and other Projects</p>	<p>(construction cost) should be equal or more than the size of the proposed PPP Project, and should have achieved completion of construction in the last 10 years.</p> <ul style="list-style-type: none"> The Applicant or a consortium member of the Applicant must have performed either as a design-build contractor or engineering procurement construction contractor or as a Developer.⁶ 	<p>marks</p> <ul style="list-style-type: none"> 2 Projects – 25 marks 3 Projects – 30 marks 4 Projects or more – 35 marks
<p>2. Experience in the Delivery of PPP Projects</p>	<p><i>(For each PPP Project assessed)</i></p> <ul style="list-style-type: none"> The PPP Project’s minimum size (construction cost) should be equal or more than the size of the proposed PPP Project, and should have achieved completion of construction in the last 10 years. <p>Track-record of meeting service standards including key-performance indicators. Experience in establishing and operating an effective integrated management system (0.4)</p> <p>Evidence of innovation and best value in design, construction and operation (0.3)</p> <p>Evidence of experience in the engagements of the community and other stakeholders, managing public relations.(0.3)</p>	<ul style="list-style-type: none"> 1 PPP Project – 1 mark 2 PPP Projects – 3 marks 3 or more PPP Projects – 5 marks
<p>3. Operations & Maintenance Experience</p>	<ul style="list-style-type: none"> Evidence of experience in managing Projects of similar nature for a minimum period of five years. Approach proposed by 	<ul style="list-style-type: none"> 1 Project – 15 marks 2 Projects – 20 marks

⁶Experience of developing means, as an equity promoter who has the management control of the project or as the key project sponsor with equity investment of at least 10% of the project cost of the showcased project that is similar in size to the proposed PPP Project. Only projects that have achieved completion of construction shall be considered.

	<p>Applicant demonstrates understanding of whole life cycle approach to lifecycle approach to assets management including need for adequate preventive maintenance to achieve design life</p> <ul style="list-style-type: none"> • Good safety record in the conduct of operations and maintenance as evidenced by the accident record 	<ul style="list-style-type: none"> • 3 Projects – 25 marks • 4 Projects – 30 marks
4. Experience in Raising Finance	<ul style="list-style-type: none"> • Value of finance raised for real estate, infrastructure or industrial Projects on a cumulative basis in the last five years \$ []⁷ 	<ul style="list-style-type: none"> • 1 time the Capital Cost- 10 marks • 2 times the Capital Cost- 15 marks • 3 times or more - 20 marks
5. Local participation	<ul style="list-style-type: none"> • This section relates to the Applicant's application for including inputs from Tanzanian entities or nationals • Plan to economically empower Tanzanian citizens • Applicant is owned fully or in majority by Tanzanian entities or nationals <p>OR</p> <ul style="list-style-type: none"> • Applicant is partly owned by Tanzanian entities or nationals 	<p>Margin of preference (MOP) under National and International competitive tendering for local PPP investor, association of local and foreign PPP investors as follows:</p> <p>Tanzanian equity ownership in the range of:</p> <ul style="list-style-type: none"> • 76% - 100% - 10 marks • 51% - 75% - 8 marks • 30% - 50% - 6 marks

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

3.6 Strengths of Associate

⁷The amount to be equivalent to Capital Cost.

- 3.6.1 In computing the Net Worth or the Technical Experience of the Applicant or the consortium member under Clauses 3.4 and 3.5, the Net Worth or the Technical Experience of their respective Associates would also be eligible hereunder.
- 3.6.2 For purposes of this RFQ, Associate means, in relation to the Applicant or the consortium member, a person who controls, is controlled by, or is under the common control with such Applicant or the consortium member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.
- 3.6.3 A certificate from a qualified external auditor who audits the book of accounts of the Applicant shall be provided to demonstrate that a person is an Associate of the Applicant.
- 3.6.4 The following conditions shall be adhered to while submitting an Application:
- (a) applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, the Applicant may format the prescribed forms making due provision for incorporation of the requested information; and
 - (b) information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. It is hereby clarified that only the Applicant or, if so specified by the Applicant, the Associate, shall be evaluated for the Technical Experience and/or Financial Capacity. In no circumstances shall the experience of an Applicant and the Associate be considered jointly.

