

# **REQUEST FOR PROPOSAL (RFP)**

**For the Development of a [•] Power Project**

**Issued by:** [•] (The Procuring Authority)

**Date of Issue:** [•]

**Reference N°:** [•]

## Disclaimer

This RFP is issued by [●] (the “Procuring Authority”) for the purpose of soliciting Proposals solely for in relation to the competitive procurement (the “Tender”) for the development of [●] (the “Project”). Only parties that have been designated as a Prequalified Bidder following the review and evaluation of Expressions of Interests (EOI) previously submitted are allowed to participate in the Tender.

This RFP does not constitute and shall not be interpreted as an offer to enter into a contract, or as a solicitation for offers. The Procuring Authority reserves the right, in its sole discretion and without incurring any liability, to amend, modify, cancel, or withdraw this RFP, to reject any or all responses to this RFP, and to reissue the RFP or initiate a new procurement process.

Participation in this RFP, by submission of a Proposal or otherwise, does not create any obligation on the part of the Procuring Authority to award a contract. The Procuring Authority shall not be liable for any costs, expenses, or liabilities incurred by Prequalified Bidders in connection with this RFP or any subsequent stage of the procurement process.

This RFP has been prepared for purposes relating to this Tender only and upon the express understanding that it will be used exclusively for the purposes set forth in this RFP. Neither the Procuring Authority, the Government or their respective advisers make any express or implied representation or warranty as to the accuracy or completeness of the information contained herein or made available as part of this RFP or in connection with any further investigation of the Project. The Procuring Authority, the Government and their respective advisers expressly disclaim all liability which may be based on such information, errors therein or omissions therefrom.

Any estimates, projections or forecasts included in any documentation prepared by the Procuring Authority, the Government or their respective advisers which may have been made available to the Prequalified Bidder, or that is publicly available, may contain significant elements of subjective judgment and analysis (which may or may not be correct) and substantial uncertainties. Such estimates, projections and forecasts should not be relied upon as indicative of current value or as a guarantee of future results, which may be significantly more or less favourable than as reflected herein and shall not be relied upon as a promise or representation. The Prequalified Bidder is entitled to rely solely on the representations made to it by the Procuring Authority in any final formal and binding contractual document executed at the term of the Tender (subject to such limitations and restrictions as may be contained therein). In providing this RFP, neither the Procuring Authority, the Government or their respective advisers undertake any obligation to provide Prequalified Bidders with access to any additional information beyond the material made available in the data room. Neither the Procuring Authority, the Government or their respective advisers undertake any obligation to update or otherwise revise this RFP or other materials supplied herewith or subsequently, although it may do so at its discretion. This RFP shall not be deemed an indication of the state of affairs of the Project nor shall it constitute an indication that there has been no change in the business or affairs of the Project since the date hereof.

All information contained in this RFP is provided in good faith and is based on available information at the time of issuance. It is the responsibility of each Prequalified Bidder to conduct its own investigations and obtain all necessary information prior to the submission of its Proposal or draw any conclusions for investment.

This RFP and the related Tender are governed by the laws of the Republic of Ghana. Any dispute arising under or in connection with this RFP is subject to the exclusive jurisdiction of the competent courts of Ghana.

# Table of Contents

<b>1. Purpose and Intent of the Tender</b>	<b>7</b>
1.1. Request for Proposals (RFP)	7
1.2. Project Objectives and Results	7
1.3. Procuring Authority and Stakeholders Involved in the Project	7
1.4. Prequalified Bidders	7
1.5. Content of the RFP	8
1.6. Contact Person for this Procurement	8
1.7. Prohibited Communications, Non-Collusion, Rejections	8
1.8. Questions and Clarifications	8
<b>2. Data Sheet</b>	<b>9</b>
<b>3. Tender Timeline</b>	<b>10</b>
3.1. Obtaining of the RFP Documents	10
3.2. Tender Calendar and Timeline	10
3.3. Tender Procedure	11
3.4. General Conditions of the Tender Process	13
<b>4. Overview of the Project</b>	<b>14</b>
<b>5. Scope of the IPP</b>	<b>14</b>
5.1. Terms of the PPA and Payment Mechanisms	14
<b>6. Proposal Content and Format</b>	<b>14</b>
6.1. Requirements of Legal Entities	14
6.2. Mandatory Administrative Requirements – Administrative Dossier	15
6.3. Content of the Technical Proposal	16
6.4. Content of the Financial Proposal	19
<b>7. Instructions for Submission of Proposals</b>	<b>20</b>
7.1. Format of Submissions	20
7.2. Electronic Submission	21
7.3. Physical Submission	22
7.4. Deadline for Submission of Proposal	23
7.5. Other Submission Instructions	23
<b>8. Evaluation and Ranking of Proposals</b>	<b>24</b>
8.1. Treatment of Submitted Proposals	24
8.2. Criterion 1 = Compliance of Administrative Dossier (Pass /Fail)	25
8.3. Criterion 2 = Scoring of Technical Proposals (100 points)	26
8.4. Scoring of Financial Proposal (100 points)	29
8.5. Summary of Scoring (sub-)Criteria and Formulae	30
8.6. Determination of the Preferred Bidder and Award	31

**9. General Conditions of the Tender .....32**

9.1. Confidentiality of the Proposals .....32

9.2. Rejection of Proposals or Cancellation of RFP/Tender.....32

9.3. Errors or Omissions .....32

9.4. Cost of Preparing Proposals and Ownership .....32

9.5. Modifications and Withdrawals.....32

9.6. Change to a Prequalified Bidder’s Composition .....33

9.7. Rights of the Procuring Authority .....33

9.8. Limitation of Liability .....35

**10. Review and Consideration .....35**

**11. Appendices .....36**

# List of Abbreviations & Definitions

In this document, the following abbreviations and definitions apply:

<b>Affiliate</b>	A person, corporation or any entity controlled by or controlling the Bidder or a Consortium Member (as the case may be), or associated with the Bidder or Consortium Member under common ownership and control
<b>Applicable Law(s)</b>	Any law, statute, ordinance, code, rule, or regulation, federal or local, as well as any order, writ, injunction, decree, ruling, determination, award, permit or variance of any federal or local governmental body, in effect now or as it may become applicable in the future, or any binding agreement with any federal or local governmental body, including technical standards, codes and specifications
<b>Consortium Member</b>	A member of a Prequalified Bidder's corporate group, consortium or joint-venture formed for the purpose of the Tender. Consortium Members should be identified in EOI and not be changed without the prior written consent of the Procuring Authority after publication of the shortlist
<b>Data Sheet</b>	Section. [2] of this RFP
<b>ECG</b>	Electricity Company of Ghana, the national public utility in charge of power supply in Ghana
<b>EOI</b>	Expression of Interest
<b>ESHS</b>	Environmental, Social, Health and Safety
<b>ESGMP</b>	Environmental, Social and Gender Management Plan
<b>ETC</b>	Entity Tender Committee
<b>Execution Date</b>	Date of signing of the Project Agreements at which these become binding and in force
<b>GHS</b>	Ghanaian Cedi
<b>Government</b>	The Government of the Republic of Ghana
<b>Government Entity(ies)</b>	Any department, agency, board, commission, body, bureau, office or public corporation under the Government of the Republic of Ghana, whether existing or to be created in the future
<b>GMT</b>	Greenwich Mean Time
<b>IPP</b>	Independent Power Producer, the party selected to execute the Project after completion of the Tender
<b>MOE</b>	Ministry of Energy of the Republic of Ghana
<b>MOF</b>	Ministry of Finance of the Republic of Ghana
<b>Offtaker</b>	xxxxxxxxxxxx
<b>PPA</b>	Power Purchase Agreement
<b>Preferred Bidder</b>	The Prequalified Bidder which, on the basis of the evaluation principles described in the RFP, is ranked first among the Prequalified Bidders that have submitted a compliant Proposal and is invited to enter the final negotiations to reach commercial and financial close

<b>Prequalified Bidder</b>	A party that has been shortlisted to participate in the Tender on the basis of the EOI submitted in response to the RFQ for the Project issued prior to this RFP, and which is allowed to submit a Proposal
<b>Proposal</b>	A bid submitted by a Prequalified Bidder that contains at minimum a technical proposal (Technical Proposal) (including the Administrative Dossier) and a financial proposal (Financial Proposal)
<b>Project Agreement(s)</b>	The agreements which to be entered into for the execution of the Project comprising of [PPA, Supply, etc.]
<b>Procuring Authority</b>	The Government Entity that is organising the Tender for the Project. For this RFP, the Procuring Authority is [ <i>Insert name of Authority</i> ]
<b>RFP</b>	Request for Proposals
<b>RFQ</b>	Request for Qualifications
<b>Project Site</b>	[•]
<b>PPA Tariff</b>	Price of electricity to be purchased by the Offtaker in the PPA, expressed in USD/kWh
<b>SPV</b>	Special Purpose Vehicle, the legal entity incorporated in the Republic of Ghana to act as a contracting party to the PPA
<b>Tender</b>	The competitive, two-stage procedure for the selection and award of a contract (or a set of contracts) to implement the Project as an IPP
<b>Tender Documents</b>	The set of documents issued for the Tender which comprises the RFP, the Project Agreements and their respective annexes, as well as the various addenda / bid bulletins published during the course of the Tender.
<b>Tender Security</b>	A compliant security in the form of a bank guarantee compliant with the requirements of this RFP
<b>TEP</b>	Tender Evaluation Panel
<b>USD</b>	United States Dollar
<b>VDR</b>	Virtual Data Room [delete as appropriate]

# 1. Purpose and Intent of the Tender

## 1.1. Request for Proposals (RFP)

The Procuring Authority invites interested parties (the “Prospective Bidders”) to submit soliciting Proposals, comprising of a Technical Proposal and a Financial Proposal, to participate in the competitive procurement to develop, finance, construct, operate, and maintain [•] (the “Project”) (referenced in the Data Sheet) as an IPP, on the basis of a Power Purchase Agreement with xxxxxxxxxxxxxxxxx. This RFP is part of the Government of Ghana’s strategic initiative to diversify energy sources and enhance energy security nation-wide.

Only parties that have been designated as Prequalified Bidders, as mentioned in this RFP, are allowed to participate in the Tender and will be granted access to the data room. Any other party willing to participate can only do so as a contracting partner to a Prequalified Bidder, subject to prior approval by the Procuring Authority.

