

Sustainable Energy for All

Bidding Document

For

**Procurement of the Design, Supply, Delivery, Installation,
Test, Commissioning and O&M of Solar PV Plants at
11 Hospitals in Sierra Leone**

Issued on : 6th June, 2024

ITB No. : 2024-130

**Contracting
Party** : Sustainable Energy for All

Country : Sierra Leone

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PART 1 – Bidding Procedures

(Two Stage - Bidding)

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

General

- 1. Scope of Bid**
 - 1.1 Sustainable Energy for All (SEforALL) issues this Bidding Document for designing, supplying, delivering, installing, commissioning and O&M for solar PV systems at 11 hospitals in Sierra Leone as specified in Section V, SEforALL's Requirements.
 - 1.2 The scope of work for this project is divided into two separate lots, detailed in Section II, Bid Data Sheet.

- 2. Eligible Bidders**
 - 2.1 A Bidder may be a private entity or a government-owned entity or any combination of such entities in the form of a joint venture, or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture or association:
 - (a) all partners shall be jointly and severally liable for the execution of the contract in accordance with the contract terms, and
 - (b) the JVA shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.
 - 2.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of SEforALL regarding this bidding process; or
 - (e) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid. or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant

and Installation Services that are the subject of the bid.

- (g) a Bidder or any of its affiliates has been hired (or is proposed to be hired) by SEforALL as Project Manager for the contract.
- 2.3 Government-owned entities shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of SEforALL.
- 2.4 Bidders shall provide such evidence of their continued eligibility satisfactory to SEforALL, as SEforALL shall reasonably request.

Contents of Bidding Document

3. Sections of Bidding Document

- 3.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any addenda.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 SEforALL's Requirements

- Section V. SEforALL's Requirements

PART 3 Contract Forms & Appendices

- Section VI. Contract Forms

- 3.2 SEforALL is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by SEforALL in the Invitation to Bid.
- 3.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

4. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 4.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact SEforALL by email at procurement@seforall.org or raise its enquiries during the **pre-bid meeting on Tuesday, June 18, 2024** (time shall be communicated via [SEforALL website](#)). SEforALL will respond in writing to any request for clarification, provided that such request is received **no later than 17:00 CEST (UTC +2), June 28, 2024**. SEforALL's response shall be in writing with copies to all Bidders who have acquired the Bidding Document, including a description of the inquiry but without identifying its source. Such clarification will also be published on the [SEforALL website](#).

- 4.2 Visits to the project sites are not foreseen as part of this bid. Site visits will be organized and access will be granted only to the successful bidder.
- 4.3 The Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 4.4 The Bidder is requested, as far as possible, to submit any questions in writing, to reach SEforALL not later than one week before the meeting.
- 4.5 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document. Such transmission shall take place via SEforALL website. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by SEforALL exclusively through the issue of an Addendum no longer than **5 working days** after the pre-bid meeting and not through the minutes of the pre-bid meeting.
- 4.6 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 5. Amendment of Bidding Document**
- 5.1 At any time prior to the deadline for submission of bids, SEforALL may amend the Bidding Document by issuing addenda.
- 5.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from SEforALL. Such communication shall take place via SEforALL website.
- 5.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, SEforALL may, at its discretion, extend the deadline for the submission of bids.

Preparation of Bids

- 6. Cost of Bidding**
- 6.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and SEforALL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 7. Language of Bid**
- 7.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and SEforALL, shall be written in English.

- 8. Documents Comprising the Bid**
- 8.1 The Bid submitted by the Bidder shall comprise the following:
- a. Letter of Bid
 - b. Completed schedules as required, including Price Schedules;
 - c. written confirmation authorizing the signatory of the Bid to commit the Bidder;
 - d. documentary evidence that the plant and installation services offered by the Bidder in its bid are eligible;
 - e. documentary evidence establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
 - f. documentary evidence that the plant and installation services offered by the Bidder conform to the Bidding Document;
 - g. in the case of a bid submitted by a JVA, JVA agreement, or letter of intent to enter into a JVA including a draft agreement, indicating at least the parts of the plant to be executed by the respective partners;
 - h. List of subcontractors ; and
 - i. any other document as requested by SEforALL.
- 9. Letter of Bid and Schedules**
- 9.1 The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.
- 10. Alternative Bids**
- 10.1 Alternative bids are not allowed.
- 11. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 11.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 12. Documents establishing conformity of the Plant and Installation Services**
- 12.1 The Bidder shall furnish the information stipulated in Section IV, in sufficient detail to demonstrate substantial responsiveness of the Bidders' proposal to the work requirements and the completion time.
- 12.2 For major items of plant and installation services as listed in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by SEforALL for these items. Quoted rates and prices will be deemed to apply to whichever subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 12.3 The Bidder shall be responsible for ensuring that any subcontractor

proposed and their services comply with the requirements of this Bidding Document.