4 Documents

Documents for Financial and Technical Capacity

- 4.1 The Applicant to attach documents regarding financial and technical capacity as mentioned below along with the documents mentioned in 0(Financial capacity):
- (a) certificate(s) from its statutory auditors or the concerned client(s) stating the experience of the Applicant, as the case may be, during the past 5-10 years in respect of the points related to Projects specified in Table 2 above. If a particular job/contract has been executed by the Applicant as part of a consortium, the Applicant should provide a certificate from its statutory auditor or the concerned client describing the extent of the involvement of the Applicant in that particular job/contract;
 - (b) certificate(s) from its statutory auditors specifying the Net Worth of the Applicant, as at the close of the preceding

Financial Year, and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 3.4. For the purposes of this RFQ, Net Worth (the “Net Worth”) shall mean the sum of owners’ equity capital and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off, reserves not available for distribution to equity shareholders, intangible assets if any and accumulated losses not written off;

- (c) where relevant, certificate from its statutory auditors certifying the equity held by an Applicant in any Associate for the purposes of this RFQ; and
- (d) the Applicant or its constituent Consortium Members shall attach copies of the financial statements and annual reports for three (3) years preceding the Application deadline. The financial statements shall:
 - (i) reflect the financial position of the Applicant or Consortium Members and its Associates where the Applicant is relying on its Associate’s financials;
 - (ii) be audited by a statutory auditor;
 - (iii) be complete, including all notes to the financial statements;
 - (iv) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted);
 - (v) Net Worth shall mean (owners’ equity capital + reserves) less (revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders + intangible assets + accumulated losses not written off);
 - (vi) year 1 will be the latest completed Financial Year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on; and
 - (vii) the applicant shall also provide the name and address of its bankers.

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

Secretary of Tender Board

Tanzania Communications Regulatory Authority

Mawasiliano Towers, 20 Sam Nujoma Road, P.O. Box 474 Dar Es Salaam

Email: dg@tcra.go.tz, pmu@tcra.go.tz

Section 4 – Schedules

Schedule 1 - Project Information

Schedule 2 - Procurement Schedule and Timeline

General Requirements

Schedule 3 - Letter of Application

0 - Applicant Information

0 - Consortium Member Information

Financial Capacity

0 - Financial Capacity

Technical Experience

0 - Experience in Design

0 - Experience in Construction

0 - Operating Experience

0- PPP Experience

0 - Organizational Structure

Miscellaneous

0- Power of Attorney for signing of Application and Bid

0 - Power of Attorney for Lead Member of Consortium

0- Consortium Agreement

0- Undertaking by Applicant on Anti Bribery

Schedule 1– Project Information⁸

Name of the Contracting Authority

Tanzania Communications Regulatory Authority (TCRA)

Introduction to Project [Provide background of the Project, current situation]

The project is about establishing a factory for assembling of smartphones including Mobile Point of Sales (mPOS) terminals, Electronic Fiscal Device (EFD) and Electricity or Energy meters. The factory will have production capacity of 130 units per hour (3,120 units per day). Plant capacity utilization shall start from 30% in year one and increase progressively to 70% in year 3.

A Smartphones is a handheld electronic device that provides connection to cellular networks allowing people to make phone calls, send text messages and access the internet

The mPOS terminals are smartphones with some customized features/software which are widely used for government revenue collections and agency banking. Agency banking is a type of branchless banking that allows the traditional banks to extend their network of branches and services in a cost-efficient manner through authorized agents. mPOS terminals are fitted with two SIM cards that enables processing of real-time transactions.

Electronic Fiscal Device (EFD) are electronic devices managed by Tanzania Revenue Authority (TRA). EFDs are used to issue receipts or tax invoice in every transaction made and thus enabling TRA to verify all taxes collected by both VAT and non-VAT registered traders.

