



REQUEST FOR PROPOSAL

Selection of Owner's Engineer for Lilondi Hydropower Project

Tender Title	Selection of Owner's Engineer for the EPC of Lilondi Hydropower Project
Tender Number	2019/S 146-359776
Procurement Method	Open
Date of Issue	29 th July 2019
Submission Deadline	28 th August 2019 at 17:00 EAT

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Contents of Bidding Documents

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the Bid.

Summary of Bidding Documents

The Bidding Document comprises three parts, which include all the Sections indicated below:

PART 1. Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (“BDS”)
- Section III. Evaluation and Qualification Criteria
- Section IV. Qualification of the Consultant
- Section V. Technical Proposal
- Section VI. Financial Proposal

PART 2. Services’ Requirements

- Section VII. Scope of Services

PART 3. Conditions of Contract and Contract Forms

- Section VIII. General and Particular Conditions

PART 1. BIDDING PROCEDURES

Section I. General Instructions

Scope of the Bid

In connection with the request for proposals, the Procuring Entity, as indicated in the BDS, shall issue the Bidding Documents for the procurement of Services as specified in “Section VII- Scope of Works”. This RFP has been prepared for the selection of a Consultant for value of consultancy services under International Competitive Bidding (“ICB”) procedure.

Before preparing the Proposal, the user must be familiar with the procedures for appointment of Consultants in accordance with the legal requirements.

The selected Bidder will be responsible for executing the Services at the completion date specified in the tender documents.

The Contract will be based on the FIDIC Client/Consultant Model Services Agreement 5th Edition (2017, White Book).

Definitions

- a. “Bid” means the submission of a Proposal in response to the RFP that comprises of the Bidding Documents.
- b. “Bidding Document” means the RFP document and all annexes, addenda attached or that will be attached to the RFP as outlined in under “Summary of Bidding Documents” of this RFP.
- c. “Client”/ “Procuring Entity” means the company with which the selected Consultant signs the Contract.
- d. “Consultant”/ “Bidder” means any entity or person that may provide or provides the Services to the Client under the Contract.
- e. “Contract” means the agreement between the Procuring Entity and the successful Bidder.
- f. “Country” means the host country where the Project is realized.
- g. “Day” means calendar day.
- h. “EPC” means the Engineering, Procurement and Construction of the hydropower plant.
- i. “FIDIC” means Federation Internationale Des Ingenieurs-Conseils an international standards organization for the consulting engineering and construction known for contract templates.
- j. “Government” means the Government of the Country.
- k. “Instructions to Bidders” means the document which provides shortlisted Consultants with all information needed to prepare their Proposals as outlined under “Section I – General Requirements” of this RFP.
- l. “Joint Venture”/ “JV” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- m. “Personnel” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the country.
- n. “Project” means the Lilondi Hydropower Project, a small hydropower project (<10MW) located in the Country
- o. “Proposal” means the Technical Proposal and the Financial Proposal as outlined under “Section I- General Requirements” of this RFP.
- p. “RFP” means this Request for Proposal prepared by the Client for the selection of a Consultant for

the EPC of the Project.

- q. “Services” means the work to be performed by the Consultant pursuant to the Contract.
- r. “Terms of Reference”/ “TOR” means the document made reference to under “Section VII- Scope of Works” of this RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- s. “USD” means United States Dollars

General Information

The Procuring Entity named in the BDS will select a Consultant, in accordance with the method of selection specified in this RFP.

Interested Consultants are invited to submit a Proposal, as specified in this RFP for Services required for the assignment named in the BDS. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

The assignment shall be implemented in accordance with the phasing indicated in the BDS. When the assignment includes several phases, the performance of the Consultant under each phase must be to the Procuring Entity’s satisfaction before work begins on the next phase.

The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals.

The Procuring Entity will provide the inputs specified in the BDS and assist (if need be) the Consultant in obtaining licenses and permits needed to carry out the services and make available relevant assignment data and reports.

Please note that

- i. the costs incurred by the Consultant for preparing the Proposal and for negotiating the Contract, are not reimbursable as a direct cost of the assignment; and that
- ii. the Procuring Entity is not under any circumstances bound to select any entity for the Assignment, or for any future assignment or services.

The Contract shall be funded in whole or in part by Infraco Africa Limited (“Infraco”), a member of the Private Infrastructure Development Group (“PIDG”). The Procuring Entity will select a suitable Bidder to perform the assignment for the Project. Bidders are required to abide by the applicable PIDG Operating Policies and Procedures found at:

https://www.pidg.org/resources/?filter_cat=operating-policies-and-procedures

The Procuring Entity requires compliance with the IFC Performance Standards and World Bank EHS Guidelines for all health and safety, environmental and social for all aspects of the project.

The Procuring Entity requires compliance with PIDG’s policy in regard to corrupt and fraudulent practices as set forth in the PIDG Anti-Corruption and Integrity Policy and Procedures found at https://www.pidg.org/resources/?filter_cat=operating-policies-and-procedures

The Consultant is required to provide professional, objective, and impartial advice and always hold the Procuring Entity’s interests’ paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would conflict with their prior or current obligations to the Procuring Entity, or that may place them in a position of not being able to carry out the assignment in the best interest of the Procuring Entity.