## 1.2. Project Objectives and Results

The general objective of the Project is to [•]. The specific objectives are as follows:

- [•]
- [•]
- etc.

The anticipated results from the Project’s implementation are:

- [•]
- [•]
- etc.

## 1.3. Procuring Authority and Stakeholders Involved in the Project

[•]

## 1.4. Prequalified Bidders

Only Prequalified Bidders that have been notified accordingly by the Procuring Authority are entitled to participate in the Tender. The shortlist of Prequalified Bidders is:

- [•]
- [•]
- etc.

Only the designated Preferred Bidder appointed following the evaluation and scoring of the compliant Proposals received according to the principles laid out in this RFP will be invited to final contractual negotiations towards Commercial and Financial Close.

## **1.5. Content of the RFP**

This RFP forms part of the Tender Documents published for this procurement. The RFP includes the description of the Project, the Tender procedure, the instructions for preparation and submissions of Proposals, the scoring and evaluation framework and the procedure to appoint a Preferred Bidder and achieve contractual closing. The RFP is interlinked with the other documents constituting the Tender Documents and as such should be considered and followed together with the other components of the Tender Documents.

## **1.6. Contact Person for this Procurement**

Permitted communications and requests shall be addressed by email, mentioning the procurement reference and Project name in the Data Sheet, as well as an indication of the purpose (e.g. *Request for clarification for ...*) of the communication to the contact person specified in the Data Sheet.

The Procuring Authority will only communicate with the Primary contact person and/or the Secondary contact person that are mentioned in the contact sheet which shall be included in the Technical Proposal (see [Appendix 1]). If the Prequalified Bidder wish to amend the name of contact details of the Primary or the Secondary contact person, or both, it shall notify the Procuring Authority at the above address by indicating which contact person is amended (Primary, Secondary or both) and indicating their respective contact details as per the contact sheet.

## **1.7. Prohibited Communications, Non-Collusion, Rejections**

Direct communications with representatives of the Procuring Authority and its advisers or the Government (and its advisers) regarding any matter related to the contents of this RFP and the Tender are prohibited and shall only be addressed to the above contact. Failure to comply with this restriction may result in rejection of the Proposal or exclusion from the Tender.

## **1.8. Questions and Clarifications**

Any questions or request for clarification regarding the Tender Documents, including this RFP, shall be submitted before the clarification date mentioned in the Data Sheet in writing as specified in Section. [1.6]. No telephone or text/SMS inquiries will be accepted. The deadline for submission of questions or clarifications cannot be less than [14] days prior to the Proposal Submission Date.

Answers will be shared to all parties that have received the Tender Documents. Note that all questions and answers will be anonymised as they will be disclosed to all Prequalified Bidders.

## 2. Data Sheet

The Data Sheet include specific requirements, amounts or dates which apply to the Tender.

Section	Item	Term or Condition
[1.1]	Procuring Authority	[•]
[1.1], [1.6], [7.3.2]	Project & procurement reference number	Project: [•] Reference #: [•]
[1.6], [7.4]	Contact Person for the Tender	[Name] [Title] [Procuring Authority] Email: [Name]
[3.2]	Date and venue of Pre-Bid Conference	[DD/MM/YYYY] at [HH:MM] GMT [Location]
[1.8], [3.2]	Deadline for submission of questions and clarifications (last round)	[DD/MM/YYYY] at [HH:MM] GMT
[3.2], [7.4], [7.3.2]	Proposal Submission Date (submission deadline)	[DD/MM/YYYY] at [HH:MM] GMT
[3.3.5]	Date of Site Visit	[DD/MM/YYYY] at [HH:MM] GMT
[6.2.3]	Tender Security amount	[•]
[6.2.3]	Tender Security validity	The Tender Security shall be valid for [•] days following the Proposals Submission Date
[7.2], [7.4]	Contact Person for submission of Technical Proposal and Financial Proposal documents [if Email submission applies, otherwise delete]	[Name] [Title] [Procuring Authority] Email: [Name]
[7.2]	Contact Person for submission of the Financial Proposal's password	[Name] [Title] [Procuring Authority] Email: [Name]

[7.5.1]	Proposal Validity Period and Tender Security Validity Period	[•] calendar days after Proposal Submission Deadline or on [DD/MM/YYYY]
[•]	<i>Add or delete</i>	<i>Add or delete</i>

In case of discrepancy between the Data Sheet and another section of this RFP, the information in the Data Sheet shall prevail.

### 3. Tender Timeline

#### 3.1. Obtaining of the RFP Documents

The RFP is available free of charge. Only electronic versions of the Tender Documents are available.

#### 3.2. Tender Calendar and Timeline

The following table provides the indicative planning for the execution of the Tender.

Target Date	Procurement Stage
DD/MM/20YY	Publication of RFP and Tender Documents
DD/MM/20YY	Pre-bid conference and site visit
DD/MM/20YY	Deadline for submission of first round of questions and clarifications
DD/MM/20YY	Deadline for submitting marked-up Draft Project Agreements
DD/MM/20YY to DD/MM/20YY	One-on-one pre-bid individual sessions
DD/MM/20YY	Publication of the final iteration of the RFP and Tender documents
DD/MM/20YY	Deadline for submission of last round of questions and requests for clarifications
DD/MM/20YY	Proposals' Submission Deadline
DD/MM/20YY	Notification of award

If one-on-one sessions require more time (or rounds) than foreseen, the above planning shall be adjusted accordingly. The actual Proposal's submission deadline is a function of the timing required until the final iteration of the RFP and Tender Documents is available, on the basis of which Prequalified Bidders will prepare their Proposals. The Procuring Authority shall grant sufficient minimum time for Prequalified Bidders to prepare their (binding) Proposals once it has been established by the Procuring Authority, and acknowledged

by Prequalified Bidders, that no further rounds of pre-bid negotiations are necessary for the Prequalified Bidders to be able to prepare and submit their (binding) Proposal.

The Proposals Submission Date shall be further confirmed or amended by addendum if necessary.

### **3.3. Tender Procedure**

#### **3.3.1. Evaluation and Review Bodies**

In compliance with Applicable Laws, the following bodies are appointed:

- **Tender Evaluation Panel – TEP** : appointed by the head of the Procuring Authority based on required expertise, the TEP is established to assess and evaluate the Proposals received and prepare an evaluation report and recommendations for award.
- **Entity Tender Committee – ETC** : the ETC oversees the Tender and ensure compliance with Applicable Laws. The ETC reviews and approve the evaluation report submitted by the TEP and approves the award. For contracts with a value above GHS 15,000,000, the ETC is required to obtain concurrent approval from the Central Tender Review Committee (CTRC) of the Republic of Ghana.

#### **3.3.2. Rounds of Questions and Suggestions**

Within the timing indicated in the above calendar and the procedure described in Section. [1.8], Prequalified Bidders can submit questions, ask for clarifications or proposed amendments or suggestions on the RFP and Tender Documents. While propositions and suggestions on the terms and wording of RFP or the Project Agreement(s) can be submitted, substantial negotiations on Project Agreements terms will take place during the individual one-on-one sessions. It is therefore recommended to Prequalified Bidders to limit these on-email communications and prepare a list of topics and clauses to be discussed directly in these one-on-one sessions (see Section. 3.3.3).

The Procuring Authority shall make its best effort to provide responses to the questions and clarifications. No elements of responses or clarifications resulting on a possible amendment of the RFP or Tender Documents shall be considered final and valid until these are integrated in a revised version of the RFP or the Tender Documents or confirmed by way of addendum or bid bulletin.

#### **3.3.3. Markups and Comments on Draft Project Agreements**

In preparation of the one-on-one individual sessions, the Prequalified Bidders are requested to submit in advance a marked-up version of the draft Project Agreements with the Procuring Authority. These marked-up versions will not be shared with other Prequalified Bidders, unlike general questions and requests for clarifications as described in Section. 3.3.2. The marked-up version(s) should be submitted with sufficient time for the Procuring Authority to review and, if applicable, already take a position on the particular topics raised or decide to address those during the one-on-one individual session. The objective is to properly prepare the one-on-one individual sessions to achieve efficiency and cover all topics in the time allocated to each Prequalified Bidder.

Note that comments, mark-ups or amendments proposed by the Prequalified Bidder will only be accepted or rejected in writing, as described in Section. 3.3.4 and this RFP. No comments submitted in marked-up version should be considered accepted or rejected prior to carrying out the one-on-one individual sessions.

#### **3.3.4. One-on-one Individual Sessions**

With the objective to create a balanced contractual setup for the Project, integrate feedback from the market and enhance the bankability of the Project, Prequalified Bidders will be invited to attend (a) pre-bid negotiation session(s) with the Procuring Authority and its advisers. This round of pre-bid negotiations enables to address commercial and legal elements of the draft Project Agreements that Prequalified Bidders may deem necessary or critical to improve their Proposals and/or secure financing. Following the one-on-one individual sessions, revisions may be made to the RFP and/or the Tender Documents, as deemed necessary or acceptable by the Procuring Authority and at its full discretion.

Prequalified Bidders acknowledge that no verbal exchange during these meetings shall be considered agreed upon unless confirmed in writing by the Procuring Authority, either in the form of an addendum, a bid bulletin, or by way of publication of a revised RFP and Tender Documents. The Procuring Authority will publish, at its full discretion but after accepting feedback and suggestions, the final iteration of the RFP and Tender Documents on the basis of which Prequalified Bidders will formulate their Proposals. These changes or updates will be communicated to all Prequalified Bidders (as these become part of the latest RFP and Tender Documents) and will be anonymised.

At this stage, the Procuring Authority will assume that Prequalified Bidders accept the terms of the Project Agreements as they have been finalised, and Prequalified Bidders will have acknowledged that no conditional bids or requests for amendments of the core commercial terms already discussed and potentially amended will be accepted.

#### **3.3.5. Site Visit**

A site visit will be conducted on a given date (see Data Sheet). The Prequalified Bidder shall be responsible for all matters relating to the siting of facilities to be implemented. The Prequalified Bidder is advised to thoroughly investigate their proposed sites, conditions and surrounding areas, interconnection and obtain or verify all information necessary for the preparation of its Proposal.

Information or documents shared during the site visit are for information only and may not constitute an official statement or position of the Procuring Authority. The Procuring Authority, the Government and their respective advisers make no express or implied representation or warranty as to the accuracy or completeness of the information collected or provided during the site visit.