Prepaid energy meters enable power utilities to collect electricity bills from consumers prior to its consumption just like mobile communications prepaid subscriptions. The energy-prepaid card connected with electricity meter are typically smart phones with a few added features on software and hardware. The prepaid cards are linked with the power utility using mobile communication infrastructure as they are fitted with a Subscriber Identity Module (SIM) card. Once the prepaid card is out of balance, the consumer load is disconnected from the utility supply by the contactor.

While mobile communication services supported by smartphones have become more and more affordable, device affordability remains a significant barrier to communication services particularly internet access. Mobile Network Operators have invested significantly in rolling out of 3G and 4G networks such that mobile broadband penetration currently stands at 65% and 35% respectively, while smartphone penetration is still less than 25%. Such low level of smartphone penetration is limiting mobile internet adoption. To address barriers around affordability of smartphones requires coordinated action between government and the private sector.

In view of the above, TCRA is in the process of promoting establishment a factory for assembling of smart phones and other ICT devices in the country. It is envisaged that, the factory will facilitate availability of affordable smart phones and hence contribute toward achieving universal communications, which is a key social and economic priority for Tanzania.

Status of Current facilities

Currently, Tanzania has no assembling or manufacturing facilities for smartphones. All smartphones available in the country are imported from abroad.

⁸All numbered footnotes are for guidance of the Contracting Authority and should be omitted prior to issue of the RFQ.

Project Information & proposed facilities

TCRA has land Plot No. 413 Block 'A' Nyamhongolo, Ilemela Municipality in Mwanza for construction of factory building. The land measures 21,493 m² fenced with concrete blocks and free from any encumbrances. Structural design or drawing for the factory have been prepared but would require private party inputs to be finalized before construction begins.

Project demand was established by analysing quantities of imported mobile phones and other wireless devices. Statistics shows that the country imports an average of 1.5 million items per annum. The demand for mobile phones was further assessed using consumer survey carried out countrywide in August 2020 whose findings indicated that 90% of the interviewed people were willing to purchase locally manufactured mobile phones provided they are affordable, durable and have after sale services. Users were willing to buy locally manufactured phones at price range of TZS 250,000 to TZS 350,000 in order to contribute to economic growth.

Considering our geographical position that Tanzania is boarded with eight countries, Tanzania has a potential of becoming a hub of mobile phones and other electronic devices exporting to SADC and EAC regions. This is based on the fact that Tanzania has already existing business networks for exporting agricultural products and also transit cargo. The same network and relationship can be utilized for new products.

The aim of this project is to replace importation of mobile phones at least by 60%, given that 90% of peopled interviewed are willing to purchase mobile phones assembled in Tanzania (by 90%), demand for mobile phones is therefore projected to increase in line with the current increase in importation rate of mobile phones.

Any Current user charges

N/A

Any Proposed user charges

N/A

Any Increment in user charges

N/A

Relocation (if required)

N/A

Role of Contracting Authority

- To be the implementing agency for the Project
- To monitor the construction and operation phase of the Project
- To leverage the efficiency of private player
- To provide unencumbered land and obtain land title deeds
- To grant to the private player the lease over the facilities and access to the service area in respect of which access is required for the performance of the services by the private player
- To grant the private player the right to provide services to users in the Service Area
- To provide relevant permits/certificates and approvals and to make arrangements for the renewal of permits/certificates
- To make all reasonable efforts to assist the private player to gain access to assets or to other land on which it is required to exercise its duties

- To give the private player full access to all necessary information, plans, policies, papers, reports and data in order to enable the player to carry out the services
- To assist the private player to obtain, from the Central Government, local government authorities or statutory bodies, all necessary consents and permits/certificates as required by Applicable Law; and
- To monitor the performance of the private player in implementation of the PPP Agreement
- To increment the fees after a specific period and to amend/include by-laws/circulars to reflect future increment rates.
- To perform any other obligations to be stipulated in the PPP Agreement

Role of private player

- Implement the Project in compliance with terms and conditions to be stipulated in the PPP Agreement
- To be responsible for financing the PPP Project
- Depending on the partnership model, to be responsible for designing, development, construction, installation, operation and maintenance of the Project
- To be responsible for demolishing the existing structures and constructing new buildings and facilities as required.
- To use facilities in accordance with the lease agreement for the purpose of complying with its obligations and provision of services
- To provide services to users (customers) within the service area.
- To apply user charges as approved by the Contracting Authority and issue invoices for the supply of the services and receipts for payments by users.
- To collect user charges, fees and rent
- To provide a payment to the Contracting Authority or receive payments from them
- To provide Project management services for the Project
- To be responsible for operations and maintenance post execution
- To apply to the Contracting Authority for any requested user charges adjustments from time to time.