Without limitation on the generality of this rule Consultants shall not be hired under the circumstances set forth below:

- a. A Consultant which has been engaged by the Procuring Entity to provide goods for a project/assignment, and any of their affiliates, shall be disqualified from providing Services for the same project/assignment.

- b. Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may conflict with another assignment of the Consultants.

Any previous or on-going participation in relation to the assignment by the Consultant, its professional staff, or its affiliates or associates under a Contract with the Procuring Entity will not result in rejection of the Proposal.

The Country procurement regulations require that all procuring entities, as well as Consultants participating procurement adhere to the highest ethical standards, both during the selection process and throughout the execution of a Contract. In pursuance of this policy, the procurement regulations:

- a) Define, for the purposes of this provision, the terms set forth below as follows:
 - i. **“corrupt practice”** means the offering, giving, receiving money or anything of value to make an official partial in the tender award or Contract execution process;
 - ii. **“fraudulent practice”** refer to any act of lying, providing misinformation, including collusive practices among Bidders aiming at influencing the Procuring Entity to making wrong decisions or to giving room for poor execution of the Contract;
 - iii. **“collusive practices”** means a scheme or arrangement between two or more Consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - iv. **“coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a Contract.
- b) require rejection of a Proposal for award if it is determined that the Consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the Contract in question;
- c) require if necessary, termination of the Contract if it is at any time determined that corrupt or fraudulent practices were engaged in directly or indirectly by (i) any representatives of the Procuring Entity or any other person having influence or power over the Procuring Entity and/or (ii) any representatives of the Consultant during the selection process or the execution of that Contract;
- d) require ineligibility of a Consultant, either indefinitely or for a stated period of time, to be awarded a Contract with the Procuring Entity if it is at any time determined that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract.

Consultants shall furnish information as described in the Financial Proposal submission form on commissions and gratuities, if any, paid or to be paid to agents relating to this Proposal, and to execute the work if the Consultant is awarded the Contract.

Single Proposal

The Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, such Proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one Proposal.

Proposal Validity

The BDS indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall certify that they maintain the availability of the Proposal, or in their confirmation of extension of validity of the Proposal. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. Consultants shall be aware of the provisions on fraud and corruption stated under the laws and regulations of the Country.

Eligible Bidders

Eligible Bidders for public procurement are those who deal in commercial activities and registered as businesses or those holding professional licenses. The Bidders shall have an official office and workspace

that is according with international standards of works.

The Bidders shall be accredited with ISO 9001.

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:

- i. They have at least one controlling partner in common; or
- ii. They have the same legal representative for purposes of this Bid; or
- iii. 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 the Procuring Entity regarding this Bidding process; or
- iv. A Bidder participates in more than one Bid in this Bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same sub-Consultant or individual experts in more than one Bid.

A Bidder that has been determined to be ineligible by any other Procuring Entity for any reasons related to corruption shall not be eligible to be awarded a Contract.

A Bidder shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

Clarification and Amendment of RFP Documents

The Consultants may request clarifications related to any of the RFP documents within the deadline indicated in the BDS before the Bid Submission date.

Any request for clarification must be sent in writing by electronic mail to the Procuring Entity addresses indicated in the BDS, in the timeline specified in the BDS. The Procuring Entity will respond by electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all interested Consultants who intend to submit Proposals.

At the specific time indicated in BDS, before the submission of Proposals, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by an interested Consultant, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by electronic mail to all interested Consultants and will be binding on them. The Procuring Entity may at its own discretion extend the deadline for the submission of Proposals.

Preparation of Proposal

Consultants are requested to submit a Bid in the language specified in the BDS.

Technical Proposal

In preparing the Technical Proposal, Consultants are expected to examine the documents constituting this RFP in detail.

The Technical Proposal will be constituted by the eligibility report drafted according to the forms under "Section IV- Qualification Forms" of this RFP, and by the Technical Proposal Report which shall contain all chapters indicated in "Section V- Bid Submission and Technical Proposal" of this RFP.

While preparing the Technical Proposal, Consultants must give attention to the following:

- i. If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with Consultants or entities in a joint venture or sub-contracting, as appropriate. Consultants may associate with the other Consultants for this assignment.
- ii. It is desirable that most of the **key professional staff** proposed be permanent employees of the Consultant or have an extended and stable working relationship with it.
- iii. Proposed professional staff must, at a minimum, have the experience indicated in "Section III- Evaluation and Qualification Criteria" of this RFP, preferably working under conditions similar to those prevailing in the Country.

- iv. Reports to be issued by the Consultants during the performance of the Services must be in the language specified in the BDS.

Financial Proposal

In preparing the Financial Proposal, Consultants are expected to consider the requirements and conditions outlined in the RFP documents. The Financial Proposal shall adhere to the forms under “Section VI- Financial Proposal Forms” of this RFP.