The Prequalified Bidder should consult with the relevant Government Entities in order to get all necessary approvals and agreements required for the implementation of the proposed Project. Failure to fully investigate the site shall not be deemed as acceptable grounds for the Prequalified Bidder to subsequently alter its Proposal after submission.

### **3.3.6. Submission, Final Negotiations and Award**

Once the final iteration of the RFP and Tender documents is published, as described in Section. [3.2], Prequalified Bidders will receive a (re)confirmation of the potentially revised submission deadline. At this point, no further questions or clarifications will be accepted.

Proposal submissions shall comply with the instructions as described in Section. [6] and Section. [7]. The Procuring Authority will then proceed with the evaluation of Proposals that have been deemed administratively compliant according to the evaluation principles as described in Section. [8]. The Procuring Authority reserves the right to ask questions or request clarifications from any Prequalified Bidder individually and, if it deems it necessary for properly conducting evaluation, invite Prequalified Bidders (which have submitted a compliant Proposal) to present their Proposal.

Once the evaluation is completed, the recommendations for award will be made to the ETC. The Proposal yielding the highest score will be declared Preferred Bidder and be informed in writing of the outcome of the evaluation. The other Prequalified Bidders (which have submitted a compliant Proposal) will be notified individually that their Proposal has not been successful.

The Preferred Bidder will be invited to proceed to final negotiations to finalise contractual documentation for execution. Such final negotiations cannot be commercial in nature and shall not result in any modification of the core commercial terms that have been pre-agreed with Prequalified Bidders prior to submission of the Proposals, and are expected to only concern administrative, wording or minor legal provisions or update of referenced technical documentation.

If final negotiations with the Preferred Bidder are unsuccessful or if the Preferred Bidder withdraws from the procedure prior to reaching the Execution Date, the Procuring Authority reserves the right to invite the second-ranked Prequalified Bidder to proceed with final negotiations, with the third-ranked Prequalified Bidder in case the second-ranked Prequalified Bidder does not proceed with final negotiations and subsequently ranked Prequalified Bidders in sequence. In such case, The Contracting Authority shall request the respective of the second-ranked (or third-ranked or subsequently ranked, as applicable) Prequalified Bidder to its willingness and approval to extend the validity of its Tender Security until the Execution Date; failure to do so will result in the respective Prequalified Bidder to withdraw from the process and cannot be invited to final negotiations in substitution to the initial Preferred Bidders (or the second-ranked, or third-ranked as applicable).

## **3.4. General Conditions of the Tender Process**

### **3.4.1. One Bidder, One Submission**

Each Prequalified Bidder may submit only one [1] Proposal (comprising a Technical Proposal and a Financial Proposal). A Prequalified Bidder (or any of its Affiliates) intending to submit a Proposal or a Consortium Member intending to submit a Proposal as part of a joint-venture, consortium or partnership of firms, cannot submit another Proposal as a Prequalified Bidder or be a Consortium Member of another joint-venture, consortium or partnership of firms that is submitting a Proposal.

### **3.4.2. Access to the Data Room**

Access to the data room is for the purpose of preparing and submitting Proposals. Prequalified Bidders have been notified in the invitation letters of instructions for requesting access credentials to the data room.

Prequalified Bidders shall provide names, functions and email addresses of its personnel for which it requires access.

Information to be distributed to Prequalified Bidders shall be treated confidentially and not distributed to external entities except authorised parties that are involved in the preparation of Proposals (e.g. advisers, sub-contractors or consortium partners). It is the responsibility of the Prequalified Bidder to ensure that such authorised parties maintains confidentiality similar to the requirements applying to the Prequalified Bidder.

### **3.4.3. Revisions to the RFP**

The Procuring Authority may issue addenda in the event it becomes necessary to revise any part of this RFP. Additionally, the published questions and answers and any other pertinent information will be provided as addenda to the RFP iterations.

### **3.4.4. No Obligation to Contract**

Issuance of this RFP does not constitute a commitment by the Procuring Authority or any other representative of the Government of the Republic of Ghana to execute any contract.

## **4. Overview of the Project**

*[Insert Summary the Project]*

## **5. Scope of the IPP**

*[Role and duties of the IPP]*

### **5.1. Terms of the PPA and Payment Mechanisms**

*[refers to the Tender docs]*

## **6. Proposal Content and Format**

The Proposal from a Prequalified comprises three parts, namely the Administrative Dossier, the Technical Proposal and the Financial Proposal. If one of more part is missing in the submission, the Proposal shall be deemed not compliant and rejected.

### **6.1. Requirements of Legal Entities**

Prequalified Bidders that are corporations, partnerships or any other legal entity shall be properly registered or capable to be registered to do business for the submission of their Proposal. The Project Agreements prevail in identifying any requirements for the Prequalified Bidder to register a legal entity in Ghana to implement and operate the Project. For the sake of clarity, it is not necessary to establish such entity at the time the submission of the Proposal, participation in the Tender and contract execution. After award, requirements for registration

of a legal entity to execute the contract is subject to the provisions, obligations and/or conditions precedent as specified in the Project Agreements.

## **6.2. Mandatory Administrative Requirements – Administrative Dossier**

### **6.2.1. Legal and Administrative Representations**

Prospective Bidders that submit a Proposal must provide documents and statements demonstrating that the following general administrative requirements are met. Note that, in case of submission as a joint-venture, consortium or partnership of firms, these requirements shall apply to each Consortium Member individually:

- Proof of Prospective Bidder or Consortium Member registration in the Chamber of Commerce register or equivalent in their country of registration/establishment;
- A renewed Sworn statement as included in the EOI according to the instructions in the RFQ.

### **6.2.2. Mandatory Submission Documents**

Besides the above requirements and their respective supporting evidence or sworn statements, the Proposal shall include the following items for being declared compliant:

#### ***In the Technical Proposal***

- A Proposal Submission Letter (cover letter), using a Prospective Bidder's letterhead and signed by the Prospective Bidder's authorised representative, using the template in [Appendix 1]; the Proposal Submission Letter includes two parts, one for the Technical Proposal and one for the Financial Proposal;
- In case of submission as a joint-venture, consortium or partnership of firms, a signed statement of all Consortium Members identifying the Consortium Member acting as consortium lead representative, being authorised to act on behalf of the joint-venture, consortium or partnership of firms and contractually engage those, using the template in [Appendix 2]; any statement or document signed by the designated lead representative will be deemed to be binding for all Consortium Members;
- The sworn statements listed in [6.2.1] above;
- A compliant Tender Security as per Section. [6.2.3] and the model in [Appendix 4];

#### ***In the Financial Proposal***

- The Commitment Letter(s) from Shareholders and Indicative Support Letter(s) from Lenders as per the models in [Appendix 5] and [Appendix 6] respectively.

### **6.2.3. Submission of the Tender Security**

A Prequalified Bidder shall submit a Tender Security with its Proposal in accordance with the form attached in [Appendix 4]. The amount and validity period of the Tender Security are specified in the Data Sheet.

In case of electronic submission, a scanned copy of the original Tender Security shall be uploaded as a component of the Administrative Dossier.

For the physical submission, the Tender Security shall be submitted within the Technical Proposal envelope.

The Tender Security submission is linked to the preparation of the Proposal. For the sake of clarity:

- The Tender Security is a mandatory item in the Proposal; no other security is required to participate in the Tender and in a one-on-one individual session, and a Proposal shall only be considered eligible if it contains the Tender Security;
- Once Proposals are formally submitted and deemed compliant, withdrawal by the Prequalified Bidder from the procedure after the submission deadline entitles the Procuring Authority to call the Tender Security in full; this is applicable during the period from Proposals Submission Date until the Execution Date by the Preferred Bidder or during the period and according to the process as described in [3.3.6] above ;
- Individual Tender Securities submitted by Prequalified Bidders which are not declared Preferred Bidder shall be returned by the Procuring Authority on or after the Execution Date with the Preferred Bidder.

#### **6.2.4. Submission of the Administrative Dossier**

All documents, declarations and forms described in Section. [6.2.1] to Section. [6.2.3]. The Administrative Dossier shall be placed in the same document as the Technical Proposal. In other terms, the Proposal includes two documents, the first of which is the Technical Proposal which also includes the Administrative Dossier as the first section/chapter.

### **6.3. Content of the Technical Proposal**

#### **6.3.1. Proposal Submission Letter and Table of Content**

The Technical Proposal includes the submission letter, prepared in company letterhead, using the form in [Appendix 1]. The Technical Proposal submission letter shall make no mention of the elements included in the Financial Proposal submitted in a separate envelope/document, in which case the Procuring Authority is entitled to reject the Proposal altogether.

The Technical Proposal shall show a table of content with page marking for easier review of the various sections.

#### **6.3.2. Elements of the Technical Proposal**

The Technical Proposal shall include the following sections:

**The Administrative Dossier**, as described in Section. [6.2.4].

## **Part I - Approach and Methodology<sup>1</sup>**

### **A. Site Organisation**, including, but not limited to:

- A Project organisation chart;
- Estimated number of contractor's staff during the various phases of the Project's implementation, on a quarterly basis. It shall identify the portion of such which is local labour;
- Approach to maximise the use of local labour, suppliers and services during the execution of the project. Local labour shall include non-skilled, semi-skilled and skilled labour as well as Ghana-based service providers. Service providers may include labour hire companies, local civil contracting companies, catering and transport services and the like. Furthermore, the Proposal shall describe the methodology statement on how local labour, suppliers and services will be sourced and engaged as well as the proposed conditions of engagement.

### **B. Statement of Methodology**, including, but not limited to:

- General methodology and approach to successfully implement and deliver the Project, with particular attention on measures employed to enhance sustainability and decrease the environmental impact of the Project's implementation and operation;
- Proposed approach for interconnection with the national grid;
- Method of transport and handling to deliver major equipment to the site;
- [add as appropriate, specific to solar/RE or thermal projects];
- [add as appropriate, specific to solar/RE or thermal projects].

### **C. Project Implementation Schedule**, using an MS Projects GANTT Chart (or similar), including, but not limited to:

- Mobilisation schedule including key personnel;
- Construction schedule showing main task dependencies, with sufficient level of detail of main construction and delivery milestones.

### **D. Environmental, Social and Gender Management Plan**

- The Proposal shall include a comprehensive ESGMP (Environmental, Social and Gender Management Plan).
- The ESGMP shall have regard to the ESHS provision in the Project Agreement as per the Employer's Requirements.

