



REQUEST FOR PROPOSAL
TECHNICAL ADVISORY SERVICES FOR
Kanona PV Plant
N° 10/2020/MASEN

TABLE OF CONTENTS

| | | |
|------------------|---|-----------|
| 1 | <i>DEFINITIONS</i> | 4 |
| 2 | <i>BACKGROUND</i> | 6 |
| 2.1 | CONTEXT | 6 |
| 2.2 | Moroccan Agency of Sustainable Energy (“Masen”) | 6 |
| 2.3 | ZESCO LIMITED | 6 |
| 3 | <i>TERMS OF REFERENCE</i> | 8 |
| 3.1 | Presentation of the Project | 8 |
| 3.2 | Missions | 8 |
| 3.3 | Scope of work | 8 |
| 3.3.1 | Mission A- Technical assistance to develop Kanona PV Plant under an Engineering, Procurement and Construction (“EPC”) scheme. | 8 |
| 3.3.1.1 | Section I: Feasibility Study Due Diligence | 9 |
| 3.3.1.2 | Section II: Preparation of documents and process management of request for proposal (“RFP”) | 10 |
| 3.3.1.2.1 | Task 1: Preparation of RFP documents and clarification process under an EPC scheme | 10 |
| 3.3.1.2.2 | Task 2: RFP Process Management and Evaluation | 12 |
| 3.3.1.3 | Section III: Selection of the Preferred Bidder(s), awarding of contracts and negotiation of all Project Agreements | 15 |
| 3.3.2 | Mission B - Technical assistance to perform specific assignments as needed and as defined by the Client | 16 |
| 3.4 | Process | 16 |
| 3.5 | Indicative timetable for the Project | 18 |
| 3.6 | Indicative table of the Project visit: | 19 |
| 4 | <i>Standard terms and conditions</i> | 20 |
| 5 | <i>Instructions to Applicants</i> | 21 |
| 5.1 | Introduction | 21 |
| 5.2 | Procedure and timing | 21 |
| 5.3 | Indicative timetable for the selection of Technical Advisor | 22 |
| 5.4 | General evaluation principles | 22 |
| 5.5 | Content of the Proposals | 22 |
| 5.5.1 | Content of the Technical Proposal | 22 |
| 5.5.2 | Evaluation Criteria for the Technical Proposal | 24 |
| 5.5.3 | Content of the Financial Proposal | 28 |
| 5.5.4 | Evaluation of the Financial Proposal | 29 |
| 5.6 | Scoring of the Proposals | 30 |
| 6 | <i>General provisions</i> | 31 |
| 6.1 | Proposal validity | 31 |

| | | |
|----------|--|-----------|
| 6.2 | Exclusivity / Conflict of Interest..... | 31 |
| 6.3 | Confidentiality..... | 31 |
| 6.4 | Ownership of materials..... | 31 |
| 6.5 | Language..... | 32 |
| 7 | <i>Appendices</i>..... | 33 |

1 DEFINITIONS

The terms beginning with a capital letter in this request for proposals shall have the following meaning:

"Applicant (s)" means individually each of the candidates which apply to the technical advisory services for Kanona Project.

"Bid" means the offer submitted by the Bidder.

"Bidder (s)" means any individual entity or consortium submitting an offer for the engineering, procurement and construction as well the Operation and Maintenance of Kanona Project.

"CAPEX" means capital expenditures.

"Client" means "Masen" on behalf of the JV before the creation of the JV and refers to the JV once created.

"Consortium" means any group of companies or consortium acting as an Applicant.

"Contract" means the standard terms and conditions attached to these Terms of Reference to be signed between the Technical Advisor and the Client.

"EPC" means engineering, procurement and construction.

"Evaluation Committee" means the advisory committee in charge of the supervision of the overall process of the Project.

"Feasibility Study" means the feasibility study provided by Masen for Kanona Project, including (i) Site Assessment, (ii) the conceptual design and (iii) interconnection scheme of Kanona PV Plant.

"Financial Advisor" means the advisor providing financial advisory services for the Project.

"International Financial Institution (s)" or "IFI(s)" means

- (a) Those financial institutions established in more than one country and subject to international law, such as the European Union represented by the European Commission, the African Development Bank, the European Investment Bank and the World Bank Group; and
- (b) Those financial institutions which undertake all types of activities, whether or not for profit, receiving governmental financial support or not, for the purpose of promoting development, through the granting capital or other credit facilities, such as the Agence Française de Développement and KfW Bankengruppe;

which, in either case, could provide financing for the Project.

"Joint-Venture" or **"JV"** means the Joint-Venture dedicated to develop renewable energy Program in Zambia. The JV will be held equally by Masen and ZESCO (50% each).

"Kanona Project" or **"Project"**: means the development of Kanona PV plant.

"Kanona PV Plant" means the PV plant that will be developed within Kanona Site.

"Kanona Site" or **"Site"** means Kanona site.

"LCOE" means the leveled cost of electricity.

"Masen" a limited liability company, recorded in the Register of Companies of Rabat under number 79835, with its registered office at Complexe Zénith Rabat, n° 50 Rocade Sud, Rabat-Casablanca, Immeubles A, B, C et D Souissi, Rabat, represented by Mr. Mustapha Bakkoury, in his capacity as President .

"O&M" means operation and maintenance.

"OPEX" means operational expenditures.

"Partners" means the entities that are involved in the development of the Project such as ZESCO, IFIs, etc.

"Plant" means Kanona PV Plant.

"Power Purchase Agreement" or "PPA" means, in relation to the Project, the power purchase agreement for development, design, financing, construction, test, commissioning, ownership, operation and maintenance of a power plant to be entered into between ZESCO and the project company.

"Prequalification" or "RFQ" means the selection process by the project company of the entities which have registered their interest to complete the Project.

"Preferred Bidder" means the Bidder that is selected as having submitted the lowest evaluated financial proposal in relation to the Project and whose bid is substantially compliant with the requirements of the Request for Proposals for the engineering, procurement and construction as well as the operation and maintenance of the Project.

"Project Agreements" means, in relation to the Project, any agreement to be entered into by the Preferred Bidder(s) in relation to such Project.

"Request for Proposals" or "RFP" means the request for proposals to select the EPC that will be in charge of the engineering, design, procurement, construction and operation and maintenance of the Plant.

"Technical Advisor" or "TA" means the advisor providing technical advisory services for the Project.

" Technical Specifications" or "TS" means the technical specifications of the RFP provided by Masen.

"TA Request for Proposals" or "RFP_{TA}" means the request for proposals to select the technical advisor that will have to assist the Client in the development of Kanona Project.

"Terms of Reference" or "ToR" means these request for proposals related to technical advisory services for the Project.

"Testing Requirements" means the testing requirement of the Plant provided by Masen.

"Transaction Advisor" means the advisor providing financial, legal, tax and as applicable accounting advisory services for the Project.

