

**THE UNITED REPUBLIC OF TANZANIA
TANZANIA ELECTRIC SUPPLY COMPANY LIMITED**



TENDER No. PA/001/2021-22/HQ/C/28

**REQUEST FOR EXPRESSION OF INTEREST FOR PROVISION OF CONSULTANCY
SERVICES FOR SUPERVISION OF ENGINEERING, PROCUREMENT AND
CONSTRUCTION (EPC) OF 50MWp SOLAR PV POWER PROJECT IN SHINYANGA
AND ASSOCIATED 33/220kV SUBSTATION**

Expression of Interest

Date: 18th January, 2022

Introduction

The Government of the United Republic of Tanzania has received Financing from the Agence Française de Développement ("AFD"), and intends to use part of the funds thereof for payments for the Provision of Consultancy Services for detail Design review, Supervision, management, Testing and Commissioning of 50MWp Solar PV Project.

Short Description of the project

Tanzania Electric Supply Company Ltd (TANESCO) is planning to construct a 150MWp of Solar PV Plant in Shinyanga. This project is among the prioritized investment projects of the Nation which upon completion will add generation capacity and improve power supply and stabilize system voltage to the northern part of the National grid. The project will be implemented in phases whereby phase I will involve the construction of 50MWp of Solar PV Plant and associated 33/220kV substation.

Objectives

The main objective of this Consultancy Services is to carry out a review of the detailed design, Supervision of Construction works and management of 50MWp Solar PV project in Shinyanga. It is also anticipated that the Consultant will assist the Client team in providing technical assistance for implementation of all project pre-construction activities up to the commissioning of the facility and defect liability period.

Scope of Consultancy Services

The scope of the consultancy services included under this project are;

- i. Review of Project Detailed Design, Construction Supervision, management, testing and Commissioning of 50MWp Solar PV project.
- ii. Assist in interpretation of contractual items, establishment of progress measurement threshold
- iii. Validation of invoices in line with Lender eligible cost criteria before recommending for payment
- iv. Preparation of monthly, Quarterly and Annual implementation progress reports
- v. Capacity Building and Training

The Tanzania Electric Supply Company (TANESCO) hereby invites consultants to show their interest in delivering the Services described above. Eligibility criteria to AFD's financing are specified in sub-clause 1.3 of the "Procurement Guidelines for AFD-Financed Contract in Foreign Countries", available online on AFD's website www.afd.fr.

Interested Consultants must provide information evidencing that they are qualified and experienced to perform those Services. For that purpose, document evidence of recent and similar services shall be submitted.

If the consultant is a Joint venture (JV), the Expression of Interest shall include a copy of the JV Agreement entered into by all members. Alternative, a letter of intent to execute a JV Agreement in the event of a successful proposal shall be signed by all members and submitted with the Expression of Interest together with a copy of the proposed Agreement.

Among the submitted applications, TANESCO will shortlist a maximum of six (6) consultants to whom the Request for Proposal to carry out the Services shall be sent.

TANESCO will take into account for the evaluation of the applications the following eligibility criteria over the last five (5) years:

- A/ Experience in Supervision and Management of at least two (2) contracts (or Owners Engineer contracts) each with a value of 1.5 Million Euro as a minimum in Solar PV project;
- B/ Experience in Project supervision and Management of at least two (2) similar project in the Region (Africa). Those two similar projects (B/) shall be different from the two projects above (A/).
- C/ Experience in Supervision and Management of at least one (1) similar contract (or Owners Engineer contract) financed by an international donor (World Bank, African Development Bank, European Investment Bank, AFD, KfW, etc.)

A successful consultant will be selected by eligibility criteria, establishment of the short-list and the selection procedure shall be in accordance with the *Agence Française de Développement* ("AFD") "Rules and Procedures for the use of Consultants" which is available on the AFD's website at <http://www.afd.fr>.

Place, Date and Time of Submission

Expression of interest must be submitted to the address below at or before **Thursday, 17th February, 2022, 10.30 hours East African Time** to: TANESCO Ubungo, Umeme Park Building, Ground Floor, **Tender Room G04**, Dar es Salaam, P.O Box 9024, Dar es Salaam. The envelope shall be sealed and clearly marked "**TENDER No. PA/001/2021-22/HQ/C/28 PROVISION OF CONSULTANCY SERVICES FOR PROJECT SUPERVISION AND MANAGEMENT FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) OF 50MWp SOLAR PV POWER PROJECT IN SHINYANGA AND ASSOCIATED 33/220kV SUBSTATION**"

Interested consultants may obtain further information from: the Secretary of the Tender Board, TANESCO, Umeme Park Building, Ubungo, Ground Floor, **Tender Room G04**, P.O Box 9024, Dar es Salaam, Tel: 255 (22) 2451145/2452172, Fax: 255 (22) 2451145/2452172, Email: sec.tenderboard@tanESCO.co.tz; and pmuprojects@tanESCO.co.tz; during office hours from 08.30 – 13.00 hours and 14.00 – 16.30hours local time on Mondays to Fridays inclusive except on weekends and public holidays.

Application must be submitted with a Statement of Integrity, Eligibility and Social and Environmental Responsibility signed and unaltered appended to the Request for Expression of Interest.

Late submission shall not be accepted for Evaluation.

**MANAGING DIRECTOR
TANZANIA ELECTRIC SUPPLY COMPANY LIMITED**

**Appendix to The Request for Expressions of Interest
(To be submitted with the application, signed and unaltered)**

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference of the bid or proposal _____ (the "**Contract**")

To: _____ (the "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been:
 - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;

- 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
 - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
 - 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5 In the case of procurement of goods, works or plants:
 - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.

4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
 - 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
 - 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
 - 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
 - 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
 - 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____

Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.