The Consultant may be subject to local taxes, including but not limited to: value added or sales tax; withholding tax; social charges; or income taxes on non-resident Foreign Personnel, duties, fees and/or levies on amounts payable by the Procuring Entity under the Contract. The Consultant shall clearly indicate all tax inclusive and tax exclusive prices.

Consultants should quote their fee for provision of the Services in the currency indicated in “Section VI- Financial Proposal Forms” of this RFP.

The BDS indicates how long the Proposals must remain valid after the submission date. During this period, the Consultant is expected to keep available the professional staff proposed for the assignment. The Procuring Entity will make its best effort to complete negotiations within this period. If the Procuring Entity wishes to extend the validity period of the Proposals, the Consultants who do not agree have the right not to extend the validity of their Proposals.

The Consultant’s Financial Proposal should contain the Services and prices as per “Section VI- Financial Proposal Forms” of this RFP and other on-going similar projects.

Submission of Proposals

The Proposal shall be sent by email only, to the addresses indicated in the BDS.

Submission by email shall be done from the Consultant’s official email address and should “cc” the Joint Venture Agreement participants.

In the time of Contract’s negotiation, the Consultant shall come with the signed original of the submitted documents.

Proposals Evaluation

General

From the time of evaluation to the time the Contract is awarded, if any Consultant wishes to contact the Procuring Entity on any matter (other than clarification of Bidding Documents) related to its Proposal, it should do so in writing via email to the address indicated in the BDS. Any effort by the Consultant to influence the Procuring Entity’s Proposal evaluation, Proposal comparison or Contract award decisions shall result in the rejection and/or disqualification of the Consultant’s Proposal.

Evaluation of Technical Proposals

The evaluation committee appointed by the Procuring Entity (collectively and by each individual member) shall evaluate the Proposals. The Proposals shall be evaluated using a point-based method under each criteria and sub criteria specified under “Section III- Evaluation and Qualification Criteria” of this RFP. The Proposals shall be assessed with consideration to:

- a. The Proposals’ work plan, methodology and time-schedule in response to the TORs;
- b. The quality-based criteria (the Consultant and sub-Consultants’ experience relative to the Services required under this RFP); and
- c. Qualifications of the Consultant and sub-Consultants’ key staff.

A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score.

Evaluation of Financial Proposals

After the evaluation of technical quality is completed, the Procuring Entity shall notify the Consultants whose Proposals did not meet the minimum qualifying mark of eighty (80) and/or were considered non-

responsive to the RFP and/or Terms of Reference that their Financial Proposal shall not be considered and of their rejection from the current Bid. The notification will be sent via electronic mail and/or hand-delivered with a requirement to acknowledge receipt thereof.

The Financial Proposals shall be opened after evaluation of the Technical Proposal. The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have quoted for all items of the corresponding Technical Proposals; if not, the Procuring Entity will cost them and add their cost to the initial price) and correct any computational errors.

Ranking (QCBS)

The lowest price offered in the Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in “Section III- Evaluation and Qualification Criteria” of this RFP. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in “Section III- Evaluation and Qualification Criteria” of this RFP:

$$S = St \times T + Sf \times P$$

The Consultant achieving the highest combined technical and financial score will be first invited for negotiations with the Procuring Entity.

If negotiations fail, the Procuring Entity will reject the Bidder and will invite the next highest ranked Bidder for negotiation and so on and so forth for successive Bidders.

Due Diligence

The Procuring Entity reserves the right to conduct a due diligence exercise on any of the Consultants. Should the Procuring Entity find any information that would, on reasonable fair and just grounds, render the Consultant ineligible to participate in the Bid, the Procuring Entity may by written notice reject the respective Consultants' Proposal.

Negotiations

The Procuring Entity and the selected Bidder shall endeavour to reach an amicable and reasonable agreement on all matters of concerning the Contract. Negotiations will be held at the physical address indicated in the BDS.

Before contract negotiations, the Consultant shall provide written assurances that their quoted prices will not be altered except via negotiations with the Procuring Entity; and the Consultant's proposed key staff declare via written notice to the Procuring Entity their willingness and availability to render their skills, expertise and knowledge for purposes of achieving the Services. The Procuring Entity will not consider changes or substitutions thereof during contract negotiations.

If the Procuring Entity establishes that the Consultant's proposed key staff did not officially confirm their availability; the Consultant may be disqualified based on the Procuring Entity's discretion.

The parties shall negotiate terms of the Technical and Financial Proposals, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the Terms of Reference.

The Procuring Entity and the Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed negotiated terms shall be incorporated in and form part of the Contract. Special attention will be paid to getting the most the Consultant can offer within the Procuring Entity's budget and to clearly define inputs required from the Procuring Entity to ensure satisfactory implementation of the Services.

The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Procuring Entity and the Consultant will initial and execute the agreed Contract.

Award of Contract

The Contract will be awarded following successful negotiations. After negotiations are completed, the Procuring Entity will promptly notify other Bidders that responded to the RFP of their unsuccessful Bids.