- 13. Bid Prices and Discounts**
- 13.1 Bidders shall quote for the entire plant and installation services on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Bidding Document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document. Items against which no price is entered by the Bidder will not be paid for by SEforALL when executed and shall be deemed to be covered by the prices for other items.
- 13.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Document.
- 13.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.
- 13.4 The Price Schedules are:
- Schedule No. 1 Grand Summary;
 - Schedule No. 2 Cost of Plants;
 - Schedule No. 3 Site-Wise Cost Breakdown;
 - Schedule No. 4 Cost of Spare Parts;
 - Schedule No. 5 Operation, Maintenance and Training for Solar Generation Plants.
- 13.5 The current edition of Incoterms (2020), published by the International Chamber of Commerce shall govern.
- 13.6 The prices shall be fixed. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 13.7 Bidders wishing to offer any unconditional discount shall specify in their Letter of Bid the offered discounts and the manner in which price discounts will apply.
- 14. Currencies of Bid and Payment**
- 14.1 The currency of the bid is United States Dollars.
- 15. Period of Validity of Bids**
- 15.1 Bids shall remain valid for the period of ninety (90) days after the bid submission deadline date prescribed by SEforALL. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

- 15.2 In exceptional circumstances, prior to the expiration of the bid validity period, SEforALL may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 15.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor or factors specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

16. Bid Security

- 16.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security as **specified in the BDS**, in original form and in the amount **specified in the BDS**.
- 16.2 A Bid-Securing Declaration shall use the form included in Section IV Bidding Forms.
- 16.3 If a bid security is specified in the ITB, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- i. an unconditional guarantee issued by a bank or surety;
 - ii. an irrevocable letter of credit;
 - iii. a cashier's or certified check; or
 - iv. another security **indicated in the BDS**,
- from a reputable source. If the unconditional guarantee is issued by an insurance company or a bonding company located outside of Austria, the issuer shall have a correspondent financial institution located in Austria to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by SEforALL prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested.
- 16.4 If a bid security is specified pursuant to ITB, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by SEforALL as non-responsive.
- 16.5 If a bid security is specified pursuant to ITB, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB.

- 16.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 16.7 The bid security may be forfeited, or the Bid-Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB; or
 - (ii) furnish a performance security in accordance with ITB.
- 16.8 The Bid Security or the Bid Securing Declaration of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.
- 16.9 If a Bid-Securing Declaration is executed in accordance with ITB , SEforALL will declare the Bidder ineligible to be awarded a contract by SEforALL for the period of time stated in the Form of Bid-Securing Declaration.
- 16.10 If a bid security is not required in the BDS, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB, or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB; or furnish a performance security in accordance with ITB;
- the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by SEforALL for a period of time **as stated in the BDS**.

Submission and Opening of Bids

17. Submission, Sealing and Marking of Bids

Bidders should submit bids electronically at ITB2024-130@seforall.org. The bids should be password protected and only accessible by procurement after the bid deadline. Separate from the bid itself, the password should be shared with SEforALL through a secure method like a separate email at ITB2024-130@seforall.org with a clear subject line.

18. Deadline for Submission of Bids

- 18.1 Bids must be submitted to SEforALL no later than **17:00 CEST (UTC +2), 8 July, 2024**.
- 18.2 SEforALL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document, in which case

all rights and obligations of SEforALL and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 19. Late Bids** 19.1 SEforALL shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by SEforALL after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 20. Withdrawal, Substitution, and Modification of Bids** 20.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be **received by SEforALL prior to the deadline prescribed for submission of bids.**
- 20.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

Evaluation and Comparison of Bids

- 21. Confidentiality** 21.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 21.2 Any attempt by a Bidder to influence SEforALL in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 21.3 From the time of submission deadline to the time of Contract award, if any Bidder wishes to contact SEforALL on any matter related to the bidding process, it should do so in writing.
- 22. Clarification of Bids** 22.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, SEforALL may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by SEforALL shall not be considered. SEforALL's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by SEforALL in the evaluation of the bids.
- 22.2 If a Bidder does not provide clarifications of its bid by the date and time set in SEforALL's request for clarification, its bid may be rejected.

- 23. Deviations, Reservations, and Omissions**
- 23.1 During the evaluation of bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Bidding Document;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 24. Determination of Responsiveness**
- 24.1 SEforALL’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.
- 24.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Plant and Installation Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, SEforALL’s rights or the Bidder’s obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 24.3 SEforALL shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, SEforALL’s Requirements have been met without any material deviation, reservation, or omission.
- 24.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by SEforALL and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 25. Nonmaterial Nonconformities**
- 25.1 Provided that a bid is substantially responsive, SEforALL may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 25.2 Provided that a bid is substantially responsive, SEforALL may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

25.3 Provided that a bid is substantially responsive, SEforALL shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**26. Correction of
Arithmetical
Errors**

26.1 Provided that the bid is substantially responsive, SEforALL shall correct arithmetical errors on the following basis:

(a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;

(b) where there are errors between the total of the amounts of the individual Schedules and the amount given in Grand Summary, the former shall prevail and the latter will be corrected accordingly; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

26.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.

**27. Evaluation of
Bids**

27.1 SEforALL shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.

Technical Evaluation

27.2 SEforALL will carry out a detailed technical evaluation of the bids not previously rejected to determine whether the technical aspects are in compliance with the Bidding Document. The bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness. In order to reach its determination, SEforALL will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:

(a) overall completeness and compliance with SEforALL's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Specification and in Section III Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic

conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid;

- (b) type, quantity, and long-term availability of mandatory and recommended spare parts and maintenance services; and
- (c) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria.

27.3 The maximum score of the technical evaluation is 75 points.

Financial Evaluation

27.4 To evaluate a bid, SEforALL shall consider the following:

1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
2. price adjustment for correction of arithmetic errors;
3. price adjustment due to discounts offered;
4. price adjustment due to quantifiable nonmaterial nonconformities;
5. converting the amounts to a single currency; and
6. the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.

27.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of SEforALL, SEforALL may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, SEforALL may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect SEforALL against financial loss in the event of default of the successful Bidder under the Contract.