### **E. Plant Description**, including, but not limited to:

- General plant layout arrangements, including solutions proposed for compliant technical alternatives as per the **Project's specifications**.

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<sup>1</sup> Note to User: in this section, elements may be specific to solar projects or thermal projects. User is advised to draft or adapt this section with the specific element of the procured project.

**F. Contractor's Equipment Schedule**, including major equipment to be mobilised during the construction of the Project.

**G. List of Nominated Subcontractors** for major items of the plant and installation services.

**H.** [Add or delete]

**I.** [Add or delete]

## **Part II - Specifications, Construction Costs Breakdown and Assumptions**

### **1. Technical Specifications and Data**

The Technical Proposal includes the proposed technical design which would allow the plant to meet the proposed minimum functional specifications to be included in the PPA. Of necessity, the minimum functional specifications and other technical data will be made available to the grid operator.

The Prequalified Bidder shall supply in its Proposal, and meet respectively, the following data:

- Expected net plant(s) output profile with details of expected variations on a daily, weekly, monthly and annual basis as appropriate, according to expected ambient Project Site conditions;
- Design for proposed generation units, other proposed facilities and associated equipment;
- Compliance with relevant environmental and statutory requirements;
- Electricity generating unit(s) to be able to start and operate independently of the national grid;
- Electricity generating unit(s) operating frequency to be [add technical specifications];
- Fault levels and protection systems to be acceptable based on [national grid specifications] requirements;
- All utility requirements for interconnection with [national grid specs] to be complied with, including those relating to the supply of reactive power;
- [add or delete].

### **2. Construction Cost Breakdown**

- The Technical Proposal shall include a detailed breakdown of capital expenditures in a sufficiently detailed table.

### **3. Financing Plan and Evidence of Financing Sources**

This section includes a qualitative description of the financing strategy (Financing Plan) to successfully realise the Project. The financing strategy shall highlight among other how the Prequalified Bidder is experienced in securing financing for similar projects, how the proposed financing structure enhances the competitiveness of the Proposal and the proposed PPA Tariff, if it includes credit enhancement features or product, how realistic the terms and assumptions are, and more broadly how the Prequalified Bidder can provide comfort that it will be able to successfully achieve Financial Close.

The financing plan shall also include as mandatory content / attachments :

- Commitment letter(s) from sponsors/shareholders to provide the specified amount of equity financing;
- Letters of Intent including indicative term sheets from lenders showing the financing conditions.

#### **4. Additional Supporting Technical Data**

- The Technical Proposal shall include additional supporting technical data as listed in [Appendix 5].

## **6.4. Content of the Financial Proposal**

### **6.4.1. Proposed PPA Tariff**

The Financial Proposal includes the proposed PPA Tariff which shall be for the execution and completion of the Project as defined in the Proposal, using the form in [Appendix 8] by completing Form *F.1 PPA Electricity Price*.

[For solar projects]

The PPA Tariff shall be calculated in the financial model according to the formula presented in [refer to PPA Schedule [•]].

The financial model shall clearly identify these assumptions to enable the Authority to evaluate the rationality of the PPA Tariff calculation. In case of discrepancy between the PPA Tariff shown in the financial model and the *F.1 PPA Electricity Price* form in the Financial Proposal, the value shown in the *F.1 PPA Electricity Price* form shall prevail.

### **6.4.2. Submission of the Financial Model**

The Financial Proposal must include a base financial model in electronic, editable format (the "Financial Model"). The Financial Model shall comply with the minimum following requirements:

- Submitted as electronic file (soft copy) using Microsoft Excel 2019 (v16.0) or higher version in UK English-compatible format.
- Labels or description should be in English.
- The file shall be editable and usable without the need of external modules. If the Financial Model requires the activation of add-ins, only add-ins which are included in the standard version of MS Office shall be used, in which case the user guide shall clearly explain which add-ins are to be activated.
- Contain transparent calculations and outputs in a level of detail sufficient to assess whether all the elements of the scope of the PPA and calculations are made in sufficient details to be recognisable.
- Display information on the basis of the fiscal year applicable in Ghana (ending 31<sup>st</sup> December).
- Display the units and total sum (if applicable) of each row or cell in separate columns.
- Present no error messages when opening the workbook. No error message shall appear in case one of the (hard-coded) input assumptions is modified within a reasonable amount, e.g. for purpose of sensitivity analysis.

- Be constructed using quarterly or semi-annual periods throughout the Project period; for purpose of precision, calculations related to the construction period can be in monthly resolution, although such second resolution is not mandatory; in addition, the workbook shall include a summary tab displaying the financial statements (Profit & Loss Statement, Balance Sheet Statement and Cash Flow Statement) in annual figures (for each fiscal year).
- Be free of mechanical errors, circular references and links to external workbooks.
- Be suitable for use in connection with any calculations required to be made pursuant to any compensation event and relief event, as the case may be.
- Include a concise user guide (in a dedicated tab/sheet) explaining the basic functionalities, workbook structure, colour coding and conventions used for displaying information (negative values, etc.), as well as an explanation of macro codes, if any. The user manual shall explain the necessary steps to re-optimize or recalculate the model if one of the assumptions is altered within a reasonable range, e.g. for purpose of sensitivity analysis.
- Include the minimum content as follows:
  - Input sheets: sheets or tabs which group all manual input cells and rows which are hard-coded. The input cells shall be marked in a distinctive colour or shading (to be made clear in the user guide).
  - Calculation sheets: sheets where calculations and steps are performed to translate input data into output information. Such sheets shall not contain manual input cells or rows, which are exclusively contained in the input sheets, and in sufficient details for facilitating the review during the Proposal's evaluation. In particular, calculation shall enable the reviewer to easily distinguish between amounts including and amounts excluding inflation and indexation.
  - Output sheets: output sheets shall at minimum include the Project's company financial statement (Profit & Loss Statement, Balance Sheet Statement and Cash Flow Statement), the Project's Internal Rate of Return, the Sponsors' Rate of Return (Return on Equity) and the typical financing covenants (e.g. gearing, DSCR, LLCR).
  - Scenario sheet: sheets summarising key investment, operating and financial scenarios that impact the financial results in both a positive and negative manner.
  - [In the case of solar projects: at minimum, both P50 and P90 scenarios for energy yields should be presented. P50 scenario should be presented as the base case scenario]
- Password protection and security: no part of the Financial Model (cell, column, row, sheet, macro or otherwise) may be separately hidden, locked or protected with a password, including the workbook itself. The Financial Model shall not be restricted for use in time, where the workbook would be automatically rendered inactive after a given time period.

## **7. Instructions for Submission of Proposals**

### **7.1. Format of Submissions**

As described in this RFP, the preparation of Proposals will be concurrent to the completion of the iterative one-on-one pre-bid negotiations. During this process, Prequalified Bidders will be required to submit draft

documents (e.g. list of queries, marked-up version of draft agreements, etc.). The submission of such documents shall take place as follows:

- Documents submitted electronically shall be provided both in PDF and editable (MS Word or MS Excel) versions for easier consolidation;
- To officialise the submission within the prescribed timing, the Prequalified Bidder shall notify the Procuring Authority accordingly with an official cover email at the contact person and email address specified in the Data Sheet; for clarity, such cover email shall refer to the tender name and number and list the name and version of the submitted documents consistently.

## 7.2. Electronic Submission

*[Delete as appropriate]*

Electronic Submission of Proposals is not allowed.

*or*

Prequalified Bidders can submit Proposal electronically. The submission is made ... *[insert one of the options below / delete as appropriate]*

- *[If a virtual data room is provided, use this wording : [... in the Virtual Data Room (VDR) by uploading the Technical Proposal and the Financial Proposal in the appropriate folders for which the Prequalified Bidders are granted access. The separate Technical Proposal and Financial Proposal documents formats and should be as per below instructions]*
- *[if by email, use this wording : [... by email at the email address indicated in the Data Sheet, in two separate messages with the subject line mentioning the following : **Proposal Submission for [Name of Project and Reference #] [as per Data Sheet] – Technical Proposal / Name of Prequalified Bidder** and **Proposal Submission for [Name of Project and Reference #] [as per Data Sheet] – Financial Proposal / Name of Prequalified Bidder** respectively. Document formats and password protection should be as per below instructions]*

If the Proposal is submitted electronically, the Technical Proposal and the Financial Proposal shall be submitted separately in two distinct files (in PDF format), with the Financial Proposal file being a **password-protected file**. Each document may not exceed [•] MB in size.

Once the compliance is verified and confirmed and the Technical Proposal score is not lower than the minimum score, the Procuring Authority will request each Prequalified Bidders which Proposal proceeds to the financial evaluation stage to provide the Financial Proposal file's password to the contact person specified in the Technical Proposal at the email address indicated in the Data Sheet, with the name of the file and Prequalified Bidder in reference.

No password should be sent to the Procuring Authority prior to this request nor be mentioned in any way in the Technical Proposal.

### 7.3. Physical Submission

*[Delete as appropriate]*

Physical Submission of Proposals is not required.

*or*

Proposals shall be submitted both electronically as per instructions in Section. [7.2] and physically in hard copy, by hand or courier, according to following the instructions. In case of discrepancy between the electronic submission and the physical submission, the physical submission shall prevail.

#### 7.3.1. Proposal's Envelopes

the Proposal can be submitted in a sealed outer envelope (or box) which contains two distinct, sealed envelopes (or boxes) (one for the Technical Proposal and Administrative Dossier, one for the Financial Proposal) which can be individually opened without having to open the other one.

#### 7.3.2. Envelopes' Labelling

The Proposal's outer envelope (or box) shall display the following marking / labelling:

**"RFP for [Name of Project] ([RFP or Tender #/reference])**

***[Name of Prequalified Bidder]***

**Sealed Proposal / Do Not Open Before [Proposal Submission Date]"**

The two inner envelopes shall be individually sealed and labelled as follows:

- For the Technical Proposal and Administrative Dossier:

**"RFP for [Name of Project] ([RFP or Tender #/reference])**

***[Name of Prequalified Bidder]***

**TECHNICAL PROPOSAL / Open Only on Instruction of the ETC"**

- For the Financial Proposal:

**"RFP for [Name of Project] ([RFP or Tender #/reference])**

***[Name of Prequalified Bidder]***

**FINANCIAL PROPOSAL / Open Only on Instruction of the ETC After Completion of Technical Proposals Evaluation"**

Failure to properly seal envelopes (or boxes) individually or to include the correct marking may result in the rejection of the Proposal. The Procuring Authority assumes no responsibility for the misplacement or premature opening of the Proposals submitted.