The successful Consultant is expected to commence the assignment within seven (7) days from the date of

execution of the Contract at the project site as per the terms of the Contract.

Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the Contract.

Clarification of Bidding Documents

A Bidder may lodge a request for clarifications via email to the Procuring Entity to the address provided in the BDS. The Bidder may make clarifications on the Bidding document or raise their enquiries during the Pre-Bid meeting. The Procuring Entity shall respond to any request for clarification within seven (7) days from receipt. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than seven (7) days prior to the deadline for submission of Bids.

The Procuring Entity shall communicate and forward, without disclosing the source of the request for clarification, the copies of the clarifications and the responses that were given in response to the request by the Procuring Entity to all Bidders. The Bidders shall be notified of any changes, resulting from the clarifications, to the key elements of the Bidding Documents.

Amendment of Bidding Documents

At any time prior to the deadline for the submission of Bids, the Procuring Entity may amend the Bidding Documents by issuing addenda. Such amendment shall be made on the initiative of the Procuring Entity or in response to the Bidder's concerns.

Any addendum issued shall be part of the Bidding Documents and the Procuring Entity shall promptly provide a copy of the addendum to every Bidder whom a Bidding document was supplied and make it public through the communication channel used for the initial tender notice.

To give prospective Bidders reasonable time in which to take an addendum into account in amending their Bids, the Procuring Entity shall extend the deadline for the submission of Bids.

Preparation of Bids

Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

List of documents to be provided by the Bidder

The Consultant's Proposal shall comprise the following documents but not limited to:

The list of the documents to be provided in PDF format, each as a separate document:

- 1) Letter of Bid Submission (as per "Section V- Bid Submission and Technical Proposal");
- 2) Eligibility report (as per "Section IV- Qualification Form");
- 3) Technical Proposal Report (as per "Section V- Bid Submission and Technical Proposal");
- 4) Financial Proposal (as per "Section VI- Financial Proposal Forms" and related forms);
- 5) Any other document required in the BDS.

In addition to the requirements, Bids submitted through a JV shall include a copy of the Joint Venture Agreement entered by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

Bid Prices

The prices quoted by the Bidder in the Letter of Bid Submission (as per "Section V- Bid Submission and Technical Proposal" of this RFP) and in the Services' Budget shall conform to the requirements specified below.

The Bidder shall fill in rates and prices for all items of the Services described in “Section VI- Financial Proposal Forms” of this RFP -. Items against which no price is entered by the Bidder will not be paid for by the Procuring Entity and shall be deemed included in the total cost in the Budget.

The price to be quoted in the Letter of Bid Submission, shall be the total price of the Bid, excluding any discounts offered.

All duties, taxes, and other levies payable by the Consultant under the Contract, or for any other cause, shall be included in the rates and prices of the total Bid price submitted by the Bidder.

Currencies of Bid and Payment

The currency of the Bid and the currency of payments shall be United States Dollars.

Documents composing the Technical Proposal

The Bidder shall furnish a Technical Proposal Report as specified in as per “Section V- Bid Submission and Technical Proposal”.

Documents Establishing the Qualifications of the Bidder

In accordance with “Section III- Evaluation and Qualification Criteria” and “Section IV- Qualification Forms” of this RFP, to establish that the Bidder continues to meet the criteria used, the Bidder shall furnish the Procuring Entity with the requisite information in the corresponding forms.

Format and Signing of Bid

The Bidder shall prepare one (1) original set of Bidding Documents. The Bidding Documents must be numerated, stamped and initialized, marked “ORIGINAL”, executed, scanned and submitted by email to the address provided in the BDS.

The Bidding Documents shall be attached and form a part of the Contract.

A Bid submitted by a JV shall comply with the following requirements:

- a. be signed by an authorized partner with the intention of legally binding all partners; or
- b. attach of a power or attorney signed by those legally authorized to sign on behalf of the JV.

Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initiated by the authorized person signing the Bid.

Section II. Bid Data Sheet

General Tender Details

The Procuring Entity is: **Lilondi Hydropower Limited.**

The name of the Bid is: **Tender for: Owner's Engineer for Lilondi Hydro Power Project.**

The identification number of Tender is 2019-106689

Negotiations between the selected Bidder and the Procuring Entity shall take place virtually.

Language of Bid and Reports

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the English language.

All Reports submitted by the Consultant to the Procuring Entity in relation to the Project shall be in the English language.

Clarifications

For **clarification purposes** only, the Bidder shall address their clarification questions to:

Lilondi Hydropower Limited

Attention: Mr. Steve Wasira, Country Manager

E-mail: tenders@virungapower.com

Clarifications questions shall only be submitted from the date of this RFP and seven (7) days prior the deadline for Bid Submission.

Preparation of Bids

The currency of the Bid and the payment of the Bidder's quoted price shall be in United States Dollars ("USD").

The validity period of the Bid, following the Bid deadline submission, shall be thirty days (30) days. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive Bid.