27.6 The maximum score for the financial evaluation is 25 points.

28. Comparison of Bids and Bidder Selection

28.1 SEforALL shall compare all substantially responsive bids against technical criteria and the financial proposal, to determine the selected bidder.

29. SEforALL's Right to Accept Any Bid, and to Reject Any or All Bids

29.1 SEforALL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

Award of Contract

- 30. Notification of Award**
- 30.1 Prior to the expiration of the period of bid validity, SEforALL shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that SEforALL will pay the Contractor in consideration of the execution and completion of the Plant and Installation Services (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 30.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 30.3 SEforALL shall reasonably respond in writing to any unsuccessful Bidder who requests in writing the grounds on which its bid was not selected.
- 31. Signing of Contract**
- 31.1 Promptly upon notification, SEforALL shall send the successful Bidder the Contract Agreement.
- 31.2 Within fifteen (15) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to SEforALL.
- 31.3 In case signing of the Contract Agreement is prevented by any export restrictions attributable to SEforALL, to the country of SEforALL, or to the use of the Plant and Installation Services to be supplied, where such export restrictions arise from trade regulations from a country supplying those Plant and Installation Services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of SEforALL and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the Plant and Installation Services under the terms of the Contract.
- 32. Performance Security**
- 32.1 Within fifteen (15) days of the receipt of notification of award from SEforALL, the successful Bidder shall furnish the Performance Security, using for that purpose the Performance Security Form included in Section VI, Contract Forms, or another form acceptable to SEforALL. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to SEforALL. A foreign institution providing a performance security shall have a correspondent financial institution located in Austria.
- 32.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event SEforALL may award the Contract to the next

lowest evaluated Bidder whose offer is substantially responsive and is determined by SEforALL to be qualified to perform the Contract satisfactorily.

33. Terms of Payment

33.1 SEforALL shall follow a deliverable-based payment system.

The following indicative payment schedule shall be established and finalised during contracting phase:

Percentage of Total Contract Value	Milestone
Twenty percent (20%)	Advance payment upon contract signature
Twenty percent (20%)	Advance payment upon placement of purchase orders for all material, within forty-five (45) days after receipt of documents
Thirty percent (30%)	upon completion of civil works within forty-five (45) days after receipt of documents
Twenty-five percent (25%)	upon customs' clearing within forty-five (45) days after receipt of documents
Twenty percent (5%)	upon issue of the Completion Certificate, within forty-five (45) days after receipt of invoice

Section II - Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation to Bid is: 2024-130
ITB 1.2	The Contracting Party is: Sustainable Energy for All Verein für nachhaltige Energie (hereinafter referred to as “Sustainable Energy for ALL” or “SEforALL”)

ITB 1.3

The name of the ITB is: *Design, Supply, Delivery, Installation, Testing, and Commissioning and 12 months Operation and Maintenance of PV Systems at 11 Hospitals in Sierra Leone.*

The project sites are given below:

Site	Hospital name	City/Town	District	Latitude	Longitude	PV Capacity (kWp)
LOT-1						
1	Connaught Government Hospital	Freetown	Western Urban	8.488	-13.238	760
2	Rokupa Government Hospital	Freetown	Western Urban	8.46	-13.172	94
3	King Harman Road Satellite Hospital	Freetown	Western Urban	8.472	-13.247	94
4	Lakka Government Hospital	Lakka	Western Rural	8.397	-13.263	105
5	Port Loko Government Hospital	Port Loko	Port Loko	8.765	-12.784	179
LOT-2						
6	Makeni Government Hospital	Makeni	Bombali	8.871	-12.056	250
7	Magburaka Government Hospital	Magburaka	Tonkolili	8.720	-11.938	190
8	Moyamba Hospital	Moyamba	Moyamba	8.159	-12.434	233
9	Koidu Government Hospital	Koidu	Kono	8.648	-10.966	667
10	Pujehun Government Hospital	Pujehun	Pujehun	7.351	-11.718	160
11	Kenema Government Hospital	Kenema	Kenema	7.875	-11.185	190

ITB 1.4

The name of the Project is: **Electrification of 11 Hospitals in Sierra Leone**

ITB 1.5	The individuals or firms in a joint venture, consortium or association shall be jointly and severally liable.
B. Contents of Bidding Document	
ITB 2.1	<p>For <u>clarification of bid purposes</u> only, the email address is: Attention: Procurement Email: procurement@seforall.org</p> <p>Requests for clarification should be received by SEforALL no Later than: June 28, 2024</p>
ITB 2.2	<p>A Pre-Bid meeting will take place at the following date, time and place:</p> <p>Date: June 18, 2024</p> <p>Time: to be communicated via SEforALL website</p> <p>Place: online link shall be provided on SEforALL website</p>
C. Preparation of Bids	
ITB 3.1	The language of the bid, correspondence exchange and documents shall be: English
ITB 3.2	All ITB instructions apply to bids for Lot 1, Lot 2, or both lots. Required documents are standard across all lots. The bidder shall clearly indicate which lot(s) the bid pertains to.
ITB 3.3	<p>The Bidder shall submit with its bid the following additional documents for eligibility:</p> <ul style="list-style-type: none"> • Copy of Certificate of Incorporation • A valid NRA Tax Clearance certificate • A valid NASSIT Clearance certificate • Code of Conduct for Contractor's Personnel (ES and Gender) - see Guidelines GEWE Act of Sierra Leone • Code of Conduct - see Guidelines as stated in the Local Content Act of Sierra Leone • Audited Balance Sheets for the last 3 years • Completed and signed SEforALL Bank Details Form <p>Additionally, the Bidder shall submit its Code of Conduct that will apply to the Contractor's Personnel employed for the execution of Installation Services at the Site (or other places in the country where the sites are located), to ensure compliance with the Contractor's Environmental and Social, and Gender (ES and Gender) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p>