"ZESCO" means ZESCO LIMITED, a company organized and existing under the laws of Zambia incorporated under the Companies Act, Chapter 388, having its principal office at ZESCO Limited Head Office Premises, Stand Number 6949, Great East Road, P. O. Box 33304, 10101, Lusaka, Zambia, registered with the companies' registry of Lusaka under number 17475.

2 BACKGROUND

2.1 CONTEXT

On March 2018, Moroccan Agency of Sustainable Energy (“**Masen**”) and ZESCO signed a framework agreement to materialize the willingness to enter into a partnership to develop, in Zambia, solar plants, wind power plants, hydropower plants and geothermal plants with a total capacity target of 450 MW (“**Program**”).

The Program includes several projects that will be:

- co-developed by Masen and ZESCO through a Joint-Venture (“**JV**”) held equally by Masen and ZESCO (50% each); and
- carried out by a special purpose company expected to be fully owned by Masen and ZESCO.

The first project to be developed under the Program shall be a solar Photovoltaic Project, located on Kanona (the “**Project**” or “**Kanona Project**”) with a capacity target around [one hundred (100)] MW_{AC}.

2.2 Moroccan Agency of Sustainable Energy (“Masen**”)**

Masen is the State-owned entity created in 2010 to implement and manage the Kingdom of Morocco’s renewable energy program, and has in such capacity led the development program of integrated renewable energy projects aiming at creating an additional 3 000 MW of renewable energy power generation capacity by 2020 and 6 000 MW by 2030.

Masen’s ownership structure is split between four (04) equal shareholders’ participation:

- Government of Morocco;
- Office National de l’Eau et l’Electricité (“**ONEE**”), the Moroccan state water and power utility;
- Fonds Hassan II, a fund supporting the Kingdom’s social and economic development; and
- Société d’Investissements Energétiques, a fund supporting the Kingdom’s renewable energy program.

Internationally, Masen aims to be the preferred partner for any country wishing to make renewable energy a priority for its socioeconomic development. Masen has already signed several partnership agreements with African countries for the development of renewable energies.

Key roles of Masen include:

- Development of integrated renewable power plants with all the attendant activities: from qualifying sites to the design, the structuring and raising of funds, the construction of power plants and their related infrastructure as well as their operation and maintenance;
- Contribution to the development of expertise (industrial integration, R&D and training);
- Propose any solutions to national and international partners who aim to develop Projects related to renewable energy sector.

Masen has created a fully-owned subsidiary, Masen Capital, to hold notably a stake as deemed appropriate in the project companies in charge of the development of renewable projects.

2.3 ZESCO LIMITED

ZESCO LTD is a public utility wholly owned by the Government of the Republic of Zambia, and is a vertically integrated company established in 1970 with the purpose of generating, transmitting, distributing and supplying electricity in Zambia.

ZESCO is governed by the Board of Directors who are appointed by the shareholder, the Government of the Republic of Zambia through the Industrial Development Corporation Limited. Corporate Governance is intended to support the relationship of trust between ZESCO and its stakeholders. The company's governance system links with its business strategy to help achieve business goals, creating sustainable value in the long-term for shareholders.

The Company has a total installed capacity 2 341 MW with 1 861 MW owned by ZESCO, while 360 MW through its subsidiary Kariba North Bank Power Corporation and 120 MW through the joint-venture Itezhi-Tezhi Power Corporation Ltd (ITPC).

In 2017, the Board and Management ushered in a new vision “to be the hub of electricity trading in the region by 2025”, that will carry the employees across the value chain to work towards a shared vision. To that effect, interconnectors to all the eight neighboring countries are now part of the power system master plan. The four key focus areas of ZESCO are as follows:

- Strengthening the core business;
- Delivering value to customers by giving them an exceptional experience;
- Use of Innovative Technology; and
- Unlocking the value of non-core investments.

3 TERMS OF REFERENCE

3.1 Presentation of the Project

ZESCO and Masen will develop in Kanona a PV plant with a capacity of around [100] MW_{AC}.

Kanona is located in Serenje district about 1km from the junction of Great north road (T2) and D225 (Road leading to Luswasi and Msoro).

The Site is 204 hectares (Ha), located at latitude of -13.058425°, and a longitude of 30.651624°.



The expected timetable of the Project is summarized below:

| | Launch of Pre-qualification process | Launch of request for proposal process | Selection of the Preferred Bidder(s) | Scheduled commercial operation date |
|-------------------------|--|---|---|--|
| Indicative dates | [Q3 2020] | [Q4 2020] | [Q2 2021] | [Q3 2022] |

3.2 Missions

To successfully meet the above-mentioned objectives, the Client intends to appoint a qualified international technical advisor ("Technical Advisor" or "TA") for the Project. The Technical Advisor will manage and supervise the entire technical process from the due diligence of the Feasibility Study conducted by Masen up to the signing of the Project agreements including the request for proposals ("RFP"), the selection of the Preferred Bidder(s), the effectiveness of the main contracts and the financial close.

The terms of reference, ("ToR") covers the following missions:

- **Mission A:** Technical assistance to develop Kanona PV Plant under an Engineering, Procurement and Construction ("EPC") scheme;
- **Mission B:** Technical assistance to perform specific assignments as needed and as defined by Client (optional).

3.3 Scope of work

3.3.1 Mission A- Technical assistance to develop Kanona PV Plant under an Engineering, Procurement and Construction ("EPC") scheme.

The Technical Advisor will be required to provide technical assistance to the Client considering the development of Kanona PV Plant under an EPC scheme.

Mission A is divided into three (3) sections:

| Mission A | |
|--|---|
| Technical assistance in relation to development of PV Plant under EPC scheme | |
| Section I | |
| | Feasibility Study due diligence |
| Section II | |
| | Preparation of documents and process management of request for proposal ("RFP") |
| Section III | |
| | Selection of the Preferred Bidder(s), awarding of contracts and negotiation of all Project Agreements |

It is noteworthy that the deliverables of each section will not mandatory follow the order of sections as described above.

3.3.1.1 Section I: Feasibility Study Due Diligence

The Technical Advisor shall perform a due diligence of the Feasibility Study ("Feasibility Study Due Diligence") provided by Masen. The TA shall therefore update and complete where necessary the aforesaid study to provide a final feasibility report ("**Final Feasibility Study report**").

The Feasibility Study to be provided to the TA is splitted into four sections as follow:

- Site Assessment: this section consists in the evaluation of the Site suitability for the development of Kanona PV Plant. It covers an assessment of the physical Site data and constraints, including but not limited to meteorological data, site qualification studies (Geotechnical, seismic and topographic, Hydraulic and hydrological studies), access to the grid, as well as logistical access for equipment supply.
- Conceptual design: this section consists in (i) selecting technologies, components and configuration of the Plant (ii) analyzing the energy production, (iii) defining the Plant needs in terms of auxiliary power and water comsumption, (iv) and providing the Project plans and drawings.
- Economic and Financial Analysis: in this section the estimation of the CAPEX and OPEX is provided.
- Interconnection scheme: this section consists in providing Kanona interconnection scheme as well as the relating grid impact study.

