

**REQUEST FOR PROPOSALS (RFP)**  
**RFP/2020/005**

**Capacity Building on Planning and Operation of Western African Power Grids**  
**With Higher Shares of Variable Renewable Energy**

**International Renewable Energy Agency**  
**Abu Dhabi, UAE**

**August 2020**

**RFP/2020/005 (PR/2020-00331)**

## Section 1: Letter of Invitation

Abu Dhabi,  
10 August 2020

Dear Madam or Sir,

The International Renewable Energy Agency (IRENA) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the following consultancy for: Capacity Building on Planning and Operation of Western African Power Grids with Higher Shares of Variable Renewable Energy

1. This RFP includes the following documents:

Section 1 – This Letter of Invitation

Section 2 – Instructions to Proposers (including Data Sheet (DS))

Section 3 – Terms of Reference (TOR) including technical evaluation criteria

Section 4 – Proposal Submission Form

Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer

Section 6 – Technical Proposal Form

Section 7 – Financial Proposal Form

Section 8 – General Terms and Conditions (attached herewith)

- Your offer comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with the DS.
- You are kindly requested to submit an acknowledgment letter to IRENA via the following email [procurement@irena.org](mailto:procurement@irena.org) or the following addressee and location:

International Renewable Energy Agency  
Masdar City  
Procurement Office, 2nd floor  
P.O. Box 236 Abu Dhabi, United Arab Emirates, Procurement Office  
**RFP: 2020/005**

**Deadline for submission: Monday, 31 August 2020, Time: 14.00 Hours, GST (Gulf Standard Time), Abu Dhabi, United Arab Emirates (UAE)**

- The letter should be received by IRENA no later than Friday, 14 August 2020, 15.00 H GST (Gulf Standard Time). The same letter should advise whether your company intends to submit a Proposal and if not, we would appreciate your kind indication of the reason, for our records purposes.
- Should you need further clarification, kindly communicate with the contact person indicated in the attached Bid DS duly assigned to handle all queries for this RFP

We look forward to your Proposal and thank you in advance for your interest in IRENA procurement opportunities.

Yours sincerely,

Bruce Neese  
Director,  
Administration & Management Services

## Section 2: Instruction to Proposers<sup>1</sup>

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### Definitions of Terms

- a) “*Contract*” refers to the agreement that will be signed by and between the IRENA and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet (DS).
- c) “*DS*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents which provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 2 of the RFP) refers to the Letter of Invitation being sent by IRENA to the Proposers.
- h) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- i) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by IRENA.
- j) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by IRENA for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- k) “*Services*” refers to the entire scope of tasks and deliverables requested by IRENA under the RFP.
- l) “*Supplemental Information to the RFP*” refers to a written communication issued by IRENA to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, before the deadline for the submission of Proposals.
- m) “*Terms of Reference*” (TOR) refers to the document included in RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## A. GENERAL

1. IRENA solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the provisions stipulated in this RFP will be accepted unless approved in writing by . However, whilst fully complying with the RFP requirements, Proposers are encouraged to provide any suggestions and solutions that may achieve a more cost-effective and value-for-money approach to fulfilling the requirements of this RFP.
2. Submission of a Proposal shall be deemed to constitute an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and unless specified otherwise, the Proposer has read, understood and agreed to all the instructions provided in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and not as an acceptance of an offer of any Proposal by IRENA. This RFP does not commit IRENA to award a contract.
4. IRENA implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. IRENA is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against IRENA as well as third parties involved in IRENA's activities.
- 5.A Proposer shall not be in any position of conflict of interest arising from their current or future work with respect to IRENA. All Proposers found to have a conflict of interest shall be disqualified. Proposers may be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 28.3.3
  - 28.3.4 5.1 are or have been associated in the past, with a firm or any of its affiliates which have been engaged with IRENA to provide services for the preparation of the design, specifications, Terms of Reference and other documents to be used for the procurement of the goods and services to be purchased in this selection process;
  - 28.3.5 5.2 were involved in the preparation and/or design of the programme/project related to the services requested under this RFP;
  - 28.3.6 5.3 have owners, officers, directors, controlling shareholders, or key personnel who are related to IRENA staff involved in procurement functions;
  - 28.3.7 5.4 submit more than one Proposal in this RFP, either as an individual entity, or through its membership with a joint venture/consortium/association that is also submitting a Proposal for the same contract.
- 5.6 are found to be in conflict for any other reason, as may be established by, or at the discretion of, IRENA.

