



Electriciens sans frontières

Request for Proposal

**To provide hybrid solar systems as part of the "UKRAINE
- Hybrid Solutions - 2023" project**

2024/01/26

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1. Preamble

Throughout 2023, the conflict in Ukraine has seen a continuous escalation, marked by relentless airstrikes and ground battles, resulting in the devastation of lives, leading to an increasing demand for humanitarian assistance. Due to targeted attacks causing extensive damage to energy infrastructures across the country, addressing the energy needs of critical infrastructures remains crucial. Last winter, in 2022, Electriciens sans frontières, in cooperation with Ukrainian and Franco-Ukrainian associations, electric generators, radiators and unit heaters in Ukraine territory. Electriciens sans frontières wishes to reiterate this operation.

Electriciens sans frontières contributes to improving the living conditions of disadvantaged populations and to the sustainable development of the poorest countries through access to water and electricity.

As part of its "Hybrid Solutions 2023" project, which began on 15/08/2023 and ends on 14/06/2024, Electriciens sans frontières is asking for the services of Contractors to provide hybrid solar systems

referring to an on-site, PV-based electrical system, interfaced with the main grid and local consumption. A hybrid solar system may also include energy storage and fuel-based generators (often diesel engines) in its perimeter.

2. Contracting Authorities

The contracting authority: Electriciens sans frontières, a French NGO whose headquarter is located 5 Rue Jean Nicot 93691 PANTIN Cedex France, represented by Herve Gouyet as President.

The contracting authorities support (detailed for each project in the Technical Clauses):

The contracting authority support (also named “partner association of Electricien sans frontieres”) will be the main point of contact for the contractor during the construction and will be responsible for the operational implementation, overseeing the dispatch, the conformity and the installation of the project.

The contractor will direct all his questions to the contracting authority support and will send weekly reports as well as hold regular meetings with the representative of the contracting authority support. Every deviation from the contractual documents should first be validated by both the contracting authority and the contracting authority support of the relevant project.

3. Description of the work

The work will be carried out as follows :

- Study and design of several photovoltaic power plants with storage units for schools according to the requirements detailed in the technical bill of specification;
- Supply and delivery of all the materials and equipment needed for the system;
- Installation, commissioning and testing of the system.

The contractor will also need to provide all the documents and information needed in order to obtain all administrative and technical authorization from national and local authorities for the project, upstream of installations.

4. Tender documents

All the tender documents listed below have to be considered and will be attached to the purchase order:

- This description of the request for proposal;
- The technical bill of specification;
- The bill of quantities;
- Site visit certificate, previous to offer submission;
- All the drawings, feasibility studies, spec sheets and manuals listed in the technical bill of specification of each project.

5. General description of the projects

All the projects included in this request for proposal are listed in the technical bill of specification and the bill of quantities.

6. Bid documents and tender response

Responses to this request for proposal should be submitted by email to the following addresses: veronique.pingard@electriciens-sans-frontieres.org and charlotte.pendry@electriciens-sans-frontieres.org. Any questions or requests for clarification during this tender can also be directed to these addresses or by phone to Véronique Pingard (+33(0)6 25 85 37 92) or Charlotte Pendry (+33(0)6 19 84 11 37).

All documents listed below have to be sent, in english, before February 7, 2024.

- Presentation of the contractor company and list of references;
- These general conditions of the contract signed;
- The priced bill of quantities in euros (€) including all taxes and VAT;
- All documents mentioned in the technical clauses;
- A proposed schedule (for all the projects within this request for proposal). All projects within this RFP have to be completed before end of April 2024;
- The provided site visit certificate completed and signed.

The projects will be awarded to the company with the lowest financial bid among the bids judged to be technically compliant.

The award will be made on the basis of a quality score according to the following criteria:

- 50% for the financial offer from among the offers judged to be technically compliant;
- 30% for supply, delivery and installation times
- 10% for the quality of the products offered and the safety of the equipment;
- 10% for the reparability of the equipment and its carbon impact.