The TA shall perform a detailed due diligence and complete the Feasability Study where dully necessary with his own analysis. On this basis the TA shall identify inputs to elaborate RFP technical documents.

The Technical Advisor will endorse the conclusions and recommendations of the Final Feasability Study report in particular the inputs to the RFP documentation.

Deliverables of Section I:

The TA shall provide:

- Interim due diligence report including the modifications/changes proposed to be made on the Feasibility Study.
- Final Feasibility Study report including all changes and recommandations suggested by the TA.
- Presentation in Power Point version and synthesis in word version on the final version of the Final Feasibility Study Report.

3.3.1.2 Section II: Preparation of documents and process management of request for proposal (“RFP”)

The Technical Advisor will ensure that qualified technical experts are available during this phase. The Technical Advisor will be responsible for preparing the RFP documents and managing all technical aspects of the competition process for the development of the Project under an EPC scheme. This section will include the following:

3.3.1.2.1 Task 1: Preparation of RFP documents and clarification process under an EPC scheme

A - Understand Client’s objectives

1. Understand Client’s objectives in terms of risk allocation, timing and tariff structure.
2. Attend to a RFP preparation workshop, that shall take place in location to be specified by the Client, with other advisors to discuss and debate different topics related to the RFP amongst others the risk allocation, the main evaluation criteria, the PPA payment mechanism, commissioning plan of the Plant including the relevant testing requirements.
3. Draft a memorandum of meeting (“MoM”), after this meeting, and provide the requested analysis as well as the needed documents.

B - Request for Proposals (and clarifications)

4. Assist Client in defining the overall bid process. The Technical Advisor will specify and provide the key milestones to be achieved (including critical paths) and the associated deadlines, and will ensure that all technical aspects of the bid process are covered. The Technical Advisor will provide recommendations to Client to avoid any delays during the bid process.
5. Establish the methodology and the appropriate technical bid evaluation criteria for the evaluation of the offers of the pre-qualified Bidders.
6. Prepare all technical sections of the RFP documents which shall include the following sections:
 - Section 1 : Instructions to Bidders and Information Memorandum (including details of the Project, bid process description, bid evaluation criteria and timetable);
 - Section 2 : Final Technical Specifications ;
 - Section 3: Final Testing Requirements;
 - Section 4 : Bid Forms sheets ;
 - Section 5: Draft version of Project agreements or head of terms.

The RFP draft documents will be sent to Client and to the IFIs for approval. RFP will be considered final once all comments of the Client and its Partners have been satisfactorily addressed.

7. Define a clear and precise methodology for the evaluation of the bids. An evaluation grid/matrix shall be developed in a Microsoft Excel spreadsheet (using standard formatting) and shall include all criteria for evaluating the technical performance of the bids.
8. Provide technical information to the Transaction Advisor for use in the preparation of all draft Project agreements including PPA(s), interconnection agreement(s), interface agreement, direct agreements, and any other relevant contractual document for the Project.
9. Prepare the technical part of the EPC and O&M contracts to be included in the RfP.
10. Propose new technology risk sheet (including requirements to mitigate new technology critical components risks) to be included in the RFP documents.
11. Provide technical inputs for the development of tariff mechanism and payment mechanism, development of penalty regime for below standard performance, and any other necessary technical inputs as may be required by Bidders as part of the Project Agreements.
12. Provide any necessary technical inputs as may be required by the Client, its advisors and Partners, as part of the Project Agreements.
13. Collect, prepare and update all technical information to be provided to the pre-qualified Bidders through a specific Electronic Data Room.
14. Perform a detailed due diligence and complete the Technical Specification as necessary to provide the final Technical Specifications (“**Final Technical Specifications**”). The Technical Specifications define, among others, the overriding technical conditions, design and requirements for the Bidders’ to prepare and submit a defined:
 - general Site usage arrangements and Site plans,
 - development and construction program for the Plant,
 - operation and maintenance program for the Plant
 - test and commissioning program for the Plant and
 - Plant configuration, equipments, electrical interconnection scheme, etc.

The TA will be required to adjust and amend the Technical Specifications and its annexes based on the recommendations and the results of the Final Feasibility Study, and the experience of his expert in similar projects. The TA shall update the Final Technical Specifications as necessary and as requested by the Client.

15. Perform a detailed due diligence and complete the Testing Requirements for the Plant as necessary to provide a final Testing Requirements (“Final Testing Requirements”). The Testing Requirements set forth the requirements and guidelines of tests to be carried out in relation to the Plant including but not limited to factory tests, site tests, initial performance tests, and final performance tests, transfer tests indicating for each test the pass or fail criteria.

16. Identify location and distance and preliminary routing to electrical interconnection point, water connections and sanitation.
17. Assist Client in organizing Site visit for all potential Bidders: preparing technical presentation, draft minutes of meetings, etc.
18. Prepare answers to queries and requests for clarifications received from Bidders.
19. Provide indicative technical assumptions (including CAPEX and OPEX) according to a specific format to be determined by the Transaction Advisor. These assumptions will be used as inputs of the financial model to be developed by the Transaction Advisor.
20. The Technical Advisor will endorse the requirements and recommendations of the Final Technical Specifications and the Final Testing Requirements.

Deliverables of Section II - task 1:

The TA shall provide under task 1 the following deliverables :

- RFP workshop MoM, the requested analysis as well as the needed document.
- Planning of the overall bid process.
- Bid evaluation criteria, evaluation grid spreadsheet and methodology for the evaluation of technical offers.
- Interim due diligence report including the modifications/changes proposed to be made on the Technical Specifications ("TS").
- Final Technical Specifications report including all changes and recommendations suggested by the TA.
- Interim due diligence report including the modifications/changes proposed to be made on the Testing Requirements.
- Final Testing Requirements report including all changes and recommendations suggested by the TA.
- Preliminary and Final Technical input on the RFP Documents and on Project Agreements including technical parts of the EPC and O&M contracts.
- Indicative technical assumptions dedicated to the financial model.

3.3.1.2.2 Task 2: RFP Process Management and Evaluation

The TA shall be responsible of:

1. Preparing, organizing and attending any clarification meetings with pre-qualified Bidders before bid submission; coordinating technical answers to pre-qualified Bidders' questions. All clarification

requests, together with the corresponding answers, will be made available to all pre-qualified Bidders. All correspondence with pre-qualified Bidders will be received and sent by the Client;

2. Participating in the opening meeting of the bids.
3. Performing the technical evaluation of the proposals submitted by Bidders, including review of proposals for compliance with RFP terms. The Technical Advisor shall assume that a maximum of five (5) bids would be evaluated through the RFP process. The Technical Advisor will evaluate the bids based on an agreed evaluation process and in particular the bid evaluation criteria agreed by the Client. The detailed technical review and evaluation shall include but not be limited to:
 - Verifying that the specified guaranteed capacity and commercial operation dates have been respected and are in line with Client's objectives;
 - Ensuring that the technology chosen is proven and meets standard requirements;
 - Verifying that the proposal is technically acceptable and complies with RFP requirements mainly the Final Technical Specifications and the Final Testing Requirements;
 - Reviewing the acceptability of deviations from RFP technical requirements;
 - Verifying compliance with the site conditions;
 - Undertaking controls to examine whether claimed performance is achievable, using technical and financial modeling including highly specialized software tools;
 - Reviewing the technical conditions of the proposed **EPC** contract and **O&M** contract as well as all the relating appendices.