## B. CONTENTS OF PROPOSAL

### 6. Sections of Proposal

Proposers are required to complete, sign and submit in the number of copies the following documents:

- 6.1 Proposal Submission Covering Letter Form (see RFP Section 4);
- 6.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5 and DS);
- 6.3 Technical Proposal (see prescribed form in RFP Section 6);

- 6.4 Financial Proposal (see prescribed form in RFP Section 7);
- 6.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet**, see prescribed Form in RFP Section 8);

## **7. Clarification of Proposal**

Proposers may request a clarification of any of the RFP documents no later than the number of days indicated in the **DS** before the proposal submission date. Any request for clarification must be sent in writing, or by electronic means to the IRENA address indicated in the **DS**. IRENA will respond in writing, or by electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

IRENA shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of IRENA to extend the submission date of the Proposals, unless IRENA deems that such an extension is justified and necessary.

## **8. Amendment of Proposals**

At any time prior to the deadline for submission of Proposals, IRENA may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All Proposers who have provided confirmation of their intention to submit a Proposal will be notified in writing of all amendments to the RFP.

In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, IRENA may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such extension.

## **C. PREPARATION OF PROPOSALS**

### **9. Cost of Proposal**

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. IRENA shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the process.

### **10. Language of Proposal**

The Proposal, as well as all related correspondence exchanged by the Proposer and IRENA, shall be written in the language (s) specified in the **DS**. Any printed literature furnished by the Proposer written in a language other than the language indicated in the **DS**, must be accompanied by a translation in the preferred language indicated in the **DS**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern.

## 11. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form furnished in Section 4 of the RFP.

## 12. Technical Proposal Format and Content

Unless otherwise stated in the **DS**, the Proposer shall structure the Technical Proposal as follows:

- 12.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and ongoing, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP Clause 15 for further details).
- 12.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **DS**.
- 12.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to IRENA that the personnel being nominated is available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, IRENA reserves the right to render the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with the approval of IRENA.

- 12.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing any form of financial information that could lead to the determination of the price offer may be declared non-compliant.

## 13. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

#### **14. Currencies of Proposals**

All prices from Proposers originating from outside the Country specified in the **DS** shall be quoted in the currency indicated in the **DS**. However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals --

- 14.1 IRENA will convert the currency quoted in the Proposal to US Dollar, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- 14.2 In the event that said proposal is found to be the most responsive to the RFP requirement, then IRENA shall reserve the right to award the contract in the currency of IRENA's preference.

#### **15. Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. The documentary evidence of the Proposer's qualifications to perform the Contract, if the contract is awarded to the Proposer, shall be established to the IRENA's satisfaction. This evidence shall include, and must demonstrate, the following:

- 15.1 that, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination; and
- 15.2 that the Proposer has the financial, technical, and production capability necessary to perform the Contract.

#### **16. Joint Venture, Consortium or Association**

If the Proposer is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to IRENA for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to legally bind the joint venture, consortium, or association.

The leader or lead entity, composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of IRENA .

The description of the organization of the joint venture/consortium/association must be clearly defined in the course of establishing the eligibility of the Proposer, by defining the expected role of each of its component/member firm in the course of performing the services defined in the TOR.

Where a joint venture/consortium/association is presenting its track record and experience in a similar undertaking as those required in the TOR, it should present such information in the following manner:

- Those that were undertaken together by the joint venture/consortium/association jointly and severally; and

- Those that were undertaken by the individual members of the joint venture/consortium/association expected to be involved in the performance of the services defined in the TOR.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture/consortium/association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their credentials.

### **17. Alternative Proposals**

Unless otherwise specified in the **DS**, alternative proposals shall not be considered.