The Bidder shall not be required to submit Bid security.

Submission of Bids

Submission of Bids shall be addressed to:

Name: Mr. Steve Wasira

Title: Country Manager

E-mail: steve.wasira@virungapower.com

cc. tenders@virungapower.com

The deadline for Bid Submission is:

Date: 28th August 2019 at 17:00 EAT.

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Procuring Entity shall use to evaluate Bids and qualify Bidders. The Bidder shall provide all the information requested in the forms included in “Section IV- Qualification of the Consultant” of this RFP.

Eligibility

Criteria: NO CONFLICT OF INTEREST. If the Bidder is a JV every single member must meet the criteria.

Minimum experience in Small Hydropower sector: at least five (5) plants with capacity less than 10MW shall have been supervised within the last eight (8) years.

Evaluation

Clause Reference	
1.14	Eligibility. The evaluation committee will check the following documents:
	Letter of Bid Submission Bidder’s Information Sheet If any document is missing the Bidder will be disqualified.
1.15	Technical evaluation The number of points to be given under each of the evaluation criteria are calculated as follows:
	(i) Specific experience of the Consultant and sub-Consultants related to the assignment [40]
	Experience in Small Hydropower (<10MW) in the project area (East Africa)
	Consulting Services Executed in Small Hydropower (<10MW) Sector
	Certification of ISO 9001
	(ii) Adequacy of the proposed work plan and methodology [20]
	Proposed Services are according with or better of the requirements of the TOR
	Time schedule of assignments is presented in the Bid documents
	(iii) Qualifications and competence of the key staff for the assignment [20]
	Specific experience in Small Hydropower (<10MW)
	Qualification
	(iv) HSE Inspections [20]
	Experience of Consultant and Sub- consultant in HSES for small hydropower projects
	Relevant certification for conducting HSE training, risk assessments and audits.
	Total Points: 100
	The minimum technical score required to pass the technical selection is: 80
1.16	Financial evaluation
	The points to be given under each of the evaluation criteria are calculated as follows:
	(i) Services’ Budget and adequacy of the payment Schedule [100]
	Total Points: 100
1.17	The formula for determining the financial scores is the following: $S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the Proposal under consideration
1.18	The weights given to the technical and Financial Proposals are:
	Technical =0.7; Financial =0.3

Consultant's Team

The Bidder must demonstrate the availability of personnel for the key positions meeting the minimum following requirements.

No.	Position	Minimum Required Experience, Qualifications, Role
1	Team Leader	<p>Years of Experience in Project Management: 20 Years of experience in hydropower:5 Qualification: University Degree or equivalent. Responsible for negotiating the Consulting Contract with the Client and management of the Consulting Team, including cost, quality and timing of all deliverables.</p>
2	Resident Engineer (Civil Engineer)	<p>Years of Experience in work supervision: 15. Years of Experience in on-site supervision of small hydropower: 2. Qualification: University Degree in Civil Engineering or registered civil engineer. He shall demonstrate experience in supervision of works. The Resident Engineer shall act as the deputy Team Leader and shall review the Contractor's design, monitor and report quality of works</p>
3	Geotechnical Engineer	<p>Years of Experience: 8. The Contract Specialist shall assist in negotiating contract terms, preparing contracts, evaluating bids and handle breach of contracts.</p>
4	Hydrologist	<p>Years of Experience in Hydraulic engineering: 10. A senior hydrologist will assist the Resident Engineer on hydraulic and hydrological matters. A university degree in Civil Hydraulic or Water Engineering is required.</p>
5	Contract Specialist	<p>Years of Experience in Contract Management: 10. A senior engineer will assist in all matter related to the EPC Contract. A university degree is required. A good record of similar work is required.</p>
5	Mechanical Engineer	<p>Years of Experience in Mechanical Engineering: 10. A senior Mechanical engineer will assist in all matter related to mechanical works. A university degree in Mechanical engineering or professional registration is required. A good record of similar work is required.</p>
6	Electrical engineer	<p>Years of Experience in Electrical engineering: 10. A senior Electrical engineer will assist in all matter related to control systems, electrical lines, powerhouse schemes and panels. A university degree in electrical engineering or professional registration is required. A good record of similar work is required.</p>

7	Quantity Surveyor	<p>Years of Experience in Quantity surveying: 10.</p> <p>A senior Quantity Surveyor will assist the resident engineer in quantifying work progress. A university degree in quantity survey or professional accreditation is required.</p> <p>A good record of similar work is required.</p>
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If the Consultant in his capacity and based on prior experience has identified gap(s) in scope of works to justify the additional experts (which shall be stated in its Proposal), then the Client if deemed necessary, shall consider it in its evaluation criteria assessment. The Consultant shall be required to explicitly provide the scope of the additional experts which shall be checked against the requirements of the Terms of Reference. Backstopping/supporting experts shall be part of the human resource assessment. However, it is expected that they shall be part of the contract (by providing signed declaration statements to confirm their availability for the assignment).