Bid evaluation will be performed by the Technical Advisor in a location, that will be specified by the Client, during at least 3 weeks ("Evaluation Period"). Only the hard copy of the Bid will be provided to the TA.

During this Evaluation Period, TA shall ensure the presence of at least 6 experts (civil expert, Grid/electrical experts, PV component expert, EPC contract expert, solar expert, environmental expert) in a location that will be specified by Client.

The Technical Advisor shall issue a draft evaluation report to the Client and its Partners for review and approval after 4 weeks from the reception of the technical offers. The evaluation report will identify all deviations on technical aspects of the Bidder's proposal and will classify those deviations (as minor, major or unacceptable). The evaluation report shall be updated after reception of (i) all Bidders clarifications, (ii) the Client comments, and (iii) Client's partners' comments. The evaluation report will be considered final once the comments by the Client and its Partners are being satisfactorily addressed.

4. Identifying, during the course of the detailed reviews, items of the bids that need to be clarified by the Bidders, and prepare the relating request for clarification ("Request for Clarification") on a timely manner. The Technical Advisor will analyse the clarifications provided by the Bidders and update the evaluation report accordingly.
5. The Technical Advisor will identify items of the bids that need to be clarified by the Preferred Bidder(s), and prepare the relating request for negotiation ("Pre-award technical items").
6. In addition, The TA shall attend the meeting required to finalize the awarding process with one or more Preferred Bidder(s) ("Pre-Award Meeting"); the TA will organize such clarification meeting, ensuring that relevant technical experts are available to participate in and assist the Client. Pre-Award Meeting

will be performed by the Technical Advisor in a specific location to be determined by the Client. The Technical Advisor will be responsible for drafting the minutes of such meetings and updating the Evaluation Report.

7. Providing the Client with a duly signed cover letter of the evaluation report pursuant to which the Technical Advisor endorses the conclusion of the evaluation report in particular the recommendations of the candidate(s) which shall be qualified as Preferred Bidder(s) (according to a template to be provided by the Client).
8. Assisting the Client in order to obtain the required approvals from the Evaluation Committee and from the IFIs (including preparation of appropriate presentations – in particular summaries of the evaluation report in French for the Evaluation Committee- and participation in the meetings if needed) as the case may be.
9. Preparing presentations, as needed, to the Client and Client's Partners. The Technical Advisor will provide assistance to the Client if these documents are to be translated in French.
10. Coordinating technical answers to pre-qualified Bidders' questions during and after the evaluation period. All correspondence with pre-qualified Bidders will be received and sent by the Client.
11. Updating the evaluation report as much as necessary, draft associated Q&A and prepare supporting documents until the documents are declared satisfactory by the Client and approved by the Evaluation Committee and the IFIs.
12. Assisting the Client in order to obtain the approval of the Evaluation Committee and the no-objection of the IFIs, on key milestones of the Project (process and documents, including most of the deliverables of the Technical Advisor). This will include, among others, preparing presentations, attending meetings, drafting the answers to questions raised by IFIs, etc.

Deliverables of Section II - task 2:

The TA shall provide under task 2 all the following deliverables :

- Q&A relating to the tender process and the related bids.
- Minutes of the opening meeting of the bids.
- Summary of the outcome of the clarification meetings.
- Provisional technical proposals evaluation report including the results of technical review, recommendation, ranking of the shortlisted bids.
- List of items to be discussed /clarified with Bidders.
- Minutes of the One to One meetings.
- Presentations of the results of the evaluation to the Client, the Evaluation Committee and the IFIs as the case may be.
- Final technical bid evaluation report and cover letters.
- Notes and memoranda on specific topics as the case may be.
- Answer any questions from The Client and the Client's Partners.

3.3.1.3 Section III: Selection of the Preferred Bidder(s), awarding of contracts and negotiation of all Project Agreements

The Technical Advisor will be responsible for managing all technical aspects of the selection of the Preferred Bidder(s) up to Financial Close considering the development of the Plant under an EPC scheme. This will include the following:

Selection of the Preferred Bidder(s)

1. The Technical Advisor will assist the Client and the Transaction Advisor to identify one Preferred Bidder based on a thorough analysis of the proposals. The Technical Advisor will provide a preliminary report to Client setting out the basis for its selection.
2. The Technical Advisor will prepare presentation of its findings to Client and will take account of Client's comments on the evaluation process and conclusions.
3. The Technical Advisor will assist the Transaction Advisor in preparing a final report based on Client's approval.

Negotiations

4. The Technical Advisor will provide the necessary support to Client in negotiations with the first Preferred Bidder including the preparation of all issues to be negotiated.
5. The Technical Advisor will participate in all negotiations. The Technical Advisor will ensure that qualified technical experts are available to assist the Client during the negotiations.
6. The Technical Advisor will incorporate the results of the negotiations in the final Project Agreements.
7. In case of failure to conclude a contract with a Preferred Bidder, the Technical Advisor will assist Client in the negotiation process with the second Preferred Bidder and carry these negotiations until contract signature and financial closure. The Technical Advisor shall provide a separate quotation for negotiation to award the contract with each additional firm/consortium (as indicated in Appendix 3).

Contract award and preparation of all final Project Agreements

8. The Technical Advisor will provide technical assistance to Client and the Transaction Advisor during the entire tender process, discussions and negotiations with Client's Partners. The Technical Advisor will ensure that qualified technical experts are available to assist Client during the negotiation and finalization of contractual documentation with these institutions.
9. The Technical Advisor will provide all technical inputs needed for developing final Project Agreements, including the EPC Contract, the O&M Contract and the Connection Agreement(s) and any other agreements required to provide a comprehensive set of Project Agreements.
10. The Technical Advisor will be requested to provide the technical inputs and assistance needed for the elaboration of the technical part of the Power Purchase Agreement, Direct Agreements with lenders, and any other agreements required to provide a comprehensive set of Project Agreements.

11. The Technical Advisor shall Assist the Client and the Transaction Advisor in achieving transaction closing and in addressing any issues that may arise between the time of the selection of Preferred Bidder and the financial close.

12. The Technical Advisor shall prepare presentations, as needed, to the Client and the Client's partners

Deliverables for section III:

- Presentation to the Client of the selection of the Preferred Bidder(s).
- Minutes and summary of the negotiations with candidates, Client's partners on technical aspects.
- Notes and memoranda on specific topics as the case may be.
- Answer any questions from the Client and the Client's Partners.