Schedule 2– Procurement Timelines

[The Contracting Authority shall endeavour to adhere to the following timelines]

Event Description	Estimated Time
QUALIFICATION STAGE	
Last date for requesting for Site visit	02.02.2021
Last date for receiving queries	11.02.2021
Pre-application conference	N/A
Time allocated for Contracting Authority to respond to queries	Within seven (7) days from date of receiving queries
Last date of modification	18.02.2021
Application Deadline	18.02.2021
Place of opening	TCRA Mawasiliano Towers, 20 Sam Nujoma Road, 14414 Dar Es Salaam
Notification of short list	04.03.2021

Schedule 3– Letter of Application

[Insert the letter head of the Applicant/ Lead Member of Consortium]

Ref.

Date and place[...]

To,

___[Title of the Accounting Officer]

[insert Name and address of the Contracting Authority]

Dear Madam/Sir,

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

We have agreed that _____ [insert member’s name] will act as the Lead Member of our consortium.*

We have agreed that _____ [insert individual’s name] will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

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 application for and on behalf of [insert: name and address of Applicant] **Please strike out whichever is not applicable*

Schedule 4– Applicant Information⁹

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

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

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

Sign name:

Print name:

Profession/ professional membership reference:

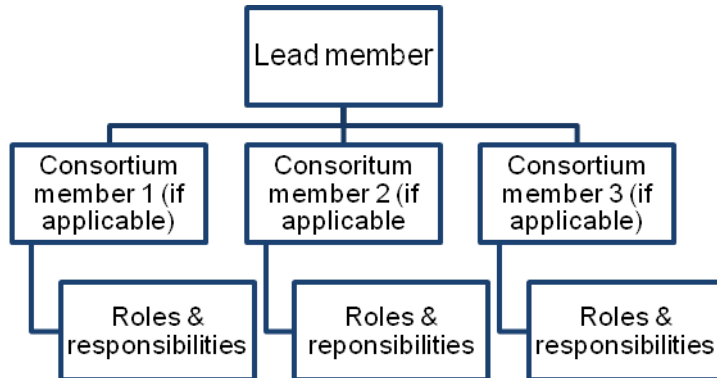
Date:

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

⁹This section must be completed by the authorized consortium representative, or if the Applicant is a sole organization, by that organization

Schedule 5– Consortium Member Information¹⁰

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



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

Applicant information	
Consortium member’s legal name	
Consortium member’s actual or intended country of constitution	
Consortium member’s actual or intended year of constitution	
Consortium member’s legal address in country of constitution	
Consortium member’s authorized representative information (name, designation, address, Telephone, e-mail)	
Consortium member’s roles and responsibilities	
Details of beneficial owners (both Government and private)	
<p>Attached are copies of original documents of:</p> <ol style="list-style-type: none"> 1. Certified documents of constitution of the legal entity named above including Certificate of Incorporation, Valid Business Licence, TIN Certificate and Valid VAT Certificate (if applicable) 2. Letter of authorization to represent consortium member 3. Letter of intent to form Consortium or Consortium agreement. 	

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

¹⁰This section is to be completed by each consortium member.

Schedule 6– Financial Capacity¹¹

(In freely convertible currency)

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

Instructions:

The Applicant or its constituent Consortium Members shall attach copies of the audited financial statements and annual reports for three (3) years preceding the Application deadline. The financial statements shall:

1. reflect the operating performance, cash flows, movement of equity and financial position of the Applicant or Consortium Members and its Associates where the Applicant is relying on its Associate’s financials;
2. be audited by a statutory auditor;
3. be complete, including all notes to the financial statements;
4. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted);
5. Year 1 will be the latest completed Financial Year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on;
6. The Applicant shall also provide the name and address of its bankers and
7. The Applicant shall provide an auditor’s certificate specifying the Net Worth of the Applicant and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 3.4 of this RFQ.