Section IV. Qualification Forms

Bidder's Information Sheet

Bidder's Information	
Bidder's details (legal name, year of constitution, office address)	
In case of JV, details of each other partner	
Bidder's authorized representative (name and contact details)	
Attached are copies of the following original documents: In case of single entity, articles of incorporation or constitution of the legal entity named above. In case of JV, letter of intent to form JV or JV agreement.	

Consultant's Experience

The Consultant shall list only previous similar assignments successfully completed in the last eight (8) years.

Assignment name:		Value of the Contract (US\$ or Euro)
Country: Location within Country		Duration of assignment (months):
Name of Client:		Total No. of staff-months of the assignment:
Address:		Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year):	Completion date (month/year):	No. of professional staff-months provided by your consulting firm/organization or your sub consultants:
Name of associated consultants (if any):		Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Detailed Narrative description of Project:		
Detailed description of actual services provided by your staff within the assignment:		
Firm's Name:		

The Consultants may be asked to provide Certificates of Good Completion

Section V. Bid Submission and Technical Proposal

This section contains requirements for:

- 1) Form of Letter of Bid
- 2) Technical Proposal Report (Methodology and Detailed CVs)

Letter of Bid Submission

[Headed Paper of the Bidder]

Date: _____ Tender No.: _____

To: _____

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Document;
- b. We offer to execute in conformity with the Bidding Document the required Services;
- c. The total price of our Bid is: ***letter and numbers [USD]***;
- d. Our Bid shall be valid for a period of one hundred and twenty [120] 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;
- e. If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- f. We, for any part of the Contract, do not have any conflict of interest;
- g. We are not participating, as a Bidder, in more than one Bid in this Bidding process;
- h. We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.
- i. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or in any other prohibited practices.

Name _____ the capacity of _____ Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Technical Proposal Report (Methodology and Detailed CVs)

The proposed methodology shall be developed according to the following chapters:

- a) Comments on the Terms of Reference;
- b) Comments on the data, services, and facilities to be provided by the Client;
- c) Methodology;
- d) Work Plan;
- e) Team composition and task assignments.

The detailed CVs of the Proposed Staff shall be attached: they shall clearly indicate the specific experience in small hydropower projects. All CVs shall be certified by the proposed staff and confirm their availability to undertake the assignment.

Section VI. Financial Proposal Forms

This section contains;

- 1) Financial Proposal submission form;
- 2) Services' Budget by items: assignments, travels, accommodations; and
- 3) The Consultant's proposed payment schedule and payment conditions (to be included in the Contract if successful).

Financial Proposal Submission Form

[HEADED PAPER OF THE CONSULTANT]

[Location, Date]

To: _____

Ladies/Gentlemen:

We, the undersigned, offer to provide the OE Services of the EPC of Lilondi Hydropower Project in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is [inclusive/exclusive] of the local taxes, which we have estimated at [*Amount(s) in words and figures*].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We understand you are not bound to accept any Proposal you receive.

We remain, Yours sincerely,

Authorized Signature and stamp: Name and Title of Signatory:

Budget and Payment Schedule

The budget offer and payment schedule shall be prepared for the two phases:

- a. Assistance in EPC tender and award;
- b. Supervision of Works

Prices are intended in United States Dollars. The use of the following forms is recommended.

The Consultant shall quote the remuneration of staff input and the other costs like communications, transports, flights, office expenses, reproduction of reports, etc.

The total resulting from the Summary of Costs will be the lump-sum price for the whole assignment, taking in account a 2-month period for Assistance in Tender Award, 20-month period for the Supervision of Works and 12-month defect liability period

Further costs due to periods longer than estimated will be negotiated at the time of services Contract’s signature.

Summary of Costs

Item	Costs	
	Currency	Amount
Subtotal 1) Assistance in EPC Tender Award	USD	
Subtotal 2) Supervision of Works	USD	
Local Taxes	/	0.00
Total Amount of Financial Proposal¹	USD	

(..... United States Dollars)

¹The total cost does not include VAT and shall be paid by the Client in USD.

Breakdown of Price

	Cost component	Amount USD
A	Remuneration	
	1) Assistance in tender Award	
	2) Supervision of Works	
B	Direct Costs	
	1) Assistance in EPC tender Award	
	2) Supervision of Works	

Subtotals

Breakdown of Remuneration

1) Assistance in Tender Award

	Name	Position	Input (*)	Rate USD	Amount USD
1					
2					
3					
4					
5					
6					
7					
Grand Total			0		0
Person-Month Input Equivalent			0.0		

2) Supervision of Works

	Name	Position	Input (*)	Rate USD	Amount USD
1					
2					
3					
4					
5					
6					
7					
Grand Total			0		0
Person-Month Input Equivalent			0.0		

*) Person months, days, or hours as appropriate.

Direct Costs

1) Assistance in Tender Award

N°	Description	Unit	Quantity	Unit Price USD	Total USD
1					

Grand Total

2) Supervision of Works

N°	Description	Unit	Quantity	Unit Price USD	Total USD
1					

Grand Total

PART 2. SERVICES' REQUIREMENTS

Project Description

The proposed construction of the hydropower Project located on Lingatunda Falls of Lilondi River in Mahanje village, Madaba District, Ruvuma region of Southern Highlands of Tanzania.