3.3.2 Mission B - Technical assistance to perform specific assignments as needed and as defined by the Client

The Technical Advisor shall provide technical assistance to the Client on technical aspects which are outside the scope of work envisaged for Mission A. The Technical Advisor will dedicate a team of experienced and highly qualified individuals to work on specific assignments to be defined with Client.

A key objective of Client is to ensure that it receives efficient, cost effective and responsive advice from the Technical Advisor. In accepting an assignment, the Technical Advisor specifically represents and warrants to Client to devote the requisite level of appropriately skilled and experience professionals and other resources to ensure that the assignment is accomplished on time and within budget.

Following a request by Client to perform any of the tasks and prior to commencing any such work, the Technical Adviser shall provide Client with (i) confirmation of the instruction and the work to be performed and (ii) the number of hours required (using effective and efficient use of time) to perform such work ("Estimated Hours").

The Technical Adviser shall not start any work until:

- (a) Client has confirmed that the Estimated Hours proposed by the Technical Adviser to be performed for such work is acceptable; or
- (b) The parties have otherwise mutually agreed to fee arrangements for such work.

If at any time, the Technical Advisor believes that the number of hours required to perform a particular piece of work which was instructed to perform is higher than the agreed estimated hours for such work, it shall promptly seek Client consent prior to incurring such additional time.

3.4 Process

1. All documents mentioned below will be provided by the Client when needed:
 - Solar resource assessment.

- Weather information.
 - Geotechnical, seismic and topographic data.
 - Hydraulic and hydrological study.
 - ESIA (Environmental and Social Impact Assessment).
 - Grid impact study.
 - Feasibility Study.
 - Technical Specifications.
 - Testing Requirements.
2. Based on the documents and data review, the TA shall prepare a detailed project work plan to be discussed during the kick-off meeting.
 3. The TA will conduct a kick-off meeting after the Contract signature within a period to be defined with Client in order to:
 - Review of the proposed methodology and requirements to complete the assignment;
 - Review of timetable of activities / milestones going forward;
 - Review of the team organization and detailed functions of the team members;
 - Discussion and finalization of a communication strategy whereby all stakeholders will be regularly involved and consulted throughout the assignment;
 - Any specific issue requiring immediate attention of the Client.

Under no circumstances will the objective be to re-define the scope of work committed in the services agreement.
 4. Following discussions with Client and its Partners, as the case may be, the TA shall update the detailed project work plan during the kick-off meeting. The amended project work plan will become the basic project management tool and will contain specific deadlines and the overall implementation of the Project.
 5. The TA shall organize , in agreement with the Client, a Site visit after the Contract signature.
 6. The TA shall ensure that relevant technical experts are available to participate in these activities, as in all others activities described in the scope of work.
 7. All the activities requested under these ToR shall be carried out by the TA and its relevant experts.
 8. The TA will be responsible for drafting minutes of all meetings organized with Client and/or its Partners (including conference calls) during each section of the Contract as defined in the scope of work.
 9. All deliverables (documents, drawings...) shall be provided in editable and PDF format.
 10. The **Final Feasability Study**, the **Final Technical Specifications** and the **Final Testing Requirements** provided to the Client will be the responsibility of the TA.
 11. Client reserves the right to mandate the Technical Advisor to complete one or several deliverables, and one or several Sections as needed, and based on the quality of the initial tasks performed under the Contract.
 12. The Technical Advisor shall ensure that qualified technical experts are available during all phases of the Contract.

13. The TA may be requested to perform technical assistance in relation to Mission B described in articles 3.3.2 The TA shall therefore not perform such mission without having written request from Client.

3.5 Indicative timetable for the Project

The table below provides the candidates with an indicative deliverables calendar for the Project.

| <i>Deliverables of Mission A</i> | <i>Date</i> |
|--|--|
| Service order | T₀ |
| Section I (Feasibility Study Due Diligence) | |
| Interim due diligence report including the modifications/changes proposed to be made on the Feasibility Study. | T ₀ + 4 weeks |
| Final Feasibility Study | T ₀ + 4 weeks |
| Section II: Preparation of documents and process management of request for proposal (“RFP”) | |
| Launch of RFP preparation | T₁ |
| Interim due diligence reports including the modifications/changes proposed to be made on the Technical Specifications. | T ₁ + 4 weeks |
| Interim due diligence report including the modifications/changes proposed to be made on the Testing Requirements. | T ₁ + 4 weeks |
| Technical specifications including Final Technical Specifications and Final Tests requirements | T ₁ + 4 weeks |
| Technical input on the RFP Documents and on Project Agreements | T ₁ + 4 weeks |
| Launch of RFP | T₂ |
| Evaluation grid spreadsheet and methodology for the evaluation of technical offers | T ₂ + 2 weeks |
| Answer any question from Bidders | 2 days after reception by the TA of the question |
| Reception of the technical proposals of the prequalified Bidders by the TA | T₃ |
| Provisional technical bid evaluation report including the results of technical review, recommendation, ranking of the short listed bids. | T ₃ + 4 weeks. |
| Minutes and summary of clarification Meetings | 1 day after the clarification meeting |
| Answer any questions from Client’s Partners | 2 days after reception by the TA of the question |
| Final technical bid evaluation report | T ₃ + 6 weeks. |
| Section III: Selection of Preferred Bidder(s), awarding of contracts and negotiation of all Project Agreements | |

| |
|---|
| Minutes and summary of the negotiations with candidates, Client's partners on technical aspects |
|---|

Applicants are made aware that these missions imply working on a very urgently basis with very short deadlines and often a lack of visibility with respect to the timetable due to various constraints inherent to the nature of this Project. Therefore, the team devoted to this Project shall be flexible, fully dedicated, and significantly available and in a sufficient number to deal with the various matters as per Client's instructions, including standard holidays periods.

A detailed timetable shall be provided by the Technical Advisor in compliance with the deadlines detailed in the scope of work.

3.6 Indicative table of the Project visit:

| <i>Visit for Mission A</i> | <i>Estimated days (minimum)*</i> |
|---|---|
| Kick off meeting | 2 working days |
| Site Visit | 1 working day |
| Presentation of the Final Feasibility Study | 1 working day |
| RFP workshop | 3 working days |
| RFP evaluation | 15 working days |
| One – To – One Meeting | 5 working Days |
| Pre-award Meeting | 3 working days |
| Negotiation | As much as needed but not exceeding 5 working days |

*Excluding travel days

4 Standard terms and conditions

The Client will enter into a services agreement with the Technical Advisor as per the model attached to this RFP_{TA} (in English) which corresponds to the standard terms and conditions of Client (the “**Contract**”).

Applicants shall accept these terms without any modification. Client reserves the right to reject any Applicant which will substantially modify these terms.