### **18. Period of Validity**

Proposals shall remain valid for the period specified in the **DS**, commencing on the submission deadline date also indicated in the **DS**. A Proposal valid for a shorter period shall be immediately rejected by IRENA and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, IRENA may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## **D. SUBMISSION AND OPENING OF PROPOSALS**

### **19. Submission and Opening of Proposals**

19.1 The Financial Proposal and the Technical Proposal Envelopes **MUST BE COMPLETELY SEPARATED** and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope **MUST** also bear the name of the Proposer. The inner and outer envelopes shall:

- bear the name and address of the Proposer
- be addressed to IRENA as specified in the **DS** and
- bear a warning not to open before the time and date for proposal opening, as specified in the **DS**.

If all envelopes are not sealed and marked as required, IRENA will assume no responsibility for the misplacement or premature opening of the Proposal.

19.2 Proposers may always submit their Proposals by mail/courier or by hand delivery. When so specified in the **DS**, Proposers shall have the option of submitting their Proposals electronically. When the Proposals are expected to be in transit for over 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with IRENA’s deadline for submission. Under such circumstances, the Proposer must inform IRENA of the exact date and time of their dispatch, through the submission of the official receipt and supporting documents (airway bill, etc.) issued by the forwarding/courier company that will deliver the Proposal to IRENA.

19.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking the envelopes as “Original



Proposal” and “Copy of Proposal” as appropriate. The number of copies required shall be as specified in the **DS**. In the event of any discrepancy between them, the original shall govern. The original and copies of the Proposal shall be signed by the Proposer or person(s) duly authorized to commit the Proposer. The Proposer shall submit the original and copies of the Proposal in separate envelopes, marked “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

- 19.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of IRENA as attached hereto as Section 8.

## **20. Deadline for Submission of Proposals and Late Proposals**

- 20.1 Proposals must be received by IRENA at the address and no later than the date and time specified in the **DS**.
- 20.2 IRENA shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by IRENA after the deadline for submission of Proposals may be declared late, rejected, and returned unopened to the Proposer.

## **21. Withdrawal, Substitution, and Modification of Proposals**

- 21.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in details the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies providing information requested by IRENA , or clarity in the description of services to be provided, may result in the rejection of the Proposal. IRENA shall not assume any responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the data furnished by IRENA .
- 21.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with RFP Clause 19, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by IRENA prior to the deadline for submission and submitted in accordance with Clause 19 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.
- 21.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 21.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **22. Proposal Opening**

- 22.1 IRENA will open the Proposals in the presence of an ad-hoc committee formed by IRENA. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **DS**.
- 22.2 The Proposers’ names, modifications, withdrawals, the presence or absence of documents, and such other details as IRENA may consider appropriate, will be announced at the opening.

No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **E. EVALUATION AND COMPARISON OF PROPOSALS**

### **23. Confidentiality**

- 23.1 Information relating to the examination, evaluation, and comparison of Proposals, and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.
- 23.2 Any effort by a Proposer to influence IRENA in the examination, evaluation and comparison of the Proposals or contract award decisions may, at IRENA 's decision, result in the rejection of its Proposal.
- 23.3 In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with IRENA for debriefing, but said debriefing shall be limited to the discussions of the strengths and weaknesses of the Proposal of said Proposer, and no information relating to the Proposal or rating of other Proposers may be discussed.

### **24. Clarification of Proposals**

To assist in the examination, evaluation and comparison of Proposals, IRENA may, at its discretion, ask any Proposer for a clarification of its Proposal.

IRENA's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by IRENA in the evaluation of the Proposals, in accordance with RFP Clause 28.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by IRENA, shall not be considered during the review and evaluation of the Proposals.

### **25. Preliminary Examination of Proposals**

IRENA shall examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. IRENA reserves the right to reject any Proposal after preliminary examination of Proposal, if IRENA finds justifiable reason for such rejection, including but not limited to the discovery of significant or material deviation, conflict of interest, fraud, among others.

### **26. Evaluation of Proposals**

- 26.1 IRENA shall examine the Proposal to confirm that all terms and conditions under the IRENA General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.
- 26.2 The evaluation committee shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **DS**. Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this

stage if it does not substantially respond to the RFP, and particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the **DS**. Absolutely no changes may be made by IRENA in the criteria, sub-criteria and point system indicated in the **DS** after all Proposals have been received.