The Project is a ~4.5 megawatt run-of-river hydropower undertaking that aims feed electricity to the Tanzania national grid. The project will be constructed under the provisions of the FIDIC Conditions of Contract for EPC Turnkey Projects Agreement 2nd Edition (2017, Silver Book) or similar. The EPC Contractor will take ultimate responsibility for delivering a fit for purpose project in accordance to the employer's specifications.

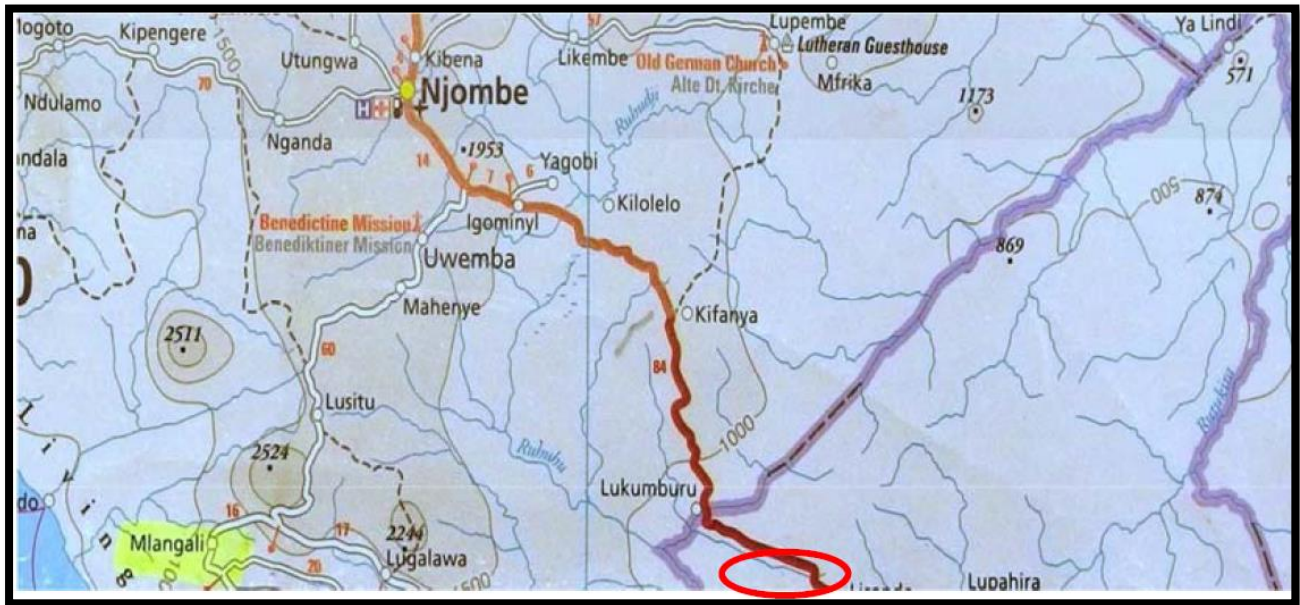


Figure 1 General map of the site and its surrounding location

Section VII. Scope of Works

The Consultant shall review the engineering design and EPC documents prepared by EPC contractor and recommend the reviewed design for implementation. The Consultant shall undertake on behalf of the Client project management and construction supervision including review and recommendation of EPC contractor's design, procurement, pre-dispatch inspection and testing of equipment; control of cost, control of schedule and quality; commissioning tests (wet and dry) and performance tests of the completed facilities.

The Consultant shall also provide support to the Client during the defect liability period. These tasks will be carried out in close coordination with the Client.

The services shall include, but are not limited to, the following activities:

1. EPC Tender Evaluation and Award
2. EPC Contractor's Design Review and Recommendation
3. Project Management and Construction Supervision
4. Shop Inspection and Testing
5. Plant Takeover and Final Acceptance Certificate

1. Pre-Construction Services

1.1. Pre-Construction Review

- 1.1.1. The Consultant shall review and approve all design drawings, concepts, calculations and reports necessary to ensure compliance with the Employer's Requirements and successful project completion.
- 1.1.2. The Consultant shall review and approve all the management plans supplied by contractors, proposed equipment lists, personnel list and all other documentation related to the successful completion of the project.
- 1.1.3. The Consultant shall update the energy yield estimate based on the approved designs at the scheme freeze stage.

1.2. Co-ordination

- 1.2.1. The Consultant shall attend coordination meetings and calls with consultants and contractors, as required.

2. Project Management and Construction Supervision

2.1. Preparation of Supervision Manual Procedures

The Consultant shall prepare a concise Manual of Procedures for the construction management and supervision in an effective manner and submit to Client for review and approval.