ITB 3.4	<p>The Price Schedules for each Lot shall comprise the five (5) schedules listed below. Bidders can also bid for both Lots, providing that this will help achieve economies of scale. Separate numbered Schedules along with requisite scope for solar PV plants are given in Section IV. The total amount from each Schedule corresponding to an element of the Plant and Installation Services and 12 months Operation & Maintenance shall be summarized in the schedule titled Grand Summary, (Schedule 1), giving the total Bid Cost/Price(s) to be entered in the Letter of Bid.</p> <p>The Schedules comprise:</p> <p>Schedule No. 1 Grand Summary Schedule No. 2 Cost of Plants Schedule No. 3 Site-Wise Cost Breakdown Schedule No. 4 Cost of Spare Parts Schedule No. 5 Operation, Maintenance and training for Solar Generation Plants</p> <p>Bidders are to supply duly filled Schedules as given in Section IV.</p>								
ITB 3.5	The prices quoted by the Bidder shall be: Fixed in US Dollars.								
ITB 3.6	The bid validity period <i>shall be ninety (90) days from bid opening date.</i>								
ITB 3.7	<p>The Bid Security <i>shall be unconditional Bank guarantee (BG), this guarantee can be in the form of a bid bond, a standard bank guarantee, or a cheque, from a reputable Bank</i> and remain valid for a period of thirty (30) days beyond the original bid validity period.</p> <p>The amount and currency of the bid security shall be as follows:</p> <table border="1" data-bbox="432 1272 1428 1704"> <thead> <tr> <th data-bbox="432 1272 1126 1330">Project Name</th> <th data-bbox="1126 1272 1428 1330">Amount in US\$</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 1330 1126 1453">Electrification of 11 Hospitals in Sierra Leone – Lot 1</td> <td data-bbox="1126 1330 1428 1453">100,000.00</td> </tr> <tr> <td data-bbox="432 1453 1126 1576">Electrification of 11 Hospitals in Sierra Leone – Lot 2</td> <td data-bbox="1126 1453 1428 1576">130,000.00</td> </tr> <tr> <td data-bbox="432 1576 1126 1704">Electrification of 11 Hospitals in Sierra Leone – Lots 1+2</td> <td data-bbox="1126 1576 1428 1704">210,000.00</td> </tr> </tbody> </table>	Project Name	Amount in US\$	Electrification of 11 Hospitals in Sierra Leone – Lot 1	100,000.00	Electrification of 11 Hospitals in Sierra Leone – Lot 2	130,000.00	Electrification of 11 Hospitals in Sierra Leone – Lots 1+2	210,000.00
Project Name	Amount in US\$								
Electrification of 11 Hospitals in Sierra Leone – Lot 1	100,000.00								
Electrification of 11 Hospitals in Sierra Leone – Lot 2	130,000.00								
Electrification of 11 Hospitals in Sierra Leone – Lots 1+2	210,000.00								
ITB 3.8	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <ul style="list-style-type: none"> <li data-bbox="472 1809 1428 1924">• A power of Attorney authenticated by CEO of the Company or notary public office in the bidder’s country only indicating that the person(s) signing the bid has(ve) the authority to sign. 								
D. Submission and Opening of Bids									

ITB 4.1	Bid Submission should be in soft copy sent to ITB2024-130@seforall.org . The bids should be <u>password protected</u> .
ITB 4.2	Bid Security should be submitted in hard copy to: Sustainable Energy for All Andromeda Tower 15 th Floor, Donau-City-Strasse 6, 1220 Vienna, Austria
ITB 4.3	The bid opening and evaluation will follow SEforALL’s procurement processes.

Section III. Evaluation and Qualification Criteria

1. Evaluation Criteria

Evaluation of the Bidder's bid shall include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its bid regarding method statement, scheduling, plant, material, and equipment sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V, SEforALL's Requirements.

The Bidder shall submit a detailed and comprehensive work plan for the implementation of this project. These shall include but are not limited to:

- a) Quality control measures, a narration of specific quality control measures at design, manufacture, erection, installation, testing and commissioning stages of the project. The presentation shall include recruitment/selection of the subcontractors/sub suppliers and how they will be supervised.
- b) Safety, Health, Environmental, and Gender policy plan. This should include an identification of expected safety hazards, and mitigation measures that will be adopted to ensure that the projects are completed without accidents, and with minimum negative impact on the environment. Bidders are to note that almost all the works shall be in locations where there is live power supply.
- c) The design bids shall be compared on the basis of the following essential points, which must be **clearly indicated** in the bids:
 - all assumptions used for preparing the design bids;
 - technical specification and energy predictions resulting from the sizing process;
 - provisions made to reduce the risk of system outages;
 - cost efficiencies of the proposed equipment;
 - evidence of the credibility of the design calculations;
 - Bidder's experience (number of years and similar assignments done) in the field;
 - other criteria that are specific to the project are specified in the Technical Specifications.