The Evaluation Committee will meet and inform all consulted companies of the result and contract award no later than the day following the committee meeting.

Companies may respond to 1, several or all of the lots, and Electriciens sans frontières will select a minimum of two suppliers.

7. Mistakes and omissions

Before carrying the work as well as during the realization, the contractor is obliged to point out to the contracting authority and the contracting authority support of any inconveniences, defects or issues which could result from mistakes or omissions observed in the received documents.

In the event that any terms and conditions within the scope of work or another exhibit conflict with terms and conditions outlined in these general conditions of the contract, the terms specified in the general conditions of the contract shall take precedence over conflicting terms within the scope of work or exhibit. The order of priority of the documents is as described in paragraph 4.

8. Administrative and financial clauses

a. Pricing terms

Contractor's offer should include all services needed for the scope of work described in the documents provided for the lot. Prices should not be revisable and can't be updated for a 5 month time period after the date of the offer reception by the contracting authority. After this time period, prices may be updated after negotiation with the contracting authority.

Once the purchase order between the contractor and the contracting authority is signed, the prices can't be revised and all documents discussed or submitted prior to the signature of the purchase order and which are not detailed in paragraph 3, become null and void.

The amount of the purchase order is considered as a fixed price and the detailed prices described in the bill of quantities will only be applicable in the event of additional work that falls outside the initial scope of work.

All prices should be in euros. If the local currency used is different, the exchange rate at the date of the offer presentation must be clearly annotated on the quote.

Euro foreign exchange reference rates will be the ones of the [Eurosystem of the European Central Bank](#).

All communication and documents presented should be in English.

b. Payment terms

Payments milestones are defined as below (based on the specific bill of quantities for each project):

- 20% following contract approval and signing ;
- 10% after the validation by the contracting authority of all the documents, drawings, studies and spec sheets sent by the contractor ;
- 50% during installation progress relative to the priced bill of material and after reception of detailed progress reports by the contracting authority2;
- 10% after the signing the "Project completion statement" without any major defect (see paragraph 11.a);
- 10% after fixing of all the defects identified during the site final inspection and the signing of the "Project completion without defect statement" by the contractor and the contracting authority.

All invoices should be first sent to the contracting authority support for validation and then sent to charlotte.pendry@electriciens-sans-frontieres.org; veronique.pingard@electriciens-sans-frontieres.org and factures@electriciens-sans-frontieres.org (one original version and 2 copies) and should present all the following information :

- Electriciens sans frontieres purchase order number;
- Date of the invoice issuance;
- Name and address of the recipient: Electriciens sans frontières, 5 Rue Jean Nicot 93691 PANTIN Cedex;
- Description of the scope of work/payment milestone related with this invoice;
- The price amount before any taxes;
- TVA amount (20%);
- Total price;
- Payment requirement date;

- Bank account information:
- IFU number.

All payments will be done through international transfer directly to the contractor bank account. Potential subcontractors will be paid by the contractor and not by the contracting authority.

At the request of our funders, the contractor shall provide necessary information for screening purposes (“*criblage*”), including the name of legal entity and individuals (at least the name of the entity's legal representative and the name of the entity's manager if different) as part of its response to the Request for Proposal (RFP for the company and all potential subcontractors).

c. Warranty

The contractor provides a warranty for the whole system of every project installed for a minimum of 1 year after the signing date of the “completion without defect statement”.

The inverters and batteries should have a manufacturer warranty of 5 years after commissioning.

The modules should have a manufacturer warranty of 20 years after commissioning.

d. Schedule

The contractor will have to present with his offer a schedule for all the scope of work, within the project timeframe, before the 30st of April 2024.

Any milestones required by the contracting authority are described in the technical bill of specification for the lot.

e. Subcontractors

If the contractor needs subcontractors to perform part of the work, then the contractor has to inform Didier Issen, Project Manager (issen.esf@gmail.com) ; Charlotte Pendry, Project officer (charlotte.pendry@electriciens-sans-frontieres.org) ; and the Project Coordinator, Veronique Pingard (veronique.pingard@electriciens-sans-frontieres.org) beforehand (with name of the subcontractors, scope of work they will be performing, contact information of one representative).