¹¹This section must be completed by the authorized consortium representative, or if the applicant is a sole organization, by that organization.

Schedule 7– Experience in design¹²

Company Name:

Project Name and Description	Specific Role Undertaken and Services Provided (e.g. main design contractor, facilities designed, etc.)	Client's authorized representative information (name, designation, address, Telephone, E-mail)	Period of Design	Current Status of Project / Remarks
[Information about the Project]				
[Information about the Project]				

Attached is information about the Project's current situation.

1. Picture showing the Project's operation and current condition
2. Clients' testimonials and opinions
3. Designs of the Project to be attached
4. Relevant documents related to the Project to be attached (certified by Statutory auditor)

¹²In the table above, provide details of the experience in design in the last three years. This table is to be completed by the authorized consortium representative, or if the Applicant is a sole organization, by that organization.

Schedule 8– Experience in Construction¹³

Company name:

Project Name and Description	Specific Role Undertaken and Services Provided (e.g. main contractor, sub-contractor, facilities constructed, etc.)	Name & Address of Client (if applicable)	Contract Value (MNT) For Services Rendered	Start & Completion Dates	Current Status of Project / Remarks
[Information about the Project]					
[Information about the Project]					

Attached is information about the Project’s current situation.

- 1. Picture showing the Project’s operation and current condition
- 2. Clients’ testimonials and opinions
- 3. Completion certificates of Projects that have achieved closure
- 4. Work orders certificates for ongoing Projects
- 5. Relevant documents related to the Project (certified by statutory auditor)

¹³In the table above, provide details of the experience in construction in the last three years. This table is to be completed by the authorized consortium representative, or if the Applicant is a sole organization, by that organization.

Schedule 9– Operating Experience¹⁴

Company name:

Project Name and Description	Specific Role Undertaken and Services Provided (e.g. main contractor, sub-contractor, facilities constructed, etc.)	Name & Address of Client (if applicable)	Contract Value (MNT) For Services Rendered	Start & Completion Dates	Current Status of Project / Remarks
[Information about the Project]					
[Information about the Project]					
<p>Attached is information about the Project’s current situation.</p> <p><input type="checkbox"/> 1. Picture showing the Project’s operation and current condition</p> <p><input type="checkbox"/> 2. Clients’ testimonials and opinions</p>					

¹⁴In the table above, provide details of the operating experience in the last three years. This table is to be completed by the authorized consortium representative, or if the Applicant is a sole organization, by that organization.

Schedule 10–Experience in Delivery of PPP Projects¹⁵

Company name:

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

¹⁵In the table above, provide details of the PPP experience in the last three years. This table is to be completed by the authorized consortium representative, or if the Applicant is a sole organization, by that organization.

Schedule 11– Organization Structure of Applicant

11. 1 Organization structure¹⁶

--

11.2 Consortium member's participation¹⁷

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

10.3. Relationship between members¹⁸

--

¹⁶Specify the roles that each member will perform in relation to the execution of the Project, and if known at this stage, indicate the equity stake that each member is likely to take.

¹⁷If known at this stage, provide a narrative and an organizational chart of the Consortium structure and proposed project company. Describe the details of the relationship between the members and whether these may change during the bidding, construction and operational phase of the Project.

¹⁸If applicable, provide details of existing relationships, such as prior working relationships between the members.

Schedule 12- Power of Attorney for Signing of Application and Bid¹⁹

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 } [DONOR]

¹⁹To be submitted in original.

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

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...

}
[DONEE]

3 BEFORE ME:

NAME :.....

SIGNATURE

ADDRESS:

TITLE: NOTARY PUBLIC & COMMISSIONER FOR OATHS.....

.....

Schedule 13- Power of Attorney for Lead Member of Consortium²⁰

3.1 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
[Consortium member]
personally in my presence this.....day of202...