The bids will be evaluated against the following criteria:

SN	Criterion	Compliance
1	Compliance with Technical Specifications (Annex 1)	Yes/No
2	Compliance with delivery terms and period	Yes/No
		Maximum points
3	Technical Evaluation	75
3.1	Operational Capacity	45
3.1.1	Technical expertise of bidder/JVA:	18
i	Designing and deploying renewable energy systems with lithium-ion batteries in West Africa and more specifically in Sierra Leone in resource constrained settings such as health facilities;	10
ii	Setting up and managing a remote monitoring system to manage the technical performance of renewable energy solutions	4
iii	Training stakeholders to use and maintain renewable energy and/or hybrid power systems	4

2. Qualifications

Factor	<i>1. Eligibility</i>					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
1.1 Country of establishment	<ul style="list-style-type: none"> Be a legal entity, eligible to work in Sierra Leone and operating in full compliance and duly incorporated under the laws of Sierra Leone under the Companies Act 2014; Have a valid NRA Tax Clearance certificate; Have a valid NASSIT Clearance certificate 	Must meet requirement	Must meet requirement	-	Must Meet requirement	<ul style="list-style-type: none"> Certificate of Incorporation in Sierra Leone Valid NRA Tax Clearance certificate Valid NASSIT Clearance certificate
1.2 Conflict of Interest	No conflicts of interests.	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
1.3 Bid Validity	Bid validity ninety (90) days	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Letter of Bid
1.4 Government Owned Entity	Compliance with conditions in ITB	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI-1.1 and 1.2, with attachments

Factor	2. <i>Historical Contract Non-Performance</i>					
Sub-Factor	Criteria					Documentation Required
	Requirement	Single Entity	Bidder			
			Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last three (3) years prior to the deadline for bid submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement	N / A	Must meet requirement	N / A	Form CON - 2
2.2 Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%) of the Bidder's net-worth and shall be treated as resolved against the Bidder.	Must meet requirement	N / A	Must meet requirement	N / A	Form CON – 2

Factor	3. Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
All partners combined			Each partner	At least one partner		
3.1 Historical Financial Performance	Submission of audited balance sheets, for the last three [3] years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. Net worth of firm should be positive.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN – 3.1 with attachments
3.2 Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: estimated at USD \$0.20 million for a period of three (3) months, and (ii) the overall cash flow requirements for this contract and its current commitments.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Form FIN –3.3
3.3 Average annual turnover	Minimum average annual turnover in USD 3 Million in the energy sector for a single Lot, and/or USD 5 Million in the energy sector for both Lots, calculated as total certified payments received for contracts in progress or completed, within the last three [3] years.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Form FIN –3.2

Factor	4. Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
4.1. General Experience	Experience in standalone solar PV plants under contracts in the role of contractor, subcontractor, or management contractor for at least the last five (5) years.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Technical Proposal Document
4.2 (a). Specific Experience	Participation as a contractor, management contractor, or subcontractor, in at least two (2) contracts of DC PV Plant of 50 kW installed capacity within the last five (5) years that have been successfully and substantially completed and that are similar to the proposed plant and installation services. The similarity shall be based on the physical size, complexity, methods/ technology, end-user (hospital) or other characteristics as described in Section V, SEforALL's Requirements.	Must meet requirement	Must meet requirements	N / A	Must meet requirement	Technical Proposal Document
4.2 (b). Specific Experience	Have prior experience deploying Li-Ion systems as part of a large solar PV solution (e.g., 30 kWp installed capacity or higher).	Must meet requirement	Must meet requirement	N / A	Must meet requirement	Technical Proposal Document
4.2 (c). Specific Experience	Demonstrate familiarity with all utility regulations in Sierra Leone as specified by the Sierra Leone Electricity Water Regulatory Commission Act 2011.	Must meet requirement	Must meet requirement	N / A	Must meet requirement	Technical Proposal Document

Factor	4. Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
4.2 (d). Specific Experience	Demonstrate familiarity with all mini grid regulations in Sierra Leone as specified by the Sierra Leone Electricity Water Regulatory Commission Act 2019.		Must meet requirement	All partners combined	Each partner	At least one partner
4.3. Environmental, Social and Gender policy and Local Content Act	The bidder must follow the Guidelines GEWE Act of Sierra Leone for gender considerations and comply with the Local Content Act.	Must meet requirement	Must meet requirement	N / A	Must meet requirement	Code of Conduct for Contractor's Personnel (ES and Gender) FORM Code of Conduct – see Guidelines GEWE Act of Sierra Leone for gender considerations Code of Conduct - see Guidelines as stated in the Local Content Act of Sierra Leone

3. Key Personnel

The contractor shall maintain an on-ground team in Sierra Leone throughout the project duration. This team shall be led by an in-country project manager and will include technical personnel whose specific skill sets will be deployed as needed to fulfill the evolving requirements of the project.

All key experts should have experience working in Africa; experience in Sierra Leone is a plus.

Key experts:

No.	Position	Total Work Experience (years)	Works Experience in similar Projects (years)
1	Project Manager/Team Leader	10	6
2	Installation Manager	7	4
3	Design Engineer	7	4
4	Electrical Engineer	7	4
5	Civil Engineer	7	4

The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

Section IV. Bidding Forms

Letter of Bid

Date of submission of Bid _____

ITB No.: _____

To:

