



**UNHCR**

United Nations High Commissioner for Refugees  
Haut Commissariat des Nations Unies pour les réfugiés

**Annex A: Terms of Reference  
for the provision of a Renewable Energy System  
for a UNHCR Deep Field Compound in Kenya**

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# 1 Introduction, Purpose & Objectives

## 1.1 Key Objectives

Key objectives in this procurement are to:

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

## 1.2 Target location

UNHCR is currently targeting implementation of an Engineering, Procurement, and Construction ("EPC") and related Operations and Maintenance ("O&M") contract for the **Dadaab compound** in Garissa County, **Kenya**, located at the following GPS coordinates (WGS 84): 0.047778N, 40.310556E

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

## 1.3 Responsibility Matrix

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

	UNHCR	Supplier
Land Provision and access	X	
Permits, Licensing and regulatory approvals	X	X
System Design		X
Full Engineering, procurement, and construction scope including design and site preparation		X
Operations and maintenance (O&M) for the Renewable Energy System		X
Operations and maintenance (O&M) for the Generators	X	X
Decommissioning at end of term/termination	X	

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

## 2 RFP Administration

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### 2.1 Structure of the Terms of Reference

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

**B. Site Specific Information and Requirements**

- I. Site Information Memo
- II. Technical Specifications

**C. Technical Returnable**

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

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

**D. Site Visit Protocol**

The bidders are required to sign and return the protocol in order to participate in the site visit.

**E. UNHCR Vendor Registration Form**

**F. Requirements**

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

**G. General Conditions of Contract**

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

**H. UN Supplier Code of Conduct**

**I. Financial Returnable**

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

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## ***2.2 RFP Response Structure***

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

## 3 Requirements

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### 3.1 Scope

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

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

of the required energy infrastructure using an EPC and O&M model for the Dadaab Sub-office in Kenya.

Details pertaining to the site specifics can be found in **Annex B: Site specific information and Requirements**, however, bidders that are interested in submitting a proposal are invited to attend a mandatory site visit; see 3.4.1.2 below and the 'Mandatory Site Visit' section in the RFP Cover Letter.

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### 3.2 Other associated requirements and services

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

- Transportation - DAP to UNHCR Dadaab Sub-office in Kenya (international or local)
- Insurance
- Project management
- Site preparation - Structural designs

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### 3.3 UNHCR Responsibilities

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#### 3.3.1 Bid Stage

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

#### 3.3.2 Post award Stage (Project Development)

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

#### 3.3.3 Installation Stage

- Site access in line with the terms of the Contracts
- Specified laydown as temporary storage areas if available.

### 3.3.4 Operations Stage

- Site access in line with the terms of the Contracts

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## 3.4 *Supplier Responsibilities*

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### 3.4.1 Bid stage

#### 3.4.1.1 Acknowledgement of receipt of bid

#### 3.4.1.2 Assessment of the existing site conditions

Please refer to the ‘Mandatory Site Visit’ section in the RFP Cover Letter for details pertaining to the **mandatory site visit** to complement and facilitate the drafting of a valuable technical proposal.

During the site visit it is expected that the bidders conduct an assessment of the existing conditions at the Dadaab Sub-Office Compound at which the system is to be located; this is to include but not be limited to the following:

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

### 3.4.2 Selection Stage

- Letter of Award

### 3.4.3 Post-award Stage (Project Development)

#### 3.4.3.1 Finalisation of the Contracts

#### 3.4.3.2 Project Permitting and Authorisations

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

To expedite timelines and to ensure environmental compliance, an Environmental and Social Impact Assessment (ESIA) has already been done and can be transferred to the appointed bidder.

### 3.4.4 Design Stage

- The contractor shall visit the Dadaab Sub-Office Compound and check on the actual structures, reviewing the concrete footings, columns/beams and the roof and/ or

carport material (if applicable) in order to design and install the roof and/ or carport mounting PV supporting structures securely along with the supports beneath.

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

### **3.4.5 Installation Stage**

- The bidder is to take full end to end responsibility during the construction. Including but not limited to:
  - Procurement
  - Testing
  - Shipping
  - Delivery, unloading and storage
  - Site preparation
  - Security
  - Installation
  - Commissioning
  - Training

### **3.4.6 Operations Stage**

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

### **3.4.7 General**

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

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

- a) exclude the Bidder from participation in the procurement proceedings concerned or reject a proposal for award;
- b) declare the Bidder ineligible, either indefinitely or for a stated period, from participation in procurement proceedings under UNHCR funds;
- c) have the right to require that a provision be included in bidding documents, requiring bidders, suppliers, and contractors to permit the relevant authorities to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors; and



- d) if it, at any time, determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract under UNHCR funds.

3.4.7.2 Should any corrupt or fraudulent, collusive or coercive practice of any kind referred to come to the knowledge of UNHCR, it shall, in the first place, allow the Bidder to provide an explanation and shall take actions as stated in clause 3.4.7.1 only when a satisfactory explanation is not received. Such exclusion and the reasons for it, shall be recorded in the record of the procurement proceedings and promptly communicated to the Bidder concerned. Any communications between the Bidder and UNHCR related to matters of alleged fraud or corruption shall be in writing.

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

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

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

## 4 Contract Documents

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

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

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

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### 4.1 Regulatory Conditions

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

#### a. EPC Contract

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

- Engineering

Once the project is awarded, the Company/Engineers shall proceed with the final design followed by calculation notes.

- Procurement

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

- Construction.

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

#### b. Operations and Maintenance (O&M)

The O&M agreement must consider the disposal of the batteries at their expiration. Disposal of batteries must be carried out strictly in line with the environmental standards imposed by the Ministry of Environment, Climate Change and Forestry, or any other applicable Ministry in Kenya.