9. Technical specification

a. Technical bill of specification

All the technical specifications of the project will be detailed in the technical bill of specification attached to this request for proposals.

b. Standards

The contractor must always and under any circumstance assure the safety of all the people involved in the project and of the surroundings installations already in place. The contractor should follow all the standards and safety rules (not limited to electrical standards, photovoltaic standards, construction safety

standards,...) applicable in the country of the project. The contractor should be especially careful with all the dangers resulting from working on a rooftop.

A screening process (“*criblage*”) will be carried out on the responsible parties of the contractor and potential subcontractor to ensure compliance with international regulations on financial sanctions, according to donor procedures.

Moreover, the contractor must respect all international and country specific laws and regulations regarding money laundering, terrorism financing, environment protection, working conditions in general and especially about children labor prevention.

10. Project completion requirements

a. Project completion

At the end of the construction the contractor hands over the whole system to the contracting authority through the signature of a project completion statement (see project completion statement document). This document can potentially describe defects or non-conformity which will need to be fixed by the contractor at the latest two weeks after the signature date of the project completion statement except if the contracting authority agreed on a different deadline in the project completion statement. Any defect or non-conformity that could present a safety risk or that could lead to a damage to any equipment will be considered as a major defect, need to be addressed as soon as possible by the contractor and would lead to postponing the signing of the project completion statement.

Once the project completion is determined, the contractor can't intervene on the system without an explicit authorization from the contracting authority.

b. Project completion without defect

The project completion without defect can be declared only after the end of the construction of the system as described in all the studies and drawings provided by the contractor, the fixing of all the defects and non-conformities described in the project completion statement and after a test period of 10 days during which the system has operated normally and produced energy as expected (the contractor will have to provide monitoring data showing the electric generation from the PV field, the batteries and the back-up generator).

This test period should include at least 2 grid blackouts (simulated or real) and at least one of these blackouts should be longer than the expected time of backup power available in the battery in order to check that the generator starts correctly. The contractor will be required to provide video footage and a detailed description of the operation of the system during this outage and when grid power returns (including PV module, battery, generator and grid production data).

If possible, a representative of the contracting authority support or the contracting authority should be on site during this test.

c. As built documents

At the end of the construction the contractor will need to send to the contracting authority all the technical documents needed for the operation and maintenance of the system and at the very least :

- Single line diagram of the system;
- Complete electrical (3 phase) diagram of the installation with potential relay/breaker settings;
- Control panel of the installation settings;
- Inverter serial number and settings;
- Layout drawings;
- Module cabling drawing;
- Inverters cabling drawing;
- Test reports (before commissioning : voltage and polarity of all the strings before energization, string insulation with ground testing, main raceway DC cables insulation tests, AC cable insulation tests. After commissioning : DC current and voltage for each string, AC voltage and current output of each inverter);
- All the spec sheets, user manuals, maintenance and operation manuals for all the equipment/material installed in English and Ukrainian.

The project completion statement can't be signed before the reception of all these documents.

11. Maintenance and operation training (Optional)

A level 2 maintenance contract corresponding to the less complex interventions with simple procedures to follow and the non-requirement of the global dismantling of the equipment concerned if changes of parts need to be made, can be offered to the contracting authority or owner of the installation (optional).

The contractor can propose a price in order to train one technician for the maintenance and operation of the system at the end of the project. This offer should be detailed (number of training hours, content of the training...).

12. Law authority and jurisdiction

The contract will be ruled by French law. Any potential disputes would be resolved in accordance with French laws and regulations. Therefore, French courts would have exclusive jurisdiction. In the event of a dispute, both parties involved should first try to find an out-of-court settlement.

For all disputes resulting from this contract, jurisdiction is expressly granted to the competent courts of Paris.

Date, name, title and signature of the person responsible for the contractor: