



Annex A: Terms of Reference
for the Provision of a Photovoltaic Renewable Energy Systems for
UNHCR Office in South Africa

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1 Introduction, Purpose & Objectives

Key Objectives

Key objectives of this procurement are to:

- Source clean energy for our facilities that do not have access to stable and/or renewable energy
- Source affordable energy ensuring that there is no additional cost burden to UNHCR with the transition of energy system
- Source reliable energy, thus reducing the administrative burden on UNHCR staff
- Reduce the organisation's carbon footprint by reducing UNHCR's dependence on fossil fuels in many of its locations

Target location

UNHCR is currently targeting implementation of Engineering, Procurement, and Construction ("EPC") and related Operations and Maintenance ("O&M") contracts for the UNHCR Regional Bureau (RB) office in South Africa:

Location	GPS coordinates	
RB Pretoria	25.7539100° S	28.2104200° E

Further details pertaining to the site can be found in the Information Memo located in Annex B.

Responsibility Matrix

The below responsibility matrix highlights the envisaged roles of the various proponents of the projects over the project lifecycle.

	UNHCR	Supplier
Land provision and access	X	
Permits, licensing and regulatory approvals	X	X
System Design		X
Full Engineering, procurement, and construction scope including design and site preparation		X
Operations and maintenance (O&M) for Renewable Energy System		X
Operations and maintenance (O&M) for Generators	X	

The supplier is responsible for all the obligations described in Annex B Technical Specifications documents ensuring the correct operation and maintenance of the renewable energy system; this includes the proper operation of the integrated generators.

2 RFP Administration

Structure of the Terms of Reference

In addition to the information included in these Terms of Reference (**Annex A**), this RFP includes the following:

Annex B: Site Specific Information and Requirements

I. Regional Bureau Pretoria

- a) Site Information Memo
- b) Technical Specifications

Annex C: General Conditions of Contract

- I. General Conditions of Contract: Contracts for the Provision of Goods and Services
- II. General Conditions of Contract for Civil Works

Annex D: Requirements

- I. **Environmental Management Requirements:** As UNHCR has the mandate to protect the lives and livelihoods of persons of concern, social and environmental best practices are a requirement. This document provides the requirements that the successful bidder will be required to implement before commencing with any work, therefore, bidders must ensure that they have considered the budget to support implementation of the environmental management requirements.
- II. **Occupational Health & Safety Requirements:** This document provides the minimum requirements for UNHCR Contractors (including Partners) and sub-Contractors on UNHCR's Occupational Health and Safety (OHS) requirements for construction projects. The Contractor shall ensure that its own construction personnel are made aware of and fully comply with these guidelines.

Annex E: Technical Returnable

Bidders are to complete each of the following templates and return as part of the bid submission along with the associated supporting documents:

- I. Technical Returnable Summary (**Annex E, I**)
- II. Technical Design Report Template and Key Design Parameters Compliance Statement (**Annex E, II**)

Annex F: Financial Returnable

The bidders are required to submit a single **Annex F** as part of the bid submission.

Annex G: UNHCR Standard Commissioning Protocol

The bidders are required to comply with the UNHCR Commissioning Protocol during the commissioning process.

Annex H: Project Manuals and Training Plan Compliance Statement

The bidders are required to acknowledge that they will meet the requirements for and provide the project manuals and training plan following award of bid.

Annex I: The Site Visit

Protocol and Site Access Protocol

The bidders are required to sign the protocols prior to any site visit or site access during installation.

Annex J: UNHCR Vendor Registration Form**Annex K: UN Supplier Code of Conduct**

RFP Response Structure

RFP responders are required to follow the response content structure described in Section 5 of this document.

3 Requirements

Scope

This RFP is an invitation for specialised companies/consortia to provide a solar based renewable energy system through the:

- Design,
- Engineering, procurement, and construction (EPC), and
- Operations and maintenance (O&M)

of the required energy infrastructure using an EPC and O&M model for the site in South Africa.

Details pertaining to the site specifics can be found in **Annex B: Site specific information and Requirements**, however, bidders that acknowledge interest to submit a proposal are invited to attend a mandatory site visit; see 3.1.5.2 below and section 3.6.1 of the cover letter.

Other associated requirements and services

Additional requirements that are to be provided by the service provider include:

- Transportation - DAP to UNHCR South Africa Office in Pretoria (international or local)
- Insurance
- Project management
- Site preparation - Structural designs

UNHCR Responsibilities

3.1.1 Bid Stage

- Responses to clarification questions
- Access and coordination of site visit
- Any changes to the existing energy system on the site

3.1.2 Post award Stage (Project Development)

- Finalisation of the Contract Documents
- Location for the installation as indicated in the Technical Specifications and site information
- Access for all additional studies and assessments
- Support and document assistance for required permitting and authorisation processes.

3.1.3 Installation Stage

- Site access in line with the terms of the Contracts

Specified laydown as temporary storage areas if available.

3.1.4 Operations Stage

- Site access in line with the terms of the Contracts

Supplier Responsibilities

3.1.5 Bid stage

3.1.5.1 Acknowledgement of receipt of bid

3.1.5.2 Assessment of the existing site conditions

Please refer to Section 3.6.1 in the Cover Letter for details pertaining to the **mandatory site visit** to complement and facilitate the drafting of a valuable technical proposal.

During the site visit it is expected that the bidders conduct an assessment of the existing conditions at the compound at which the facility is to be located; this is to include but not be limited to the following:

- Existing security measures
- Existing storage locations of goods
- Existing land, soil and area conditions
- Existing distribution network and proposed interconnection facility
- Existing diesel gensets and storage facilities
- Structural assessments and roof condition assessments for roof mounted systems: Any critical amendments or requirements to the existing roof structures should be clearly indicated in the Proposal with the associated pricing marked separately. If a bidder needs to submit any amendments with corresponding financial offer, these must be made separately in addition to UNHCR's expressed requirements. All bidders are expected to submit an offer for UNHCR's indicated requirements.

3.1.6 Selection Stage

- Letter of Award

3.1.7 Post-award Stage (Project Development)

3.1.7.1 Finalisation of the Contracts

3.1.7.2 Project Permitting and Authorisations

The awarded bidder is responsible for all their required permits and authorisations to complete the construction of the project, including the determination of the local regulatory requirements. UNHCR commits to providing support and assistance. However, the awarded supplier remains responsible for ensuring that all the applicable licenses, permits and authorisations are obtained.

3.1.8 Design Stage

- The contractor shall visit the site and check on the actual structure reviewing the concrete footings, columns/beams and the roof material in order to design and

install the roof mounting PV supporting structure securely along with the supports beneath.

- The contractor shall submit an assessment structural report listing the current situation, the expected load of solar panels per 1 sqm, and the reinforcement plan if needed, before commencing any work.
- The bidder shall be responsible for the design of the solar based renewable energy system and ensure that it is fit for the purposes for which it is intended. The bidder shall use designers that are suitably qualified for the design. The bidder shall also scrutinise the UNHCR requirements to make sure that they are correct and complete, and give notice of any error, fault or other defect found in those.
- UNHCR will not be responsible for any error, inaccuracy, or omission in these terms of reference or other references to requirements and any data or information shared with the bidders. All data and information shared by UNHCR shall be deemed to be provided only for the purpose of assisting the bidders in the preparation of their offers and shall not relieve the bidders from their full responsibility in the design and execution of the construction.

3.1.9 Installation Stage

- The bidder is to take full end to end responsibility during the construction. Including but not limited to:
 - Procurement
 - Shipping
 - Delivery
 - Installation
 - Commissioning

3.1.10 Operations Stage

The bidder is to commit to meeting the requirements stipulated in the O&M agreement for the successful Operations and Maintenance of the project.

3.1.11 General

3.1.11.1 UNHCR requires that Bidders shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under UNHCR funds.

In pursuance of this requirement, UNHCR may, in case of a failure to observe the required standard of ethics:

- a) exclude the Bidder from participation in the procurement proceedings concerned or reject a proposal for award;
- b) declare the Bidder ineligible, either indefinitely or for a stated period, from participation in procurement proceedings under UNHCR funds;
- c) have the right to require that a provision be included in bidding documents, requiring bidders, suppliers, and contractors to permit the relevant authorities to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors; and
- d) if it, at any time, determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract under UNHCR funds.

3.1.11.2 Should any corrupt or fraudulent, collusive or coercive practice of any kind referred to come to the knowledge of UNHCR, it shall, in the first place, allow the Bidder to provide an explanation and shall take actions as stated in clause 3.1.11.1 only when a satisfactory explanation is not received. Such exclusion and the reasons for it, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and UNHCR related to matters of alleged fraud or corruption shall be in writing.

UNHCR defines, for the purposes of this provision, the terms set forth below as follows:

- a) "Corrupt practice" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of UNHCR or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, UNHCR in connection with the procurement proceeding;
- b) "Fraudulent practice" means a misrepresentation or omission of facts to influence a procurement proceeding or the execution of a contract to the detriment of UNHCR;
- c) "Collusive practice" means a scheme or arrangement among two and more Bidders with or without the knowledge of UNHCR (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive UNHCR of the benefits of free, open, and genuine competition;
- d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract; and
- e) "Obstructive practice" which means:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators to materially impede relevant authorities' investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - acts intended to materially impede the exercise of the relevant authorities' inspection and audit rights.

3.1.11.3 UNHCR's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4 Contract Documents

The Contract Documents will incorporate the requirements of these Terms of Reference. The Contract Documents will contain

- Special Conditions as well as the General Conditions attached to these Terms of Reference for the Design and EPC work
- Contract for Operations and Maintenance

UNHCR's General Conditions of Contract can be found in **Annex C**

Regulatory Conditions

Further to a review of the national legislation, in South Africa, the awarded bidder will be required to comply with applicable laws and be subject to the following non-exhaustive list of regulatory conditions:

a. EPC Contract

EPC contract and its Annexes is formed of three elements that are detailed as follows:

- Engineering

Once the project is awarded, the Company/Engineers shall proceed with the final design followed by calculation notes. The Company/Engineers must obtain the licenses/permits required for the implementation of the project noting that the application should be signed by the owner of the project i.e., the UNHCR.

- Procurement

All goods should comply with the reference standards indicated in section 5 in the Technical Specifications. The awarded bidder must provide technical data sheets and certificates and dates of manufacturing in addition to the proper manufacturer's warranties.

- Construction.

The awarded bidder shall submit a construction plan including the schedule for the progress of works and the defect liability period as specified in the EPC contract.

b. Operations and Maintenance (O&M)

The O&M agreement must consider the disposal of the batteries at their expiration. Disposal of batteries must be carried out strictly in line with the environmental standards imposed by the Department of Forestry and Fisheries and Environmental Affairs.

Key commercial terms

Below is a high-level summary of the key commercial terms:

- **Bill of Quantities** - the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.
- **Currency** - payments are to be made in US dollars
- **Lead company** - a company which is member of a consortium which was duly authorised by other consortium members to legally represent and act on behalf of these. The lead company will notify its relationship to a parent company (if any).
- **Term** - the related O&M Contract(s) will be for an initial term of 5 years

- **Environmental Attributes** - UNHCR will have all ownership and title to environmental attributes associated with the project, including, but not limited to, carbon credits, renewable energy credits, benefits etc.
 - Operations and Maintenance (O&M) Service Term

The related O&M contract(s) will be for an indicative term of five (5) years. Should the compounds still be active in the final year of the initial term and UNHCR wish to continue with the O&M contract(s), the parties may agree to meet and negotiate an appropriate term extension under a revised pricing structure.

Privileges and Immunities

Nothing in or relating to the contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs or of UNHCR (as a subsidiary organ of the United Nations).

Arbitration

Any dispute, controversy, or claim between the Parties arising out of the contract or the breach, termination, or invalidity thereof, will be subject to binding arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

5 Content of the RFP Response

The Bidder is to provide a Technical Offer and a Financial offer. The Mandatory Requirements must be submitted with the Technical Offer, and the Technical Offer will not be evaluated unless the bidder submits all the Mandatory Requirements.

Mandatory Requirements

- 1) Return of all bid forms and required documents including Annex E. I, Annex E.II, Annex F, Note: Annex F Financial Offer shall **NOT** be included in the technical offer. Annex F **MUST** be submitted in a separate folder.
- 2) Company registration documents with the Government of the country of origin
- 3) Company or Consortium profile (if any) including:
 - i. Brief history of the Company or Consortium members history
 - ii. Structure of ownership/shareholding and details of Company or Consortium if the applicant is part of a group of companies
 - iii. Project Company or Consortium structure and responsibility diagram,
 - iv. Letter of Association (if bidding as a Consortium): Interested companies that intend to form or have formed a partnership for the purpose of this RFP shall, at the time of submission, confirm in their joint submission that they have designated one party to act as lead company. This shall be evidenced by a letter of association among the partnership members. This letter of association shall acknowledge that the lead company of the partnership submitting the bid has been duly vested with authority to legally bind the members and that if they are awarded the contract, the lead company will enter into the contract with UNHCR, acting for and on behalf of all partnership members¹. The letter will be signed by an authorised signatory of each of the members of the partnership. The letter will also acknowledge and agree that the joint venture among the partnership members will be evidenced by a joint venture agreement, which accepts joint and several liability amongst the partnership members. The letter of association should also express that partnership members are fully aware that after RFP submission, the lead company identified to represent the partnership will not be altered without the prior written consent of UNHCR². If a partnership proposal is selected for award, the contract will be awarded to the joint venture, in the name of its designated lead company. The lead company will sign the contract for and on behalf of all other partnership members.
- 4) Proof that the Company or Consortium has installed an accumulative capacity of at least 2MW solar PV project(s).