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### 4.2 Key commercial terms

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

- **Bill of Quantities** - the document in which the Contractor indicates the Works, on the basis of the foreseen quantities of items of work and the fixed unit - applicable to them.
- **Currency** - payments are to be made in US dollars
- **Lead company** - a company which is member of a consortium which was duly authorised by other consortium members to legally represent and act on behalf of these. The lead company will notify its relationship to a parent company (if any).
- **Term** - UNHCR expects commissioning to be no later than eight (8) months from the date of purchase order(s), however, if Bidders deem this timeline to be insufficient

to reach commissioning for the project, reasoning please needs to be provided along with the proposed project schedule submitted as part of the Technical Returnable. The related O&M Contract(s) will be for an initial term of **5 years**.

- **Environmental Attributes** - UNHCR will have all ownership and title to environmental attributes associated with the project, including, but not limited to, carbon credits, renewable energy credits, benefits etc.

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### ***4.3 Operations and Maintenance (O&M) Service Term***

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

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### ***4.4 Privileges and Immunities***

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

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### ***4.5 Arbitration***

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

## 5 Content of the RFP Response

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

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### 5.1 Mandatory Requirements (Technical Offer)

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#### 5.1.1 Dully completed

- Annex C, I, and
- Annex C, II

(Annex I “Financial Proposal” must **NOT** be included in the technical offer; **Annex I MUST** be submitted in a separate folder).

Proof that the Bidder is registered to legally operate in Kenya and holds the permits and licenses required to undertake the scope of works.

#### 5.1.2 Company or Consortium profile including (if any):

- Brief history of the Company or Consortium members;
- Structure of ownership/ shareholding and details of Company or Consortium;
- Company or Consortium responsibility diagram; and
- Letter of Association (if bidding as a Consortium) or the letter of intent to form a consortium

#### 5.1.3 Proof that the Company or the Consortium has

- completed** at least 3 projects integrating solar PV, battery storage and generator;
- completed** a project with at least minimum 500 kWh of storage; and
- installed** an accumulative capacity of at least 1 MW solar PV project(s).

Examples of acceptable supporting documents include letters of award and completion documents including a Certificate of Compliance. Due diligence may be carried out to confirm proof of completion. Projects for which appropriate supporting documents are not provided will not be taken into consideration to determine the company/consortium’s evaluation score.

#### 5.1.4 Financial statements of the Company or Consortium for the last two (2) years prior to the closing date of this request for proposal showing a minimum cumulative turnover of US\$ 300,000.

#### 5.1.5 Vendor Registration: All UNHCR tenders are managed through the Supplier Portal system of UNHCR Cloud ERP. If you don't have a registered profile with the UNHCR Cloud ERP, please follow the link for [Supplier Registration](#). If you already have a supplier profile, please log in to the [Supplier Portal](#) then search for the negotiation using the reference number of the RFP, complete the Form (Annex E) and complete the registration with additional information.

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## **5.2 Technical Offer**

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

### **5.2.1 Proposed System and Services**

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

1. Summary of each proposed facility's details in sheet T1 in **Annex C, I. Technical Returnable Summary**
2. Description of the proposed system in a Technical Design Report that shows how the system has been sized and the expected performance and energy balances, including the Key Design Parameters Compliance Statement, a template of which is provided in **Annex C, II. Technical Design Report Template**.
3. The report of the PV module shading and losses from the software used to analyse the losses (e.g., PVSyst, in-house software, etc.)
4. Drawings as listed in sheet T4 in **Annex C, I. Technical Returnable Summary**
5. Data sheets of the PV modules, mounting structure, system inverter or power conditioner, energy storage system, cabling, metering and monitoring concept
6. Detailed project schedule with risk analysis of the critical path and indicating a commissioning date no later than eight (8) months from date of purchase order, a template of which is provided in sheet T6 in **Annex C, I. Technical Returnable Summary**. If Bidders deem eight (8) months from award to be insufficient to reach commissioning for the project, reasoning please needs to be provided along with the proposed project schedule submitted as part of the Technical Returnable.
7. Description of the Project Management, Design Concept, EPC Concept, O&M Concept, and proposed subcontractors if relevant
8. Technical Compliance sheet T8 in **Annex C, I. Technical Returnable Summary**
9. Bill of Quantities ("BOQ") sheet T9 in **Annex C, I. Technical Returnable Summary**

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

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

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## **5.3 Sub-Contracting**

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

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## **5.4 Financial Offer**

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The Financial Component is to be submitted as per the Financial Offer Form (Annex I). Bids that have a different price structure may not be accepted.

Your **separate Financial Component** must contain an overall proposal in a single currency, in US Dollars.

The Financial Component must cover all the services to be provided (price “all inclusive”).

UNHCR is exempt from all direct taxes and customs duties, thus, price must be given without VAT. VAT, if applicable, will be paid to the company by UNHCR which it claims for refund with the Government later.

## 6 Key Performance Indicators

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### ***6.1 Post award period***

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

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

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### ***6.2 Installation and Commissioning Period***

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The Supplier is obligated to meet the timelines as stipulated in their project schedule submitted as part of their Technical Offer. UNHCR expects commissioning date to be no later than eight (8) months from date of purchase order, however, if Bidders deem this timeline to be insufficient to reach commissioning for the project, reasoning please needs to be provided along with the proposed project schedule submitted as part of the Technical Returnable. Failure to meet the long stop Commercial Operations Date per site will result in penalties.

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

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### ***6.3 Operational Performance***

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UNHCR expects to monitor the performance of the selected supplier.

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

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