Procurement

Sustainable Energy for All, Powering Healthcare Programme

Andromeda Tower 15th Floor, Donau-City-Strasse 6,

1220 Vienna, Austria

Email Address: itb2024-130@seforall.org

Dear Madam or Sir,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued;
- (b) We offer to provide the following in conformity with the Bidding Document of:
Design, Supply, Delivery, Installation and Commissioning of Solar PV plants for 11 hospitals in Sierra Leone, twelve (12) months O&M of Plant operation (*Lot-1/Lot-2/ Both Lot-1 & 2*).
- c) The price of our Bid, we quote excluding any discounts offered in item below is
Bid Price quoted
Total price in USD
[insert the total price in USD including O&M costs in words and figures];
- e) Our bid shall be valid for a period of **90 days** from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- f) If our Bid is accepted, we commit to obtain a performance security;
- g) We, including any subcontractors or manufacturers for any part of the Contract, do not have any conflict of interest;
- h) We are not submitting more than one Bid in this bidding process as a Bidder, either individually or as a partner in a joint venture;
- i) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- j) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder: *[insert complete name of the entity submitting the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

[Insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid:

[Insert complete title of the person signing the Bid]

Signature of the person named above:

[Insert signature of person whose name and capacity are shown above]

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

Schedule of Rates and Prices

Schedule No. 1. Grand Summary

Item	Description	Lot-1 (USD)	Lot-2 (USD)	Total Project Price (USD)
1	Total Schedule No. 2: Cost of plants			
2	Total Schedule No. 4: Cost of spares			
3	Total Schedule No. 5: Training and operation and maintenance for 12 months after commissioning of plant			
4	Grand summary			

Schedule No.2: Cost of plants

Note - Please indicate only the price of those items/part items which are to be supplied.

S. No	Hospital Name	Costs (USD)							
		Solar Plant	Lightning/Grounding System	Building Retrofit	Compound Distribution	Project Management	Training for Installers	Applicable Taxes	Total (USD)
LOT-1									
1.	Connaught Government Hospital								
2.	Rokupa Government Hospital								
3.	King Harman Road Satellite Hospital								
4.	Lakka Government Hospital								
5.	Port Loko Government Hospital								
LOT-2									
6.	Makeni Government Hospital								
7.	Magburaka Government Hospital								
8.	Moyamba Hospital								
9.	Koidu Government Hospital								
10.	Pujehun Government Hospital								
11.	Kenema Government Hospital								
	Total cost of plants								

Name of Bidder	
Signature of Bidder	

Schedule No. 3: Site-Wise Cost Breakdown

Note:

- Please indicate only the price of those items/part items which are to be supplied.
- The below tables must be filled out separately for each site.
- The items mentioned in the table are indicative, the bidders may amend the items based on their design and specifications for each site.
- As a general practice, the bidders should account for any contingency including expected expenses towards demurrage, as SEforALL will not be responsible for such damages.

Item No.	Item Description	Unit	Qty (1)	Unit price (USD) (2)	Total Price (USD) (1x2)	Compliance with Specifications (Yes/No) ¹	Remarks ²
Solar Plant							
1	Modules						
2	Mounting Structure - Ground Mount						
3	Mounting Structure - Car Port						
4	Mounting Structure - Roof Mount						
5	Lithium Iron Phosphate Battery (LiFePO4)						
6	Inverters						
7	Remote Monitoring Equipment						
	Sub-Total (Solar Plant) (A)						
Lightning/Grounding System							
1	16mm ² single core cable						
2	70mm ² single core cable – copper						
3	Copper clad conductor						
4	Lightning rod - 3m						
5	Earth Rod w/clamp						
	Sub-Total (Lightning/Grounding) (B)						
Building Electrical Retrofit							
1	1.5mm ² twin cable						
2	2.5mm ² twin cable						
3	10mm ² single core earth cable - copper						
4	One gang switch						
5	Two gang switch						
6	Three gang switch						
7	Single socket						
8	Double socket						
9	Six-way distribution box (1P)						
10	Twelve-way distribution box (3P)						
11	Earth rod – 1.2m						
12	LED bulb – Min 10W						

¹ compliance must be confirmed in detail by the contractor's offer and technical documentation and will be verified by SEforALL during evaluation.

² if not compliant with SEforALL's required specifications, the contractor must indicate their parameters in this column.

Item No.	Item Description	Unit	Qty (1)	Unit price (USD) (2)	Total Price (USD) (1x2)	Compliance with Specifications (Yes/No) ¹	Remarks ²
Sub-Total (Building Electrical Retrofit) (C)							
Compound Distribution							
1	LED Spotlight - Min 30W						
2	Distribution Pole - 9m						
3	Feeder Pillar - 400A						
4	Feeder Pillar - 200A						
5	Panel Board - 200A						
6	Changeover - 3P - 200A						
7	Disconnect - 3P -200A						
8	Changeover - 3P - 100A						
9	Disconnect - 3P -100A						
10	4x95mm ² ABC - Aluminium						
11	4x35mm ² ABC - Aluminium						
12	4 x 35mm ² PVC/PVC - Copper						
13	2 x 35mm ² PVC/PVC - Copper						
14	2 x 16mm ² PVC/PVC - Copper						
15	4x70mm ² SWA - copper						
16	Transformer - 1MWp						
17	LV Panel - 1MWp						
Sub-Total (Compound Distribution) (D)							
Project Management							
1	Installation Costs	unit					
2	Design Engineering	unit					
3	Administration	unit					
Sub-total (Project Management) (E)							
Training for Installers							
1	Training for staff supporting installation	unit					
Sub-total (Training) (F)							
Transportation (DDP– Incoterms 2020)							
1	Shipping costs						
2	Import/Customs duties						
3	Local transportation						
Sub-total (Transportation) (G)							
Insurance							
Insurance at 110% value of the equipment total costs							
Sub-total (Insurance) (H)							
TOTALS							
Total (A+B+C+D+E+F+G+H)							
Any applicable taxes							

Section IV - Bidding Forms

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Item No.	Item Description	Unit	Qty (1)	Unit price (USD) (2)	Total Price (USD) (1x2)	Compliance with Specifications (Yes/No) ¹	Remarks ²
Grand total (inclusive of taxes)							

Name of Bidder	
Signature of Bidder	

Schedule No.4: Cost of Spares

Note – Please indicate only the price of those items/part items which are to be supplied.