Physical Proposals in hard copies include the following:

- 1 original of the Technical Proposal and Administrative Dossier;
- 1 copy of the Technical Proposal and Administrative Dossier;
- 1 original of the Financial Proposal; and
- 1 soft copy of the Financial Model on a readable, non-password protected flash drive.

## 7.4. Deadline for Submission of Proposal

*[Delete as appropriate]*

Physical Proposals shall be delivered at the tender box before or on the Proposal Submission Date specified in the Data Sheet, at the following address:

To: Chairperson of the ETC

*[add address]*

*[and/or]*

Electronic Proposals are submitted at the address indicated in the Data Sheet on or before the Proposal Submission Date. Prequalified Bidders may request confirmation of receipt to the contact person indicated in the Data Sheet (note: email address may be different from the address for submission of Proposals; please refer to Data Sheet for details).

The Procuring Authority may, at its sole discretion extend the Proposal Submission Date by issuing an addendum in accordance with this RFP, after which all rights and obligations of the Procuring Authority and the Prequalified Bidders shall be subject to the new deadline, including corresponding extension of the Tender Security validity consistently with the new submission deadline.

## 7.5. Other Submission Instructions

### 7.5.1. Validity Period of Proposals

The Proposals shall be valid and binding for the Validity Period as specified in the Data Sheet, and needs to be reflected accordingly in the Proposal's submission letters which are required for the compliance of the Proposals as described in this RFP. The same applies for the Tender Security.

The Procuring Authority may request, at its discretion, Prequalified Bidders which have submitted a Proposal to extend the validity period (of the Proposals and consequently the Tender Security). Failure to extend the validity may lead to the Proposals being excluded from evaluation.

### 7.5.2. Treatment of Late Proposals

It is the sole responsibility of the Prequalified Bidders to ensure that the Procuring Authority receives its Proposal by the date and time specified in the Data Sheet. Any Proposal received after the Proposals

Submission Date will not be considered. Prequalified Bidder(s) who have submitted late Proposals will be notified and their Proposal(s) returned unopened.

### **7.5.3. Language of Proposals**

The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature provided by the Prequalified Bidder with the Proposal may be in any other language provided they are accompanied by a certified translation in the English language. Supporting materials which are not translated may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

### **7.5.4. No Apparent Conflict of Interest**

During the execution of the Tender, the Procuring Authority shall periodically reassess whether any changes in the conditions on which the Prequalified Bidder has been prequalified (e.g. change in ownership, completion of a competition project, etc.) creates a possible conflict of interest (including conflict of interest of a mere commercial nature, to be determined as such on the Procuring Authority's sole discretion) which it may consider could negatively affect the Project, the Procuring Authority or the Government.

Equally, if any change subsequent to the publication of the shortlist of Prequalified Bidders is deemed by the Prequalified Bidder to represent a possible conflict of interest, they shall be obliged to immediately inform the Procuring Authority and describe such changes and conditions.

The mere appearance of a conflict of interest shall constitute sufficient cause for the rejection of a Proposal or exclusion of a Prequalified Bidder from the Tender.

## **8. Evaluation and Ranking of Proposals**

### **8.1. Treatment of Submitted Proposals**

#### **8.1.1. Opening of Proposal**

Proposals which are submitted prior or on the Proposals Submission Date are opened; Proposals for which a notice of withdrawal has been submitted as described in the RFP will not be opened.

After opening the Proposal's Technical Proposal envelope (or electronic version as case may be), the Procuring Authority is not obliged to disclose information related to examination, clarification evaluation and comparison of Proposals except in instances identified in this RFP. Any effort by or on behalf of a Prequalified Bidder to influence the Procuring Authority, a representative of the Government or any of their respective advisers with respect to the process of examination, clarification, evaluation and comparison of Proposals is not allowed and constitutes ground for disqualification of the Proposal.

#### **8.1.2. Confidentiality**

All documents submitted by the Prequalified Bidders and marked "*confidential*" will be treated as confidential except in instances where technical data is required for the PPA, systems analysis and interconnection

considerations, in which event they will be shared with the grid operator. Notwithstanding the foregoing, the Procuring Authority shall be at liberty to release any or all information submitted by the Prequalified Bidders to its for purposes of the evaluation of the Proposals.

### **8.1.3. Clarification of Proposals**

During the examination, evaluation and comparison of Proposals, the Procuring Authority may, at its discretion, ask the Prequalified Bidder for clarification of its Proposal. Requests for clarifications and responses shall be in writing through the Primary/Secondary contact person and no change in the PPA Tariff or substance of the Proposal shall be sought, offered or permitted by the Prequalified Bidder.

### **8.1.4. Correction of Errors**

Proposals determined to be compliant will be checked for any arithmetic errors in computation and summation and recalculated if necessary. Quoted unit prices shall govern in the recalculations. Where there is a discrepancy between amounts in figures and in words, the amounts in words will prevail. All corrections that could affect the comparative ranking of Proposals will be explained. All corrections are considered binding on the Prequalified Bidder. Prequalified Bidders affected by changes will be notified of the detailed changes. The Prequalified Bidder can accept such arithmetic corrections; if the Prequalified Bidder does not agree with the proposed correction, the Procuring Authority will be entitled to reject the Proposal.

The amount stated in the Proposal will be adjusted in accordance with the above procedure for the correction of errors.

Prequalified Bidders acknowledge that the Procuring Authority is not obligated to request or propose any corrections, and has sole discretion is requesting and implementing such.

### **8.1.5. Ranking and Scoring**

The Proposals are scored on the basis of three criteria, some broken down in sub-criteria each either given a pass/fail mark or assigned an individual score, summing up to the maximum score for the scored criteria. The scored criteria are then added together to formulate the Proposals score and establish the ranking. The maximum score for a Proposal, after the pass/fail criterion is evaluated, is [300] points, as follows:

- A maximum of **100 points** for the Technical Proposal; the minimum to qualify to the Financial Proposal stage is 70 points;
- A maximum of **100 points** for the Financial Proposal.

The following section describes the criteria and sub-criteria and their individual evaluation and scoring principles.

## **8.2. Criterion 1 = Compliance of Administrative Dossier (Pass /Fail)**

Prior to performing the evaluation and scoring of the Proposals submitted before the Proposal's Submission Date, an administrative compliance check is be performed. If any document, statement or form is missing, the Procuring Authority may, at its discretion:

- Notify the Primary and the Secondary contact person and request that missing items are submitted within a specified time and date; or
- Reject the Proposal submission if the additional documentation is not deemed sufficient or appropriate, or if such is not submitted within this time and date.

The review of compliance results in assigning a **PASS** or **FAIL** status to the Proposal. If PASS is assigned, the Technical Proposal is then evaluated.

### 8.3. Criterion 2 = Scoring of Technical Proposals (100 points)

#### 8.3.1. Evaluation and Scoring Principles

For each Proposal that has been deemed compliant pursuant to the administrative compliance check as described in Section. [8.2], the Procuring Authority assigns a score to the Technical Proposal according to four sub-criteria, namely:

- **TP1 = Proposed Design & Construction (35 points)**
- **TP2 = Ability to Provide Service to the National Grid (15 points)**
- **TP3 = Arrangements for O&M, including Environmental Compliance (25 points)**
- **TP4 = Robustness of the Financing Plan (25 points)**

The evaluation of the Technical Proposal is made according to the following grading scales; each of the four sub-criteria is evaluated individually, in that one sub-criterion may not necessarily assigned the same grade as the two others. [If one or more sub-criterion is assigned a score of 0, the Technical Proposal will be deemed not responsive and will not be retained for the Financial Proposal scoring].

The grading scale for TP1, TP2 and TP3 is as follows:

<i>Grading</i>	<i>Description</i>	<i>%age of Total Score</i>
<b>Excellent (Robust &amp; Realistic)</b>	Fully meets or exceeds all technical requirements. The proposal is comprehensive, technically sound, innovative, and clearly addresses design, grid integration, O&M, and environmental compliance. All elements are well-supported by evidence and implementation clarity.	100%
<b>Good (Credible)</b>	Technically strong and feasible. Covers all key aspects with minor gaps. Proposal reflects good engineering practices and awareness of site-specific or grid integration issues. O&M and environmental plans are clear and realistic.	75%
<b>Adequate (Workable)</b>	Satisfies the basic technical requirements but lacks detail or depth in one or more areas. May rely on generic or non-customised approaches. Some uncertainty exists in implementation feasibility or environmental management	50%

<i>Grading</i>	<i>Description</i>	<i>%age of Total Score</i>
<b>Weak (Speculative)</b>	Significant gaps, unclear descriptions, or lack of adaptation to local grid/site context. Design may appear off-the-shelf or misaligned. O&M or environmental compliance aspects are vague or missing.	25%
<b>Poor (Non-Viable)</b>	Proposal is technically inadequate or non-compliant. Serious flaws in design, grid connection, or environmental risk. No credible O&M arrangements. Major omissions.	0%

The assessment of the financing plan – TP4 – is made by assigning a grade of according to the following scale:

<i>Grading</i>	<i>Description</i>	<i>%age of Total Score</i>
<b>Excellent (Robust &amp; Realistic)</b>	Financing plan is comprehensive, highly credible, and fully aligned with project needs. Strong evidence of commitments (e.g. signed term sheets, letters of interest). Risks are clearly identified and mitigated. Demonstrates deep market understanding.	100%
<b>Good (Credible)</b>	Financing plan is clear and well-structured with realistic assumptions and identified sources of finance. Some supporting evidence provided, such as preliminary lender discussions. Minor risks or gaps exist but are manageable	75%
<b>Adequate (Workable)</b>	Financing plan is workable but lacks depth or commitment. Financing sources are identified but not substantiated. Risk assessment is limited or generic. Uncertainties remain regarding timing or availability of funds	50%
<b>Weak (Speculative)</b>	Financing plan is unclear, speculative, or incomplete. Financing sources are vague or aspirational. Little to no risk analysis. Significant doubt about the plan's feasibility	25%
<b>Poor (Non-Viable)</b>	Financing plan is not viable or absent. No coherent financial strategy is presented. No evidence of funding interest. Major inconsistencies or omissions	0%

### 8.3.2. TP1 – Proposed Design & Construction (35 points)

The evaluation of this sub-criterion focuses on elements such as engineering design quality, technical feasibility, construction timeline and methodology, adaptability to local context. The following aspects are reviewed and evaluated at minimum, but not exclusively.