Applicants are made aware that (i) all deliverables of the Technical Advisor will be fully owned by Client which will be entitled to use them freely and without restrictions; and that (ii) Client (including its representatives, employees, subsidiaries and/or shareholders) does not accept to bear any uncapped liability towards the Technical Advisor.

5 Instructions to Applicants

5.1 Introduction

Applicants shall submit a technical proposal (“**Technical Proposal**”) and a financial proposal (“**Financial Proposal**”) as detailed below.

5.2 Procedure and timing

The Technical Advisor may apply (i) individually or as part of a Consortium (ii) for Mission A and B.

Applicants will obtain the Technical RFP_{TA} in electronic format through the e-tendering solution of Masen detailed below.

Technical Proposals and Financial Proposals shall be submitted to the Client no later than [September 14th,2020, 04:00 pm Moroccan time] using e-tendering solution (see MASEN_Guide_Entreprise_Vf.pdf) using the following website <https://masen.local-trust.com/>.

The Applicants shall submit the Technical proposal together with the administrative files under the “Technical folder” and the Financial Proposals under the “Financial folder” in Masen e-tendering platform. **Applicants shall acknowledge that the Technical folder shall not include any financial information. Thus, the relating Technical Proposal shall be declared non-responsive.**

Technical Proposals shall be opened by the Client on [September 15th,2020, 04:00 pm Moroccan time] at the earliest.

Financial Proposals shall be opened by Client on [October 16th, 2020] at the earliest. In case several Financial Proposals were submitted by an Applicant, Client will only take into consideration the last one submitted to Client, provided that such Proposal is submitted by no later than [September 14th,2020, 04:00 pm Moroccan time].

Applicants may seek clarification from Client on the Technical RFP_{TA} via the e-tendering solution.

In case of problem at the time of submission of proposals, the Applicants may call the following number: 00 33 1 76 64 74 02 or refer to the company guide.

Should Client deem it necessary to amend the Technical RFP_{TA} as a result of a clarification, it shall do so following the procedure described below.

At any time, before the submission of proposals and with no liability whatsoever, Client may amend the Technical RFP_{TA} by issuing an addendum by electronic means. The addendum shall be sent electronically to all Applicants and shall be binding to them and considered an integral part of the original Technical RFP_{TA}.

Applicants shall acknowledge receipt of all amendments. Not receiving the acknowledgement does not void the amendment introduced by Client to the Technical RFP_{TA}. To give Applicants reasonable time to take any such amendment into account in their proposals Client may, at its discretion, if the amendment is substantial, extend the deadline for the submission of proposals.

All queries from Applicants to which Client has responded will be posted on the e-tendering solution on an unattributed basis. All queries must be received at least seven (7) calendar days before the deadline for submission.

Applicants should familiarize themselves with applicable Zambian laws and regulations and take them into consideration while preparing their proposals.

Applicants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. Client shall under no circumstances reimburse any Applicant for any costs associated with the development of their proposals. Client is not bound to accept any proposal, and reserves the right to cancel the selection process at any time prior to contract award, without incurring any liability towards the Applicants or any third party whatsoever.

5.3 Indicative timetable for the selection of Technical Advisor

The table below provides Applicants with an indicative timeline for the selection of the Technical Advisor.

| | |
|--|---|
| [August 17 th ,2020] | Launch of the TA Request for Proposals |
| [September 14 th ,2020, 04:00 pm] | Deadline for Technical Proposals and Financial Proposals submission |
| [September 15 th ,2020, 04:00 pm] | Opening of Technical Proposals |
| [October 15 th , 2020] | Notification of the results of the technical evaluation to the Applicants |
| [October 16 th , 2020] | Opening of the Financial Proposals and related evaluation |
| [November 05 th , 2020] | Finalization of the services agreement |

5.4 General evaluation principles

Proposals in relation to Mission A will be evaluated. For these Missions:

- Client will first review, analyze and evaluate the Technical Proposals in accordance with article 5.5.2 below. Client shall evaluate and negotiate all comments and mark-up relating to the scope of work and to the Contract prior to opening the Financial Proposals.
- The Financial Proposal evaluation will be performed separately, once the technical evaluation is concluded in accordance with article 5.5.4 below.
- The candidate(s) having reached the highest score will then be invited for contract signing in accordance with article 5.6 below.

5.5 Content of the Proposals

5.5.1 Content of the Technical Proposal

Applicants are required to submit a **Technical Proposal (“TP”)**. The TP shall contain non-compressed and non-protected files that are printable and reproducible in one of these formats:

- (a) Microsoft Word 2013 (for written documents and specifically for Forms 2.1, 2.2 and 2.3);

- (b) Microsoft Excel 2013 (specifically for tables);
- (c) JPEG format for the totality of the photos and images.

In addition, the TP shall be supplied in non-protected printable and reproducible PDF format. The TP shall be organized into the following clearly demarcated sections for the purpose of evaluation:

- A. Comments on the Scope of Work.
 - B. Confirmation of no conflict of interest and no inability to work with IFIs.
 - C. Scope of work confirmation Letter (Form 2.1)
 - D. Approach, methodology and work plan, for performing the assignment.
 - E. Work plan, organization and visits for performing the assignment (Form 2.2).
 - F. Curriculum Vitae (CV) for proposed staff (Form 2.3).
 - G. Curriculum Vitae (CV) for proposed Project Manager (Form 2.4).
 - H. Duly signed Letter by the clients to demonstrate the role of the Project Manager in the development of at least one PV plant of more than [50 MW].
 - I. Applicant's credentials (Form 2.5).
 - J. Evidences and certificates duly signed by the clients to demonstrate the Applicant's credentials.
 - K. Administrative file including the following documents in accordance with Appendix 4:
 - i. Trade/commercial register;
 - ii. Duly signed statement of intent;
 - iii. Duly signed power of attorney in favor of the Applicant' representative(s) authorized to legally bind the Applicant with third parties;
 - iv. If acting as a Consortium, a declaration of joint and several liability based on the model agreement
 - v. A signed and initialed copy (on all pages) of the standard terms and conditions ("Contract").
- The Contract must not include any price information.**

In case the original administrative files are different language than English, certified translation shall be provided within the Technical Proposal.

The TP shall provide the information indicated in the above paragraphs from (B) to (G) using forms (Forms 2.1, 2.2, 2.3 and 2.4).

The TP shall include credentials demonstrating that the Applicant has at least:

- Prepared the feasibility study of at least two (2) grid connected PV plants with a minimum aggregate installed capacity of [100 MW (comprising PV plants of more than 10 MW) including at least one 50 MW PV plant].
- Selected a PV plant EPC through a tender including:
 - Preparation of the tender technical documentation,
 - Evaluation of bids and selection of the preferred bidder, and
 - Negotiations of the contractual documentation.

The projects presented as credentials by the Applicant shall have a higher capacity than [5 MW], if not specified otherwise. Only plants with more than [5 MW] will be considered in the TP evaluation.