Item No.	Item Description	Unit	Qty (1)	Unit price (USD) (2)	Total Price (USD) (1x2)
1	Modules				
2	Inverters				
3	Lithium Iron Phosphate Battery (LiFePO4)				
4	Surge Protection Devices				
5	Lightning Rod				
6	1.5mm ² twin cable				
7	2.5mm ² twin cable				
8	One Gang Switch				
9	Two gang Switch				
10	LED Light bulb				
11	LED Spotlight				
12	Feeder Pillar - 400A				
13	Feeder Pillar - 200A				
14	Changeover – 3P - 100A				
15	Disconnect – 3P - 100A				
	Total				
	Any applicable taxes				
	Grand total (inclusive of taxes)				

Name of Bidder	
Signature of Bidder	

Schedule No. 5 - Operation, Maintenance, and Training for Solar Power Generation Plants

Item No.	Item Description	Unit	Qty (1)	Unit Cost (USD) (2)	Total Cost (USD) (1x2)
1	Training of operators: A minimum of two (2) weeks of training for technical engineers on installation, monitoring, maintenance, repairs and all other requested aspects of the PV power plants.	Per-site			
2	Operation and maintenance of the solar power generation plant on monthly basis, totally for twelve (12) months.	Per-site			
		Total			
	Any applicable taxes				
	Grand total (inclusive of taxes)				

Name of Bidder	
Signature of Bidder	

Personnel/Subcontractors**Form PER -1****Proposed Subcontractors for Major Items of Plant and Installation Services**

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item.

Major Items of Plant and Installation Services	Proposed Subcontractors/Manufacturers	Nationality

Form ELI 1.1
Bidder Information Sheet

Date: _____

ITB No.: _____

1. Bidder's Legal Name
2. In case of JVA, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB.
8. In case of JVA, letter of intent to form JVA including a draft agreement, or JVA agreement, in accordance with ITB.
9. In case of government owned entity from SEforALL's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB.

Please note that a written authorization needs to be attached to this sheet as required by ITB.

Form ELI 1.2
Party to JVA Information Sheet

Date: _____

ITB No.: _____

1. Bidder's Legal Name:
2. JVA's Party legal name:
3. JVA's Party Country of Registration:
4. JVA's Party Year of Registration:
5. JVA's Party Legal Address in Country of Registration:
6. JVA's Party Authorized Representative Information Name: Address: Telephone/Fax numbers:
7. Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB.
8. In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB.

Form CON – 2
Historical Contract Non-Performance

Bidder’s Legal Name: _____

Date: _____

JVA Partner Legal Name: _____

ITB No.: _____

Non-Performing Contracts in accordance with Section III, Evaluation Criteria			
Contract non-performance did not occur during the stipulated period, in accordance with Section III, Evaluation Criteria			
Pending Litigation, in accordance with Section III, Evaluation Criteria			
No pending litigation in accordance with Section III, Evaluation Criteria Pending litigation in accordance with Section III, Evaluation Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

Form CCC**Current Contract Commitments/Works in Progress**

Bidders and each partner to a JVA should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current US\$ equivalent)	Estimated completion date
1.			
2.			
3.			
4.			
5.			
etc.			

Form FIN – 3.1**Financial Situation****Historical Financial Performance**

Bidder's Legal Name: _____

Date: _____

JVA Partner Legal Name: _____

ITB No.: _____

To be completed by the Bidder and, if JVA, by each partner

Financial information in US\$ equivalent	Historic information for previous three (3) years (US\$ equivalent in 000s)				
	Year 1	Year 2	Year 3	Avg.	Avg. Ratio
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

1. Attached are copies of financial statements (balance sheets, including all related notes, income statements and cashflow statements) for the years required above complying with the following conditions:
2. Must reflect the financial situation of the Bidder or partner to a JVA, and not sister or parent companies

3. **Historic financial statements must be audited by a certified accountant**
4. **Historic financial statements must be complete, including all notes to the financial statements**
5. **Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)**

Form FIN – 3.2
Average Annual Turnover

Bidder's Legal Name: _____ Date: _____
JVA Partner Legal Name: _____ ITB No.: _____

Annual turnover data (construction only)		
Year	Amount and Currency	US\$ equivalent
*Average Annual Construction Turnover		

*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria.

Form FIN 3.3
Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria.

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Form of Bid Security (Bank Guarantee)

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called “the Bidder”) has submitted to you its bid dated _____ (hereinafter called “the Bid”) for Procurement of the Design, Supply, Delivery, Installation, Test, Commissioning and O&M of Solar PV Plants at 11 Hospitals in Sierra Leone LOT _____ under Invitation to Bid No. _____ (“the ITB”).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by SEforALL during the period of bid validity, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of the Bidder’s bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 and/or 758

[Signature(s)]

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in Austria**, as Surety (hereinafter called "the Surety"), are held and firmly bound unto SEforALL as Obligee (hereinafter called "the Purchaser") in the sum of *[amount of Bond]*³ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ____ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract; or (ii) has failed to furnish the Performance Security, in accordance with the Bidding Document;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date twenty-eight (28) days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____
 Corporate Seal (where appropriate)

³ The amount of the Bond shall be denominated in the currency of the Purchaser's Country or the equivalent amount in a freely convertible currency.