**For Solar:**

1. Optimisations proposed on design and implementation that maximise the yield performance of the Project
2. Design choices that minimise land use
3. Suitability of the proposed design
4. Commercial experience in producing and implementing similar designs

5. Proposed methodology and arrangement for construction

6. Share of local labour and local content in the Project

For Thermal:

1. Optimisations proposed on design and implementation that maximise efficiency of the plant

2. Design choices that minimise environmental impact and negative effects

3. Suitability of the proposed design, including adequate fuel storage capacity

4. Commercial experience in producing and implementing similar designs

5. Proposed methodology and arrangement for construction

6. Share of local labour and local content in the Project

### 8.3.3. TP2 – Ability to Provide Service to the National Grid (15 points)

The evaluation of this sub-criterion relates to the assessment of ability to meet dispatch requirements, stability, compliance with grid codes, evidence of coordination with grid operator. This includes, but not exclusively:

7. Ability to provide national grid support in the areas of voltage and frequency control

8. Ability to provide dispatchable power to the national grid

### 8.3.4. TP3 – Arrangements for Operations & Maintenance (O&M) (25 points)

9. Proposed arrangement for O&M and how it maximises plant serviceability, experience of proposed O&M personnel and portion of local personnel employed

10. Environmental, Social and Gender Management Plan : explaining how the contractor manages impacts of the Project on the physical, ecological and socioeconomic environments, promoting gender empowerment and balance, together with evidence that the standards of all relevant regulatory and statutory agencies will be met

11. [for Thermal project: Proposed arrangement for IPP that take fuel risk]

### 8.3.5. TP4 – Robustness of the Financing Plan (25 points)

The Technical Proposal includes a comprehensive financing plan which illustrate how the Prequalified Bidder will arrange and close the necessary financing to implement the Project, and the steps to reach Financial Close. The robustness, comprehensiveness and practicality of the financing plan will be assessed on (but not exclusively) elements such as:

- Robustness and coherence of the financing plan with assumptions and cash flows presented in the Financial Model;
- Practicality of the financing plan, in particular the timing for achieving financial close;
- Realism of financing terms and evidence of coherence with recent market conditions;
- Strength of equity and debt commitment letters provided;

- Strength of commitment to provide credit support by shareholders of the Project's SPV and by primary subcontractors for construction and operations obligations, such as commitment to provide parent company guarantees, performance bonds, letters of credit, relevant cash reserves and others.

### 8.3.6. Minimum Technical Score for Eligibility

Once the respective score are established, only the Proposals which Technical Proposal score is equal or higher than **[70] points** will be retained and proceed to the evaluation of the Financial Proposal. Scores are mathematically rounded to one decimal place.

Example: Technical Proposal A receive grades *Good*, *Excellent*, *Good* and *Adequate* for the TP1, TP2, TP3 and TP4 sub-criteria respectively, Technical Proposal B *Good*, *Good*, *Good* and *Adequate* respectively and Technical Proposal C *Excellent*, *Good*, *Poor* and *Excellent* respectively. The following scores are then assigned:

Proposal A = 75% x 35 + 100% x 15 + 75% x 25 + 50% x 25 = 72.5 points

Proposal B = 75% x 35 + 75% x 15 + 75% x 25 + 50% x 25 = 68.8 points

Proposal C = 100% x 35 + 75% x 15 + 0% x 25 + 100% x 25 = 71.3 points

After scoring, Proposal A meets the minimum threshold and proceeds to the Financial Proposal evaluation, Proposal B does not meet the minimum threshold and if not further evaluated and Proposal C has scored 0 points for TP3, therefore is also not further evaluated and rejected.

Proposals which do not meet this threshold will be considered not sufficiently technically responsive and the Financial Proposals will not be opened and returned unopened to the Prequalified Bidder, together with the Tender Security.

## 8.4. Scoring of Financial Proposal (100 points)

The Financial Proposal evaluation comprises the PPA Tariff for power purchase, which is the base for assigning scores. The ranking of Proposals that have passed the Technical evaluation stage as described above is made solely on the Financial Proposal scoring. For the sake of clarity, the score assigned for technical sub-criteria TP1 to TP4 is computed only to determine if the Proposal passes or fails the Technical evaluation stage, and is not added to the Financial Proposal score during the Financial evaluation stage.

### 8.4.1. Scoring of proposed PPA Tariff

The criterion *PPA Tariff* is assigned a score according to the following formula:

$$\frac{\text{Lowest PPA Tariff}}{\text{FP PPA Tariff}}$$

where: **Lowest PPA Tariff** is the lowest power price in USD/kWh of all compliant Proposals that have passed the Technical evaluation stage

**FP PPA Tariff** is the PPA Tariff in the Prequalified Bidder's Financial Proposal being evaluated. If the evaluated Prequalified Bidder's Proposal is the one with the *Lowest PPA Tariff*, then *Lowest PPA Tariff* = *FP PPA Tariff*

Values are rounded to three decimal places. The result of this formula is then multiplied by the maximum score for the Financial Proposal, rounded to one decimal place.

Example: if *Lowest PPA Tariff* is 0.5 /kWh and *FP PPA Tariff* is 0.62 USD/kWh, the score is  $0.50/0.62 = 0.806$ , then applied to the score for the Financial Proposal =  $0.806 \times 100 \text{ pts} = \mathbf{80.6 \text{ pts}}$

## 8.5. Summary of Scoring (sub-)Criteria and Formulae

In the table below all criteria, sub-criteria and scoring formulae and summarised for clarity:

<i>Criterion / Sub-criterion</i>	<i>Scoring Principle &amp; Formula</i>	<i>Max Points</i>
<b>Administrative Dossier</b>		<b>Pass/Fail</b>
<b>Forms &amp; Declarations</b>	All forms, declarations and required documents are provided, conform and duly signed	Pass/Fail
<b>Tender Security</b>	Tender Security is included and conform to the requirements	Pass/Fail
<b>Technical Proposal</b>		<b>100</b>
<b>TP1 - Proposed Design &amp; Construction</b>	Relevant section of the Technical Proposal is reviewed and assessed on the grading scale (Excellent/Good/Adequate/Week/Poor) <b>[0 to 100]% x 35</b>	35 or Fail
<b>TP2 - Ability to Provide Service to the National Grid</b>	Relevant section of the Technical Proposal is reviewed and assessed on the grading scale (Excellent/Good/Adequate/Week/Poor) <b>[0 to 100]% x 15</b>	15 or Fail
<b>TP3 - Arrangements for O&amp;M &amp; Environmental Compliance</b>	Relevant section of the Technical Proposal is reviewed and assessed on the grading scale (Excellent/Good/Adequate/Week/Poor) <b>[0 to 100]% x 25</b>	25 or Fail
<b>TP4 – Robustness of the Financing Plan</b>	Relevant section of the Technical Proposal is reviewed and assessed on the grading scale (Excellent/Good/Adequate/Week/Poor) <b>[0 to 100]% x 25</b>	25 of Fail
<b>Financial Proposal</b>		<b>100</b>
<b>FP1 – Base PPA Tariff</b>	<b><math>\frac{\text{Lowest PPA Tariff}}{\text{FP PPA Tariff}} \times 100</math></b>	100

## **8.6. Determination of the Preferred Bidder and Award**

### **8.6.1. Determination of Preferred Bidder**

At the term of the evaluation of all Proposals, Proposals that :

- have been deemed compliant with respect to the evaluation of the Administrative Dossier;
- have been scored on the basis of the Technical criteria evaluation principles and formulae, that have not been assigned a 0 point mark to any of the 4 Technical sub-criteria and have obtained a Technical Proposal score equal or above 70.0 points; and
- have been scored on the basis of the *PPA Tariff* sub-criterion as per the Financial evaluation formulae and scales

are assigned an Proposal score on the basis of the Financial criterion element, then ranked from the highest to the lowest among the Prequalified Bidders that have submitted an eligible Proposal. The Prequalified Bidder which receives the highest score is then proposed as Preferred Bidder under the recommendation by the TEP to the ETC.

In the event that two or more Prequalified Bidders receive an equal score for the Financial Proposal being the highest score of all Proposals evaluated, the Procuring Authority shall determine which is the Preferred Bidder by an additional step, namely the review of the Technical Proposal score; in this case, the Prequalified Bidder with the highest Technical Proposal score among the Preferred Bidders with equal Financial Proposal score.

In the event that two or more of these Prequalified Bidders also have an equal score for the Technical Proposal, the Authority shall invite each of these Prequalified Bidders to provide a detailed presentation of their Proposals, giving further opportunity to the TEP to refine its Technical Proposal evaluation; note however that reviewing the score cannot relate to or results in changes on the *PPA Tariff* but a more in-depth understanding of the Technical Proposal (TP1, TP2, TP3 and TP4), on the basis of which the Technical Proposal score may be recomputed to determine if one of these Prequalified Bidders has the highest rank (assuming these have equal Financial Proposal score in the first place).

Prequalified Bidders that have submitted an Proposal but are not retained as a Preferred Bidder are notified individually of the negative outcome of their submission and of their rights for appeal according to the Applicable Law.

### **8.6.2. Final Negotiations and Award**

The Preferred Bidder proceeds to final negotiations towards award and contractual closing, as described in Section. [3.3.6]. The other Prequalified Bidders which Proposals have been scored may still be invited in case final negotiations are unsuccessful with the initial Preferred Bidder, by order of ranking of the respective Proposals scores, as described in Section. [3.3.6].

Once the final negotiations is completed, the Procuring Authority will notify the award to the Preferred Bidder (whether the initial Preferred Bidder or any subsequent one, by ranking order).

## **9. General Conditions of the Tender**

### **9.1. Confidentiality of the Proposals**

Parties submitting a Proposal are requested to mark in their documents which information they consider sensitive and can be deemed confidential or proprietary. The Procuring Authority will assume that any information NOT marked as confidential or proprietary can freely be disclosed to other stakeholders for purpose of executing the Tender. Any reference as confidential or proprietary shall however not prevent the Procuring Authority from disclosing such information if so required by law or if mandated by a Court of Justice, and the Procuring Authority is waiving any liability in doing such disclosure.