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]

²⁰To be submitted in original.

who is identified to me by...../known to me
[Consortium member]
personally in my presence this.....day of202...

4 BEFORE ME:

NAME :
SIGNATURE
ADDRESS:
TITLE: NOTARY PUBLIC & COMMISSIONER FOR OATHS
.....

Schedule 14– Consortium Agreement

THIS CONSORTIUM AGREEMENT is entered into on this [•] day of [•] 20[•]
(the “Agreement”)

AMONGST

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

AND

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

AND

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

AND

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

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

WHEREAS,

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

on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. **Withdrawal**

- 8.1 If a Party decides that [for what in its reasonable opinion are sound technical or commercial reasons] it wishes to withdraw from this Agreement before the submission of the Tender, it may do so by notifying the other Party immediately, in which case the withdrawing Party shall cease to participate in the preparation of the Tender and shall have no liability for the subsequent actions of the other Party.
- 8.2 After the Tender has been submitted to the 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 8.1above shall apply to such withdrawal mutatis mutandis].
- 8.3 Any withdrawing Party shall, without prejudice to its obligations under Clause 4, co-operate with the other Party to the extent reasonably necessary to enable its role under this Agreement to be taken over by the other Party or by a third party.

9. **Termination**

- 9.1 This Agreement will come into force on the date of this Agreement and this Agreement will remain in force (subject as provided in Clause 9.2below), until one of the following occurs:
- (a) a decision by the 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 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; and
 - (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 Authority.

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

SIGNED and DELIVERED at

.....
[LEAD MEMBER]

.....
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[2019].

BEFORE ME:

Name:

Signature:
.....

Address:
.....

Qualification:
.....

SIGNED and DELIVERED at []

.....
CONSORTIUM MEMBER 1

by the said **[CONSORTIUM MEMBER 1]** who is known to me personally/introduced to me by.....
the latter being known to me personally in my presence thisday of[2019].

BEFORE ME:

Name:

Signature:
.....

Address:
.....

Qualification:
.....

SIGNED and DELIVERED at []

.....
CONSORTIUM MEMBER 2

by the said **[CONSORTIUM MEMBER 2]** who is known to me personally/introduced to me by.....
the latter being known to me personally in my presence thisday of[2019].

BEFORE ME:

Name:

.....
Signature:
.....
Address:
.....
Qualification:
.....

SIGNED and DELIVERED at []

.....
CONSORTIUM MEMBER 3

by the said [**CONSORTIUM MEMBER 3**]
who is known to me personally/introduced
to me
by.....
the latter being known to me personally in
my presence thisday of
.....[2019].

BEFORE ME:

Name:

.....

Signature:

.....

Address:

.....

Qualification:

.....

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

11. Each Applicant must submit a statement, as part of the Application for Qualification (AFQ), which must be signed personally by the duly authorized person. [L]
[SEP]
12. Applicants will also be required to submit similar No-bribery commitments from their subcontractors and/or consortium partners; the Applicant may cover the subcontractors and/or consortium partners in its own statement, provided the Applicant assumes full responsibility. [L]
[SEP]
13. AFQs which do not conform to these requirements shall not be considered. [L]
[SEP]
14. If the successful Applicant fails to comply with its No-bribery commitment in the consequent stages of the bidding process, sanctions will apply. The sanctions may include all or any of the following:
 - (a) cancellation of the contract; [L]
[SEP]
 - (b) liability for damages to the Contracting Authority and/or the unsuccessful competitors in the Bidding possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated damages). [L]
[SEP]
15. Applicants shall make available, as part of their application, copies of their anti- Bribery Policy/Code of Conduct, if any, and of their-general or Project - specific - Compliance Program.
16. The Government of the United Republic of Tanzania has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Applicants for this contract, and to which in turn all Applicants and other parties involved or affected by the Project shall have full access (provided, however, that no proprietary information concerning an Applicant may be disclosed to another Applicant or to the public). [L]
[SEP]

Anti-Bribery Memorandum

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Applicant: _____

Address: _____

Anti Money Laundering Memorandum

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Applicant: _____