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

Code of Conduct for Contractor's Personnel (ES) Form

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by SEforALL shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR CONTRACTOR'S AND SUBCONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with SEforALL for [enter description of the Facilities]. The Plant for the Facilities will be installed at [enter the Sites]. Our contract requires us to implement measures to address environmental and social risks, related to the Installation Services i.e. services ancillary to the supply of the Plant for the Facilities, such as inland transportation, site preparation works/associated civil works, installation, testing, precommissioning, commissioning, operations and maintenance etc. as the case may require.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Installation Services.

All personnel that we utilize in the execution of the Contract, including staff, labor, and other employees of us and of each Subcontractor, and any other personnel assisting us in the execution of the Contract, are referred to as Contractor's personnel.

This Code of Conduct identifies the behavior that we require from the Contractor's Personnel employed for the execution of Installation Services at the Site (or other places in the country where the Sites are located).

Our workplace is an environment where unsafe, offensive, abusive, or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel employed for the execution of Installation Services at the Site (or other places in the country where the Sites are located) shall:

1. perform duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's and Subcontractor's personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;

- c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or SEforALL's Personnel;
7. not engage in sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in in sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or SEforALL, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I understand. I understand that if I have any questions about this Code of Conduct, I can contact *[enter name of Contractor's contact person(s) with relevant experience]* requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**BEHAVIOURS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA)
AND BEHAVIOURS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- A Contractor's Personnel comments on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's Personnel or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Section V. SEforALL's Requirements

Annexes:

- Annex-1: Technical Specifications of Components
- Annex-2: Summary of Site Requirements
- Annex-3: Site Drawings
- Annex-4: Required Bill of Materials
- Annex-5: Concept Design Report

Section VI. Contract Forms

Notification of Award - Letter of Acceptance

To: _____

Subject: ***Notification of Award Contract No***

This is to notify you that your Bid dated _____ for execution of the [name of contract and identification number] _____ for the Contract Price in the aggregate of _____, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by SEforALL.

You are requested to furnish the Performance Security within twenty-eight (28) days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section VI, - Contract Forms, of the Bidding Document

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Insurance Requirements

Insurances to be Taken Out by the Contractor

The Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(a) Cargo Insurance

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the construction equipment to be provided by the Contractor or its Subcontractors.

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
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(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
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(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
---------------	--------------------------	------------------------	-------------	-----------

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

(e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(f) Employer's Liability

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(g) Other Insurances

The Contractor is also required to take out and maintain at its own cost the following insurances:

Cyber Liability Insurance: It protects against financial losses due to data breaches, cyberattacks, or other IT-related incidents.

Details:

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
---------------	--------------------------	------------------------	-------------	-----------

SEforALL shall be named as co-insured under all insurance policies taken out by the Contractor, except for the Third-Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor except for the Cargo, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

Performance Security Form – Bank Guarantee

Beneficiary:

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that _____ (hereinafter called “the Contractor”) has entered into Contract No. _____ dated _____ with you, for the execution of _____ (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (____)⁴, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall be reduced by half upon our receipt of:

- (a) a copy of the Operational Acceptance Certificate; or
- (b) a registered letter from the Contractor (i) attaching a copy of its notice requesting issuance of the Operational Acceptance Certificate and (ii) stating that the project manager has failed to issue such Certificate within the time required or provide in writing justifiable reasons why such Certificate has not been issued, so that Operational Acceptance is deemed to have occurred.

This guarantee shall expire no later than the earlier of:⁵

- (a) twelve months after our receipt of either (a) or (b) above; or
- (b) eighteen months after our receipt of:
 - (i) a copy of the Completion Certificate; or

⁴ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the *Employer*.

⁵ This text shall be revised as and where necessary to take into account (i) partial acceptance of the Facilities; and (ii) extension of the performance security when the Contractor is liable for an extended warranty obligation (although in this latter case the *Employer* might want to consider an extended warranty security in lieu of the extension of the performance security).

- (ii) a registered letter from the Contractor, attaching a copy of the notice to the project manager that the Facilities are ready for commissioning, and stating that fourteen days have elapsed from receipt of such notice (or seven days have elapsed if the notice was a repeated notice) and the project manager has failed to issue a Completion Certificate or inform the Contractor in writing of any defects or deficiencies; or
 - (iii) a registered letter from the Contractor stating that no Completion Certificate has been issued but the Employer is making use of the Facilities; or
- (c) the ____ day of _____, 2____.⁶

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

⁶ Insert the date twenty-eight days after the expected expiration date of the Defect Liability Period. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Bank Guarantee Form for Advance Payment

Beneficiary: _____

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ (hereinafter called “the Contractor”) has entered into Contract No. _____ dated _____ with you, for the execution of _____ (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ (_____) is to be made against an advance payment guarantee.

At the request of the Contractor, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than toward the execution of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on his account number _____ at _____.

The maximum amount of this guarantee is valid shall be progressively reduced in proportion to the value of each part-shipment or part-delivery of plant and equipment to the site, as indicated in copies of the relevant shipping and delivery documents that shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of documentation indicating full repayment by the Contractor of the amount of the advance payment, or on the ___ day of _____, 2___, whichever is earlier.⁷ Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

 [signature(s) name of bank or financial institution]

⁷ Insert the expected expiration date of the Time for Completion. The *Employer* should note that in the event of an extension of the time for completion of the Contract, the *Employer* would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the *Employer* might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the *Employer’s* written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”