¹ If the bidder is a partnership, it will not be possible for all partnership members to be signatories to the contract(s). Under UNHCR procurement rules, one of the partnership members will have to be designated as lead company and will have to be duly vested with authority to legally bind the members of the joint venture jointly and severally.

² Interested companies/ partnerships are able to amend members of the partnership provided there is no change to the lead member.

- 5) Proof required of at least 3 projects integrating solar PV, battery storage and generator. Examples of acceptable supporting documents include letter of award and completion documents including Certificate of Compliance. Projects for which appropriate supporting documents are not provided will not be taken into consideration to determine the company/consortium's evaluation score.
- 6) Financial Capacity: Bidder to provide documentation regarding the financial statement of the company/partnership for the last three (3) years prior to the closing date of this request for proposal showing a minimum turn-over of US\$ 500,000.
- 7) Statement to confirm the Bidder is eligible to obtain a working license to legally operate in South Africa prior to signing the contract.

Sub-Contracting

Any sub-contracting arrangements must be set out clearly in the Technical Proposal. Sub-contracting will not remove or dilute the responsibility of the Lead company and any Consortium members for the fulfilment of the Scope of Requirements.

Technical Offer

The Technical proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

5.1.1 Proposed System and Services

To demonstrate compliance with the Technical Specifications in **Annex B**, the bidder is to return the following technical documentation in order to demonstrate their ability to meet the requirements of the system.

1. Summary of the facility details sheet T1 in **Annex E, I. Technical Returnable Summary**
2. Description of the proposed system in a Technical Design Report (that shows how the system has been sized and the expected performance and energy balances) including the Key Design Parameters Compliance Statement, a template of which is provided in **Annex E, II. Technical Design Report Template**.
3. The report of the PV module shading and losses from the software used to analyse the losses (e.g., PVSyst, in-house software, etc.)
4. Drawings as listed in sheet T4 in **Annex E, I. Technical Returnable Summary**
5. Data sheets of the PV modules, system inverter or power conditioner, energy storage system, and metering concept
6. Detailed timeline of the project execution with risk analysis of the critical path, including but not limited to start of construction, completion of construction, commissioning, and Commercial Operations Date, a template of which is provided in sheet T6 in **Annex E, I. Technical Returnable Summary**.
7. Description of the Project Management, Design Concept, EPC Concept, O&M Concept, and proposed subcontractors if relevant
8. Technical Compliance sheet T8 in **Annex E, I. Technical Returnable Summary**

9. Bill of Quantities (“BOQ”) sheet T9 in **Annex E, I. Technical Returnable Summary**

The bid returnable excel is to be returned in the form dictated in **Annex E, I. Technical Returnable** in order to facilitate the confirmation of the above requirements.

The Bidder may at its discretion, and in addition, submit recommendations as to how the Scope of Requirements may be improved.

Financial Offer

The financial offer is to be returned in the form as indicated in **Annex F, Financial Returnable**.

6 Key Performance Indicators

Post award period

During the post award period, the preferred bidder will be subject to the conditions of the Award Letter, EPC Contract, the related O&M Contract and the UNHCR issued purchase orders once executed.

The awarded supplier is expected to enter the final Agreements in good faith and within an initial period of one month from the notification of award, to ensure that the project timelines as submitted in the proposal are maintained. Any delays that may be incurred are to be raised and communicated to UNHCR as they are identified.

Installation and Commissioning Period

The Supplier is obligated to meet the timelines as stipulated in the Technical Offer. Failure to meet the long stop Commercial Operations Date will result in penalties.

Construction progress reports are to be produced weekly. The progress report is to be based on the milestones described in the detailed timeline of the project execution part of the Technical Offer and should clearly stipulate the percentage of completion of each construction milestone; any existing or forecasted delays should be clearly reported and justified together with corrective measures.

Operational Performance

UNHCR expects to monitor the performance of the selected supplier.

As per the Technical Specifications the system is required to meet several performance indicators that will be reported monthly and annually.

Continued failure to meet the performance indicators will result in remediation and penalties.