### **9.2. Rejection of Proposals or Cancellation of RFP/Tender**

The Procuring Authority reserves the right to accept or reject, in whole or part, and without further explanation, any or all Proposals submitted (which are deemed eligible) and/or cancel the Tender if none of the Proposals submitted sufficiently fulfil the requirements for successfully delivering the Project or if the Procuring Authority deems that doing so is in the best interest of the Government.

The Procuring Authority may reject any Proposal, at its sole discretion, that does not meet the requirements or that is not in compliance with any Applicable Laws, rules or regulations. The Procuring Authority reserves the right to waive any informalities and/or irregularities in an Proposals if it deems that doing so is in its best interest or that of the Government.

### **9.3. Errors or Omissions**

The Procuring Authority reserves the right to reject Proposal that contains errors or omissions, to request correction of any error or omission and/or to request any clarification or additional information form any Prequalified Bidder, without requesting clarifications to all Prequalified Bidders.

### **9.4. Cost of Preparing Proposals and Ownership**

Prequalified Bidders shall bear all costs associated with the preparation and submission of their Proposal and the finalisation and execution of the agreements. Neither the Procuring Authority or the Government will be responsible or liable for these costs, regardless of the conduct or outcome of the Tender.

Proposals submitted by the Prequalified Bidder to the Procuring Authority becomes the property of the Procuring Authority and the Government.

### **9.5. Modifications and Withdrawals**

The Prequalified Bidder may modify or withdraw its Proposal after submission but only before or on the Proposal Submission Date, if the modification or notice of withdrawal is received in writing by the Procuring Authority before or on the Proposal Submission Date.

In case of physical submission, the Prequalified Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of the RFP for the submission of Proposals, with the envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.

Subject to the provisions of the RFP, no Proposal may be modified after the Proposal Submission Date. Withdrawal of a Proposal during the interval between the before or on the Proposal Submission Date and the expiration of the validity period of Proposal specified in this Data Sheet (as mentioned in the submission letter(s)) will result in the forfeiture of the Tender Security.

## **9.6. Change to a Prequalified Bidder's Composition**

The Prequalified Bidders acknowledge that:

- A Prequalified Bidder that wish to add, subtract or substitute a Consortium Member during the Tender process shall notify the Procuring Authority accordingly in writing. In case of any subtraction, removal or substitution of a Consortium Member who was identified in the Prequalified Bidders' EOI and on the basis of which qualifications the shortlist was established is subject to express prior written consent of the Procuring Authority, which consent may be withheld or delayed in its absolute discretion. A notification by the Prequalified Bidder does not solely constitute ground for modifying the nature of the Prequalified Bidder's composition.
- Without limiting any other right it may have, the Procuring Authority reserves the right to disqualify a Prequalified Bidder from the Tender if, in the Procuring Authority's sole opinion, a change in a Consortium Member would render the Prequalified Bidder less qualified compared to the qualifications presented in its EOI and on the basis of which the Prequalified Bidder has been prequalified, or if such change is executed without prior written consent of the Procuring Authority.
- The Procuring Authority is entitled to condition the selection of a party to be added as a Consortium Member after establishment of the shortlist of Prequalified Bidders, based on the qualifications of such party or the rationale for adding such party as a Consortium Member, to the determination that, at its sole discretion:
  - such addition better serves the Procuring Authority, the Government or the public interest; or
  - such addition enhances the prospective quality of the Proposal to be received.

Any permitted addition of a Consortium Member is subject to the same obligations and provision of statements and declarations by the new Consortium Member as any other Consortium Member, within a time specified by the Procuring Authority, the lack of which shall automatically render this permission null and void.

## **9.7. Rights of the Procuring Authority**

Notwithstanding other provisions of this RFP, practices or customs to the contrary and throughout the Tender, by submitted a Proposal, Prequalified Bidders acknowledge and consent that:

- the Procuring Authority reserves the right to reject any and all Proposals and is not bound to evaluate or accept any Proposal;
- the Procuring Authority is not obligated to accept a compliant or non-compliant Proposal;

- the Procuring Authority reserves the right to change the dates, schedule and deadlines in this RFP through the publication of addenda;
- the Procuring Authority reserves the right to change the limits and scope of the Project;
- the Procuring Authority reserves the right to amend or clarify the terms or conditions of this RFP;
- the Procuring Authority reserves the right not to respond to questions and requests for clarifications;
- the Procuring Authority is not obligated to return Proposals;
- the Procuring Authority may issue a new RFP after withdrawal of this RFP, for which the shortlist of Prequalified Bidders may change if circumstances require so;
- if a Proposal contains an error or deficiency or fails in some way to comply with the requirements of the RFP, the Procuring Authority may decide waive the deficiency and accept the Proposal;
- the Procuring Authority reserves the right to verify any and all information regarding a Prequalified Bidder, whether or not it is contained in the Proposal, and to conduct any background investigations and due diligence that it considers necessary or desirable in the course of the evaluation of Proposals;
- the Procuring Authority reserves the right to disqualify any Prequalified Bidder whose Proposal contains false or misleading information;
- the Procuring Authority reserves the right, but shall not be obliged, to request clarification of Proposals or further information from any or all Prequalified Bidders without offering the other Prequalified Bidders a similar opportunity;
- the issuance of this RFP does not obligate the Procuring Authority to enter into a contract with any party, nor does this RFP constitute an offer to enter into a contract with any party;
- the Procuring Authority reserves the right to negotiate with the next highest ranked Prequalified Bidder, terminate the process and pursue other alternatives relating to the Project, or exercise such other rights as it deems appropriate, if the Procuring Authority is unable to negotiate the Project agreements to its satisfaction with a Preferred Bidder;
- the Procuring Authority reserves the right to amend the procurement planning or suspend, postpone or cancel any part or stage of the RFP process at any time and for any reason;
- the Procuring Authority reserves the right to disqualify a Prequalified Bidder or reject any Proposal where it is determined, in the sole and absolute discretion of the Procuring Authority, that the Prequalified Bidder has not complied with the terms of this RFP;
- the Procuring Authority reserves the right to terminate evaluations of Proposals received at any time;
- the Procuring Authority reserves the right to modify or terminate the RFP and Tender at any stage if the Procuring Authority determines such action to be in its best interest or in the best interest of the Government and/or the public interest, without incurring any cost, obligations or liabilities whatsoever. The receipt of responses, Proposals or other documents at any stage will in no way obligate the Procuring Authority to enter into any contract of any kind with any party; and
- the Procuring Authority reserves the right to exercise any other right reserved or afforded to the Procuring Authority under this RFP, its rule and regulations or the Applicable Law.

## 9.8. Limitation of Liability

Each Prequalified Bidder, by submitting a Proposal, agrees that in no event will the Procuring Authority, the Government or their respective officials, employees, advisers or consultants be liable, under any circumstances, for any claim, or to reimburse or compensate the Prequalified Bidder in any manner whatsoever, including but not limited to costs of preparation of the response, loss of anticipated profits, loss of opportunity, or for any other matter. Without in any way limiting the above, each Prequalified Bidder and Consortium Member specifically agrees that it will have absolutely no claim against Procuring Authority, the Government or their respective officials, employees, advisers or consultants if, for any reason whatsoever, the Procuring Authority:

- Does not select a Preferred Bidder or award the Project and conclude a contract;
- Suspends, cancels, or in any way modifies the Project or the Tender (including modification of the scope of the Project or modification of the RFP or both);
- Accepts any compliant or non-compliant Proposal or negotiates with one or more Prequalified Bidder(s); or
- For any breach or fundamental breach of contract or legal duty of the Procuring Authority, the Government or their respective officials, employees, advisers or consultants, whether express or implied, and each Prequalified Bidder waives any and all claims whatsoever, including claims for alleged loss of profits or loss of opportunity, if the Prequalified Bidder is not retained in the procurement process for any other reason whatsoever.

## 10. Review and Consideration

In accordance with Section 79 of the Public Procurement Act, 2003 (Act 663), as amended, Prequalified Bidders have a right of recourse and may seek administrative review by filing a claim. Complaints must be submitted in writing within twenty-one (21) days after the Prequalified Bidders became aware, or ought to have become aware, of the circumstances giving rise to the complaint. Upon receipt of a complaint, the procurement proceedings shall be suspended until the complaint is resolved, unless the Procuring Authority certifies in writing that urgent public interest considerations require the procurement to proceed. Such certification must state the grounds for the finding and be made part of the procurement proceedings record.

# 11. Appendices

## Appendix 1. Proposal Submission Letter Form

*[To be drafted in the Prospective Bidder's letterhead and signed by a duly authorised representative of the Prospective Bidder or of the Consortium Member designated as lead member by the Consortium Members. The text below may not be altered except for the fields in italic to be populated or deleting by the Prospective Bidder as appropriate]*

*Part 1 - cover letter for Technical Proposal*

+++++

To: [Procuring Authority]  
Attn: [Name and Function]  
[Address]

**Re: Technical Proposal Submission Letter - [Name of Project / Procurement] ([RFQ or Tender #/reference])**

Dear [x],

We, [Name of Prospective Bidder / lead Consortium Member] are pleased to submit our Proposal for [Name of Project / Procurement] ([RFP or Tender #/reference]), as described in the RFP dated [DD/MM/YYYY]. We have reviewed and acknowledged with the terms and conditions of the RFP and Tender Documents, on the basis of which we submit our Proposal, comprising of a Technical Proposal and a Financial Proposal (in a separate envelope). As per the instructions of the RFP, our Proposal is valid for [X] days after the Proposals submission deadline.

We submit this Proposal as *[delete as appropriate]*:

- Sole Prospective Bidder.
- Lead Consortium Member of a *[joint-venture/consortium/partnership of firms]*, for which we are designated authorised representative by all Consortium Members as per the signed statement of all Consortium Members using the relevant form.

This submission constitutes our entire Proposal as described in the RFP dated [DD/MM/YYY].

By submitting this Proposal, we acknowledge and confirm that:

- Neither the Prospective Bidder nor any of its Affiliates have submitted two concurrent Proposals in response to this Tender; and
- the Procuring Authority is under no obligation to accept any Proposals it receives.

We remain available for any question and clarification or to provide supplementary information you may need for evaluating our Proposal. You can contact us by email at [email address] or by phone to our corporate offices at [phone number].