The TP shall not include any financial information. A TP containing financial information shall be declared non-responsive.

5.5.2 Evaluation Criteria for the Technical Proposal

| Area of evaluation | Evaluation Criteria | Maximum Score | |
|--|---|---------------|--------------------|
| 1. References of the Applicant | | 35 | |
| <u>Experience & references of the Applicant</u> The evaluations will be based on the experience and credentials of the Applicant relevant to the Project including previous experience in similar projects mainly: | <p>Prepare the feasibility study of at least two (2) grid connected PV plants with a minimum aggregate installed capacity of 100 MW (comprising PV plants of more than 10 MW) including at least one 50 MW PV plant.</p> <p>Experience in the selection of an EPC for a PV plant including:</p> <ul style="list-style-type: none"> ▪ Preparation of the tender technical documentation, ▪ Evaluation of bids and selection of the preferred bidder, and ▪ Negotiations of the contractual documentation. <p>The Applicant can present additional credentials demonstrating his experience as:</p> <ul style="list-style-type: none"> • Owners engineers in the PV projects • Independent engineer • Technical assistance to Government/IFIs/Developers in Africa. | 10*** | Pass/Fail** |
| <u>2. Proposed professional staff experience</u> | 35 | | |
| <u>Professional qualifications and experience of the team</u> The evaluation will be based on the assigned staff's skills and experience including: | <ul style="list-style-type: none"> • Handling technical issues relevant to the project based on previous experience and knowledge of PV projects. <ul style="list-style-type: none"> - feasibility study of PV grid connected power plants • Handling bid selection process: <ul style="list-style-type: none"> - selection of a PV plant EPC through a tender including: <ul style="list-style-type: none"> ▪ Preparation of the tender technical documentation, ▪ Evaluation of bids and selection of the preferred bidder (under EPC scheme), and | 10*** | 30*** |

| | | |
|--|--|--------------------------------|
| | <ul style="list-style-type: none"> ▪ Negotiations of the contractual documentation (EPC contract, O&M Contract...). <p>The experts could present also an experience in:</p> <ul style="list-style-type: none"> • Services as Lender's technical advisor for PV projects • Services as Independent engineer for PV projects. • Services as owner's engineer in the PV sector. <p>The proposed team project shall include at least:</p> <ul style="list-style-type: none"> • Project Director; • Project Manager; • Solar resource expert; • PV expert; • Electrical expert; • Civil and construction expert; • Contract (EPC) expert; • Environmental expert. | |
| | <p>Project Manager with more than 12 years of experience having been involved as project manager, for at least three years, in the development of PV plants under EPC scheme comprising at least one PV plant of more than 50 MW.</p> <p>The “development of PV plants under EPC scheme” refers to elaboration of feasibility study, qualification of potential EPC, selection of preferred EPC, management of RFP Process, contract negotiation and signature</p> <p>The Project Manager shall:</p> <ul style="list-style-type: none"> - Lead the TA project team. - Be responsible of all documentation/reports provided to Client. - Be the first and main contact person with Client team. | <p>5***</p> <p>Pass/Fail**</p> |

| | | | |
|---|---|-----------|--------------------|
| | <ul style="list-style-type: none"> - Be implicated in the whole process of the Project. | | |
| Performance during presentations and / Availability and responsiveness during the clarification process. | <p>Evaluation of the Applicant based on the:</p> <ul style="list-style-type: none"> ▪ Clarity, quality and performance of the proposed staff during presentation to Client and its advisors (as the case may be). ▪ Availability of the proposed staff and responsiveness during the clarification phase. | | Pass/Fail** |
| 3. Proposed Approach Methodology and Work Plan | | 30 | |
| Approach and methodology | <p>Evaluation of the Bidder's understanding of the Project based on the following:</p> <ul style="list-style-type: none"> - The proposed methodology and approach for the Project delivery and its consistency with Client's objectives. - The proposed deliverables and their alignment with the project objectives and with the requirements set out in the ToR. - Whether the applicant has a sufficient understanding of the potential implementation risks and has developed adequate plans to address and mitigate those risks. - Demonstrated understanding of the various stakeholders involved in the Project (including the IFIs) and their potential requirements. | | 10 |
| Organization and Staffing | <p>Evaluation of the proposed organization and staffing including:</p> <ul style="list-style-type: none"> ▪ The proposed team and management structure and whether it is in-line with the project requirements. ▪ Availability and commitment of key senior professionals (project directors/managers) to the assignment. ▪ Capacity to increase the proposed team in case of heavy workload. | | 15 |

| | | |
|--|--|--------------------|
| | <ul style="list-style-type: none"> ▪ Location of the various members of the proposed staff. | |
| Work plan | <p>Evaluation of the proposed work plan for project execution including:</p> <ul style="list-style-type: none"> ▪ Whether the work plan clearly outlines the main activities of the assignment, their content and duration, phasing and interrelations and milestones. ▪ Whether the proposed work plan is consistent with the approach and methodology and whether the proposed work plan is consistent with the timetable provided by Client. ▪ Table of visits specifying for each one number of days and persons. | 5 |
| 4. Other pass/fail would include: | | Pass/Fail** |
| Conflict of Interest | Evaluation of the Applicant based on whether the Applicant is conflicted. | Pass/Fail** |
| Extent of mark-up | No comments on the Contract are accepted. | Pass/Fail** |
| Ineligibility to work with IFIs | Evaluation of the Applicant based on whether the Applicant is eligible or not to work with certain IFIs. | Pass/Fail** |
| Completeness of the responses | Evaluation of the Applicant based on the completeness of the responses and on the quality of the outline and format. | Pass/Fail** |
| Total | | 100 |

****Pass/Fail:** if the Evaluation Criteria is not respected, the technical proposal will not be accepted and the Applicant will be discarded. Otherwise, the technical proposal will be evaluated based on the Evaluation Criteria set in the table above.

***** The maximum score will be attributed to the Applicant providing the highest number of compliant references [qualification and/or experience for the proposed staff] presented in Form 2.5 [Form 2.3 for proposed professional staff experience and Form 2.4 for the Project Manager experience]. The score for the other Applicants will be calculated proportionally to the aforesaid number of references.**

Applicants that receive a **technical score ("TSC")** of 70 or higher will be pre-qualified without prejudice to the exclusion criteria referred to hereafter. During the evaluation period, Client reserves the right to request from the Applicants to provide, within a reasonable time, additional information/documents in order to clarify their proposals and/or complete them. An Applicant who fails to comply with such request within the reasonable period specified in Client's request may have its bid rejected.

Client reserves the right to disqualify any Applicant for any of the following reasons:

- A substantial changes (major deviation, omission or reserve) to the proposed standard terms and conditions.
- Exposure of the Applicant to any conflict of interest in relation to the Project and/or its stakeholders.
- Ineligibility to work with IFIs.
- Completeness of the responses. However, Client reserves the right to waive any minor deviations, omissions and/or reserves.

