

---

**Project title:** Procurement of Management Services, Field Support Services Project in Tanzania (2016-D000029-1)

**A. AMENDMENT N° 3 TO THE REQUEST FOR PROPOSALS (RFP):**

- 1) In **Section 1. Instructions to Bidders**, **DELETE** paragraph 4.3 in its entirety and **REPLACE** with the following paragraph:

“4.3 Bidders must be eligible to participate in this RFP process.

- (a) A Bidder is eligible to participate in this RFP process if it, including each Member if a proposal is submitted by a consortium or joint venture, has the legal capacity to contract.
- (b) A Bidder, including each Member if a proposal is submitted by a consortium or joint venture, is not eligible to participate in this RFP process if it is a government entity or a government-owned enterprise.
- (c) Government officials and/ or civil servants are not eligible to bid.”

- 2) In **Section 2. Technical Proposal – Standard Forms**, form *TECH-1: Acceptance of Terms and Conditions*, **DELETE** the words the following text:

**“Eligibility Certification:**

A Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, certifies that:

- (a) it is a legal entity;”

And **REPLACE BY** the following:

**“Eligibility Certification:**

A Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, certifies that:

- (a) It has the legal capacity to contract;”

- 3) In **Section 6. Standard Form of Contract**, **DELETE** paragraph 3.11 in its entirety and **REPLACE** with the following paragraph:

**“3.11 Indemnification** 3.11.1 *The Consultant agrees to pay to Canada the amounts of all of Canada's losses, liabilities, damages, costs, and expenses resulting from any claim made by a Third Party relating to the Contract, including the complete costs of defending any legal action by a Third Party. The Consultant agrees that Canada is not required to have satisfied its liability to the Third Party before the Consultant is obliged to pay Canada in respect of that liability. The Consultant also agrees, if requested by Canada, to defend Canada against any Third Party claims.”*

**B. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**