- 2.1.1. Approach and methodology for supervising the contractor/sub-contractor(s) in respect of design, manufacturing, delivery and construction works.
- 2.1.2. Risks management during construction and control measures
- 2.1.3. Methodology for settlement of variation order, change order, claims and disputes.
- 2.1.4. Prescribe the format for payment certificates to the EPC Contractor.
- 2.1.5. Develop the construction monitoring plan.

2.2. Supervision of Works

- 2.2.1. Analyse and recommend the design changes proposed by the EPC contractor and employer
- 2.2.2. Ensure the adequacy of Contractor's quality assurance plan and compliance.
- 2.2.3. Ensure the adequacy of implementation of health and safety measures during construction, installation and commissioning of the project component.
- 2.2.4. Ensure implementation of the construction environmental and social management plan.

- 2.2.5. Review and recommend the contractors' documents for testing, commissioning of various components of the project including the performance tests.
- 2.2.6. Review and recommend the contractors' documents for operation and maintenance of civil structure, hydro mechanical equipment and electromechanical equipment.
- 2.2.7. Witness performance guarantee test/functional test at site on all electrical, mechanical and control systems and evaluate/interpret test results, based on the outcome of the tests, prepare comments for rectification, if necessary.
- 2.2.8. Witness the test of hydraulic structures (dry and wet test) and evaluate/interpret the test results, based on the outcome of the tests prepare comments for rectification, if necessary.
- 2.2.9. Examine the adequacy of necessary tools and equipment for effective operation and maintenance of the plant furnished by the EPC contractor.
- 2.2.10. Review the completeness of Operation and Maintenance Manual furnished by the EPC contractor.
- 2.2.11. Provide technical support to Client in settlement of claims and disputes.
- 2.2.12. Review the physical progress against the approved schedule and update the schedule in coordination with employer and contractor, if necessary.
- 2.2.13. Review and monitor construction schedules including contractor's monthly work plan and site activities to ensure that the design specification requirements of the Contract are met.
- 2.2.14. Advise the Client regarding adequacy of tools/equipment, construction material, manpower and resources of EPC contractor.
- 2.2.15. Measure and verify work quantities and certify EPC Contractor's invoices for approval and release of payments.
- 2.2.16. Supervise all the works and control quality on and off site.

2.3. General Reporting to Client on Technical and Business Progress and Competence

- 2.3.1. Prepare financial progress by comparing actual cost with budgetary cost and suggest remedial/corrective measures.
- 2.3.2. Preparation of monthly site progress reports covering current construction status, deviations from approved schedules, critical areas requiring attention and proposed remedial measures.
- 2.3.3. Prepare quarterly project progress monitoring reports and quarterly financial monitoring reports.
- 2.3.4. Prepare Completion Reports for all major structures or elements of the contract works, incorporating as-built records and drawings after issuance of the Take-Over Certificate. Completion Reports shall also include details of construction methodology, concrete quality, geological condition etc.
- 2.3.5. Provide any special reports as requested by the Employer.

2.4. Shop Inspection and Testing

- 2.4.1. The Consultant shall monitor factory test procedures and witness factory acceptance tests (FAT) of major equipment such as turbine, generator, governor, excitation system and protection equipment.

2.5. Plant Takeover and Final Acceptance Certificate

- 2.5.1. Attend all commissioning tests (first spin, safety devices, no-load test, couplings test, load test, automation test, runaway test, emergency stops, power curve, power performance, point zero, etc.).
- 2.5.2. Recommend to Client on issuance of plant take over certificate/operation certificate based on testing and commissioning reports.
- 2.5.3. Prepare defect liability list.

2.5.4.Recommend the issuance of final acceptance certificate.

2.5.5.Ensure tests are properly documented.

2.5.6.Ensure that the plant has a comprehensive warrant list against all defects identified at defects liability period.

2.6. HSE Inspections

2.6.1.Monitor and report on health and safety training, risk assessments, audits and incidents.

3. Additional Assistance to the Client

3.1. As directed by the Employer, the Consultant shall assist the Employer in carrying out specific tasks directly or indirectly related to the Project.

Duration of Services

The estimated time for the completion of the complete assignment is about thirty-two (32) months.

- Phase 1: Construction supervision: 20 months
- Phase 2: Defect Liability Period: 12 months

Data/Facilities to be provided by the Client / Employer

The Client will make available the tender documents and draft Contract as well as any previous study executed on the project.

The Consultant shall budget the facilities that he deems necessary for his works (car, accommodations, international travel, printer, internet, airtime for phones, electricity, office consumables etc.), taking in account that the Resident Engineer's office on site as well as his accommodation and meals shall be provided by the EPC Contractor.

PART 3. CONDITIONS OF CONTRACT

Section VIII. General and Particular Conditions

The General Conditions of Contract are FIDIC Client/Consultant Model Services Agreement 5th Edition (2017, White Book). Particular Conditions will be discussed and negotiated with the Consultant, taking in account the technical offer. All contracts, in regard to this project, between Lilondi Hydropower Ltd and the successful Consultant shall be governed by the laws of the Republic of Tanzania.