Client will open the Financial Proposals of the pre-qualified Applicants only.

The evaluation team shall evaluate the Technical Proposals on the basis of their responsiveness to the RFP_{TA}, applying the evaluation criteria specified in the table above. Each responsive proposal will be given a TSC. A proposal shall be rejected at this stage if it does not substantially comply with the RFP_{TA} or it fails to achieve the minimum TSC abovementioned.

5.5.3 Content of the Financial Proposal

Applicants are required to submit a Financial Proposal which shall be prepared using the following forms:

- A. Payment Milestones (Form 3.1)
- B. Financial Proposal submission form (Form 3.2)
- C. Financial Proposal Breakdown (Form 3.3).
- D. Commitment agreement (Form 3.4).
- E. If acting as a Consortium, Consortium commitment agreement (Form 3.5).

The Financial Proposal shall contain non-compressed and non-protected files that are printable and reproducible in one of these formats:

- (a) Microsoft Word 2003 (for written documents and specifically for Forms 3.1, 3.2 and 3.3 (or 3.4 if acting as Consortium));
- (b) Microsoft Excel 2003 (specifically for tables);
- (c) JPEG format for the totality of the photos and images.

In addition, the Financial Proposal shall also be supplied in non-protected printable and reproducible PDF format.

All activities and items described in the RFP_{TA} and Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Each Applicant is also requested to provide a separate quotation (lump sum price) for each additional offer reviewed during the RFP process, and for the negotiation to award the Contract with each supplemental firm/consortium.

The Financial Proposal shall be expressed in US Dollars (“**USD**”) or in Euros (“**EUR**”) excluding VAT but including withholding taxes and any other applicable taxes. There shall be no variations as result of exchange rate fluctuation.

Applicants should evaluate the applicability of taxes to their remuneration and should bid accordingly. Client will not provide any tax exemptions but may provide certificates for the payment of the withholding taxes.

Client will use the following exchange rates to convert the financial proposals in USD and/or EUR in MAD for the purposes of comparing the Financial Proposals submitted:

- USD/MAD exchange rate calculated as the arithmetic average of “bid and ask” rates as published by Bank Al Maghrib (www.bkam.ma) at close of business (Moroccan time) the day prior to the deadline for submission of the Financial Proposals;
- Euro/MAD exchange rate calculated as the arithmetic average of “bid and ask” rates as published by Bank Al Maghrib (www.bkam.ma) at close of business (Moroccan time) the day prior to the deadline for submission of the Financial Proposals

Financial proposals shall be binding upon the Applicants subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. Financial Proposals in relation to Mission A shall be fixed for the entire period of the advisory services.

The Financial Proposal for Mission B shall be expressed on the basis of man-day rates in USD or in EUR excluding VAT but including withholding taxes and any other applicable taxes (broken down by category of personnel and including the detail of any applicable escalation mechanism).

The Financial Proposal will be examined prior to the signing of the Contract in order to ascertain that the items are correctly extended at the rates quoted. Should any arithmetical error be found, it will be corrected and the Financial Proposal will be amended accordingly. The Applicant will be informed of any arithmetical adjustment made should Client wish to further consider his Proposal and he will be required to certify his acceptance of such adjustment.

The Financial Proposal shall not include any mark-up. A Financial Proposal containing mark-up shall be declared non-responsive.

5.5.4 Evaluation of the Financial Proposal

For mission A, Applicants that receive a TSC of 70 points or higher will be pre-qualified. Client will open the Financial Proposals of the pre-qualified Applicants.

Client reserves the right to consider any clarification received after the opening of the Financial Proposal. Notwithstanding the latter, no further mark-up of the Contract will be accepted after opening of the Financial Proposal by Client.

Each Financial Proposal shall be assigned a financial score (“**FSC**”) of maximum 100. The FSC will be calculated as follows:

$$\text{FSC} = 100 \times (\text{FSC min} / \text{Ff})$$

Where:

FSC min = Lowest total Financial Proposal in relation to Mission A in MAD (converted in accordance with article 5.5.3 above); and

F_f = total Financial Proposal by the Applicant under consideration in relation to Mission A in MAD (converted in accordance with article 5.5.3 above).

5.6 Scoring of the Proposals

The overall score of the Applicant for Mission A shall be calculated as follows:

$$\text{Applicant SCORE} = 70\% * \text{TSC} + 30\% * \text{FSC}$$

(Technical Proposal will have 70% weight, while Financial Proposal will have a weight of 30%)

6 General provisions

6.1 Proposal validity

The Technical Advisor proposal must remain valid 3 months after the submission date. During this period, the Technical Advisor shall maintain the availability of professional staff nominated in the proposal. Client will make its best effort to complete negotiations within this period.

6.2 Exclusivity / Conflict of Interest

The Applicants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Client, or that may be reasonably perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicants or the termination of the Contract.

Conflict of interest shall include any situation in which the Applicants, including the Technical Advisor, is given a mission, defends or holds an interest that affects, seems to reasonably affect or is likely to affect the objectivity with which it must provide its services to Client.

Exclusivity/Conflict of interest shall be governed by the related clause of the standard terms and conditions reflected in the Contract upon its signature.

6.3 Confidentiality

The Applicants shall treat this RFP_{TA}, its content and all related documents as private and confidential (save to the extent strictly necessary to allow them to submit their proposals to this RFP_{TA} and in such a case, information shall be provided only to the persons directly concerned and subject to them agreeing to treat them as confidential prior to such disclosure) and shall not publish or disclose them without the prior written consent of Client.

All documents prepared by the Technical Advisor for the assignment or supplied to them by Client shall remain confidential until signature of the Contract unless Client accepts to waive their confidentiality.

Confidentiality shall be governed by the related clause of the standard terms and conditions reflected in the Contract upon its signature.

6.4 Ownership of materials

Applicants hereby irrevocably waive all moral rights which they have or will have in any existing or future records, reports, documents, papers, presentations, minutes of meetings, correspondence and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Applicants in response to this RFP_{TA}, all of which are being deemed as "Work for Hire" and shall therefore be the sole property of Client.

The TA is made aware that (i) all deliverables of the Technical Advisor will be fully owned by Client which will be entitled to use them freely and without restrictions; and that (ii) Client (including its representatives, employees, subsidiaries and/or shareholders) does not accept to bear any uncapped liability towards the Technical Advisor.

Ownership of materials shall be governed by the related clause of the standard terms and conditions reflected in the Contract upon its signature.

6.5 Language

The ruling language of this Agreement is the English language. All reports, minutes, correspondence, etc. shall be in the English language.

Client will communicate with the candidates and to the selected Technical Advisor in English.

7 Appendices

Appendix 1: Standard Terms and Conditions

Please refer to the attached document (Standard services agreement).

Appendix 2: Technical Proposal forms

Please refer to the attached document.

Appendix 3: Financial Proposal forms

Please refer to the attached document.

Appendix 4: Administrative files

Please refer to the attached document.