Yours faithfully,

For and on Behalf of [*Name of Prospective Bidder / lead Consortium Member*]

[*signature*]

---

Name & Title of Authorised Signatory

---

Place, Date

Part 2 - cover letter for Technical Proposal

+++++

To: [Procuring Authority]  
Attn: [Name and Function]  
[Address]

**Re: Financial Proposal Submission Letter - [Name of Project / Procurement] ([RFQ or Tender #/reference])**

Dear [x],

We, [Name of Prospective Bidder / lead Consortium Member] are pleased to submit our Financial Proposal for [Name of Project / Procurement] ([RFQ or Tender #/reference]), as described in the RFP dated [DD/MM/YYYY]. This Financial Proposal is made together with our Technical Proposal, which jointly constitute our Proposal. As per the instructions of the RFP, our Financial Proposal is valid for [X] days after the Proposals submission deadline.

We remain available for any question and clarification or to provide supplementary information you may need for evaluating our Proposal. You can contact us by email at [email address] or by phone to our corporate offices at [phone number].

Yours faithfully,

For and on Behalf of [Name of Prospective Bidder / lead Consortium Member]

[signature]

---

Name & Title of Authorised Signatory

---

Place, Date

Appendix: Prequalified Bidder contact form

## Prequalified Bidder Contact Sheet

Include this completed form as attachment to the Technical Proposal Submission Letter. the Procuring Authority will only contact the persons specified on this form for questions and communications

<b>Name of Prequalified Bidder or lead Consortium Member</b>	[...]
<b>Representative of Consortium Members</b>	[List Consortium Members or indicate "n/a" if submitting as a sole Prequalified Bidder]
<b>Name and title of Authorised Signatory</b>	[...]
<b>Address of registration or establishment</b>	[...]
<b>Registration number (Chamber of Commerce or equivalent)</b>	[...]
<b>Name and title of Primary contact person</b>	[...]
<b>Email and telephone number of the Primary contact person<sup>2</sup></b>	[...]
<b>Name and title of Secondary contact person</b>	[...]
<b>Email and telephone number of the Secondary contact person</b>	[...]

---

<sup>2</sup> The Procuring Authority will use the Primary contact person and address for communications related to the RFP. If such person is not reachable or not responsive, the Procuring Authority will then contact the Secondary contact person. It is the responsibility of the Prequalified Bidder / Consortium Member to ensure that the Primary contact and the Secondary contact person are reachable.



<hr/> Name & Title of Authorised Signatory	<hr/> Name & Title of Authorised Signatory
For on Behalf and of [ <i>Consortium Member</i> ]	For on Behalf and of [ <i>Consortium Member</i> ]
  [ <i>signature</i> ]	  [ <i>signature</i> ]
<hr/> Name & Title of Authorised Signatory	<hr/> Name & Title of Authorised Signatory

[*add / delete rows as appropriate*]

**Appendix 3. Sworn Statement of Prospective Bidder / Consortium Members of Performance and Good Conduct**

*[To be drafted in the Prospective Bidder's letterhead and signed by a duly authorised representative of the Prospective Bidder. In case of submission as a joint-venture, consortium or partnership of firms, each Consortium Member shall provide respective sworn statement in respective company letterhead. The text below may not be altered except for the fields in italic to be populated or deleting by the Prospective Bidder as appropriate]*

+++++

To: *[Procuring Authority]*  
Attn: *[Name and Function]*  
*[Address]*

**Re: Sworn Statement of Performance and Good Conduct - *[Name of Project / Procurement]* (*[RFQ or Tender #/reference]*)**

Dear *[x]*,

We, *[Name of Prospective Bidder or Consortium Member]*, submitting an Expression of Interest *[as sole Prospective Bidder / as member of the joint-venture/consortium/partnership of firms– delete as appropriate]* for the above referenced *[RFQ or Tender #/reference]*, hereby solemnly declares that

- Our firm is in compliance with payment of all tax and pensions obligations due in its jurisdiction of establishment;
- Our firm and its Directors have no criminal records;
- Our firm are not under or haven't filed or petitioned for bankruptcy;
- Our firm is not listed on the List of Barred Suppliers of the Government of Ghana
- Our firm has not been suspended or debarred by international financial institutions such as, but not limited to, the World Bank, the European Bank for Reconstruction and Development, the Asian Development Bank, the Inter-American Development Bank and African Development Bank Group, any government, a UN agency or other international multilateral organizations, whether as an individual contractor, partnership, corporation, or any other juridical entity, or as a member of a joint venture or consortium;
- Our firm is not subject to any restrictions or prohibition by any public authority or agency to conduct professional commercial services in the Republic of Ghana;
- Our firm has currently no pending or outstanding litigation or claims with the Procuring Authority at the time of submission of our EOI.

For and on Behalf of *[Name of Prospective Bidder / lead Consortium Member]*

[signature]

---

Name & Title of Authorised Signatory

---

Place, Date

**Appendix 4. Form of Tender Security**

[add]

## Appendix 5. Commitment Letter from Shareholders

*[To be submitted by all entities intending to provide equity financing to the Prequalified Bidder]*

Whereas *[Prequalified Bidder]* has submitted a Proposal for *[Name of Project, Tender #]*, *[name]*, *[citizenship]*, of legal age, with office address at *[address]*, hereby declare for and on behalf of *[Shareholder/Sponsor]* that *[Shareholder/Sponsor]* is interested in contributing financing resources for the equivalent of *[Amount in words]* (*[Amount in numbers]*) *[Currency]* (*[ISO Code]*) to *[Prequalified Bidder]* for the purpose of financing the investments necessary to successfully implement the Project.

This declaration does constitute a guarantee on the part of *[Shareholder/Sponsor]* to *[Prequalified Bidder]*, which shall remain valid and binding upon *[Shareholder/Sponsor]* for a period of *[indicate Proposal validity period in the Data Sheet, in numbers and in letters]* days from the Proposal Submission Date.

For and on behalf of *[Shareholder/Sponsor]*,

\_\_\_\_\_  
Name of Authorised Signatory

\_\_\_\_\_  
Company Stamp

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Appendix 6. Indicative Support Letters from Lenders

*[To be submitted by all entities intending to provide non-equity financing to the Prequalified Bidder]*

Whereas *[Prequalified Bidder]* has submitted a Proposal for *[Name of Project, Tender #]*, *[name]*, *[citizenship]*, of legal age, with office address at *[address]*, hereby declare for and on behalf of *[Lender/financier]* that *[Lender/financier]* is interested in contributing financing resources for the equivalent of *[Amount in words]* (*[Amount in numbers]*) *[Currency]* (*[ISO Code]*) to *[Prequalified Bidder]*, according to the attached indicative / preliminary terms, for the purpose of financing the investments necessary to successfully implement the Project. *[Lender/financier]*'s obligations and commitment are subject to the following conditions:

1. All further due diligence being satisfactory to *[Lender/financier]*;
2. Final credit committee approval from *[Lender/financier]*; and
3. No material adverse change in the national or international financial, banking or capital markets, which materially restrict access to financing for *[Prequalified Bidder]*.

This declaration does constitute a guarantee on the part of *[Lender/financier]* to *[Prequalified Bidder]*, which shall remain valid and binding upon *[Lender/financier]* for a period of *[indicate Proposal validity period in the Data Sheet, in numbers and in letters]* days from the Proposal Submission Date.

For and on behalf of *[Lender/financier]*,

---

Name of Authorised Signatory

---

Company Stamp

---

Title

---

Date

## Appendix 7. Additional Supporting Technical Data

*[use this appendix to list project's specific element that needs to be included in the Technical Proposal. Below an example is provided. To be replaced with actual points or list].*

*[Example:*

*Technical Proposal shall include the following additional supporting technical data:*

- Prequalified Bidder's organization chart and key personnel for the management of the Project Company during pre-construction, construction and the operation stages of the Project, including resumes of key personnel showing past experience in performing their designated management position.*
- Bidder's proposed chart and description of organization during the operation stage o the Project to include manpower requirements for operations and maintenance.*
- Listing of proposed subcontracts for the major elements of the Project to include subcontractors' name, address, scope of supply or services and amount of subcontract.*
- Bidder's proposed training program for National staff.*
- Bidder's proposed Project insurance plan to meet the insurance coverage required under the agreements.]*

**Appendix 8. Proposed PPA Tariff Form**

The Financial Proposal includes the Proposed PPA Tariff form, both in writing in the prescribed form and in a functional electronic copy of the financial model / bid model as described in the RFP, to demonstrate the relationships between the inputs, conversion factors, any other considerations and outputs.

That is, the components of the fixed and variable tariff should be clearly shown in the working PPA Tariff Model as applicable. The PPA Tariff shall be quoted in Ghanaian Cedis only.

Bidders are encouraged to provide an assumption book as attachment to the financial/bid model and a short user manual.

+++++

**FINANCIAL PROPOSAL FORM F.1 - PPA ELECTRICITY PRICE**

<b>Component</b>	<b>Unit</b>	<b>Amount</b>
PPA Tariff	USD / kWh	_____

**FINANCIAL PROPOSAL FORM F.2 - SUPPORTING DATA FOR TARIFF COMPUTATION AND FINANCIAL INDICATORS**

<b>Cost Item</b>	<b>Unit</b>	<b>Description</b>	<b>Base Amount (before indexation) in USD</b>
<b>Capital Expenditure</b>			
Development Costs			
Construction Costs			
Management & Insurance Costs			
Working Capital			
Capitalised O&M Costs			
Capitalised Financing Costs (during construction)			
Other Capitalised Costs			
<b>Operating &amp; Maintenance Expenditure</b>			
Annual Variable Operating & Maintenance Costs <sup>3</sup>			
Annual Fixed Operating & Maintenance Costs <sup>4</sup>			
Insurance Costs			
Other Operating & Maintenance Costs			

<sup>3</sup> Costs which vary with the production / plant output

<sup>4</sup> Costs which do not vary with production / plant output

**FINANCIAL PROPOSAL FORM F.3 - FINANCING SOURCES & USES**

<b>Financing Tranche</b>	<b>Source</b>	<b>Amount in USD</b>	<b>%age of Total Financing</b>
<b>Equity Financing Total Equity</b>	Share Capital		
	Shareholders Loan		
	Contractor or Supplier		
	Other Sources (please describe)		
	<b>Total Equity</b>		
<b>Debt Financing Other Source</b>	Export Credit		
	Uncovered Commercial Credit		
	Multilateral Institution Credit		
	Other Source		
	<b>Total Debt</b>		
<b>Other Sources</b>	e.g. grant or subsidies		
<b>Total Financing (Sources)</b>			
<b>Total Uses</b> <i>(Capital &amp; Financing Costs)</i>			