- 26.3 In the second stage, only the Financial Proposal of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will either be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **DS**,
- 26.4 IRENA shall reserve the right to determine to its satisfaction the validity of information provided by the Proposer, through verification and reference checking, among other means that it deems appropriate, at any stage within the selection process.
- 26.5 When the **DS** specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \end{aligned}$$

**Total Combined and Final Rating of the Proposal**

**27. Responsiveness of Proposal**

- 27.1 IRENA’s determination of a Proposal’s responsiveness is to be based on the contents of the Proposal itself.
- 27.2 A substantially responsive Proposal is one that conforms to all the terms, conditions, and specifications of the RFP without material deviation, reservation, or omission.
- 27.3 If a Proposal is not substantially responsive, it shall be rejected by IRENA and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

**28. Nonconformities, Errors and Omissions**

- 28.1 Provided that a Proposal is substantially responsive, IRENA may waive any non-conformities or omissions in the Proposal that do not constitute a material deviation.

28.2 Provided that a Proposal is substantially responsive, IRENA may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

28.3 Provided that the Proposal is substantially responsive, IRENA shall correct arithmetical errors on the following basis:

28.3.8 28.3.1 if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of IRENA there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

28.3.9 28.3.2 if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

28.3.10 if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above. If the Proposer does not accept the correction of errors made by IRENA, its Proposal shall be rejected

## **29. Fraud and Corruption**

29.1 IRENA implements a policy of zero tolerance on fraud and corrupt practices and is committed to preventing, identifying and addressing all acts of fraud

## **F. AWARD OF CONTRACT**

### **30. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

IRENA reserves the right to accept or reject any Proposal, to render any or all Proposals as non-responsive, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Proposer, or any obligation to inform the affected Proposer(s) of the grounds for IRENA 's action. IRENA shall neither be obliged to award the contract to the lowest price offer.

### **31. Award Criteria**

Prior to the expiration of proposal validity, IRENA may award the Proposer, whose proposal offers best value for money being the proposal that has obtained the highest score based on the evaluation method indicated in the **DS**

### **32. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, IRENA reserves the right to vary the quantity of services and/or goods, by up to a maximum fifteen per cent (15% of the total price offer, without any change in the unit price or other terms and conditions.

### **33. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to IRENA.

### **34. Bank Guarantee for Advance Payment**

In the event that the advanced payment requested exceeds 20% of the total proposal price, or exceed the amount of \$30,000, IRENA shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 9, and by the deadline indicated in the **DS**, as applicable.

### **35. Proposer's Conference**

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **DS**. All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the IRENA website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued as an amendment in the form of a Supplemental Information to the RFP.

### **36. Vendor Protest**

IRENA vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. This procedure is not available to non-responsive or untimely Proposers or those with rejected Proposals. In the event that you believe you have not received fair treatment; the following email provides further details regarding IRENA vendor protest procedures:

[Procurement@irena.org](mailto:Procurement@irena.org)

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## Instructions to Proposers DATA SHEET (DS)

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instruction to Proposers and the DS, the provisions in the DS shall prevail.

Project Context:	IRENA RFP/2020-005
Title of Services/Work:	Service for: Capacity Building on Planning and Operation of Western African Power Grids with Higher Shares of Variable Renewable Energy
Country:	UAE, Abu Dhabi
Language of the Proposal:	English
Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Not allowed
Conditions for Submitting Alternative Proposals	<input type="checkbox"/> Shall not be considered
A pre-proposal conference will be held:	<input type="checkbox"/> No
Period of Proposal Validity commencing the submission date	120 days
Proposal Security	<input type="checkbox"/> Not Required
Validity of Proposal Security	<input type="checkbox"/> Not Required
Proposal Prices shall be subjected to Taxation	<input type="checkbox"/> No, please submit a price exclusive of all applicable taxes
Advanced Payment upon signing of contract	<input type="checkbox"/> Not allowed
Performance Security	<input type="checkbox"/> Not Required
Preferred Currency of Bid Proposal and Method for Currency conversion	Single Currency: [USD]
Deadline for submitting requests for clarifications/ questions	Three (3) days before the submission date.

Contact Details for submitting clarifications/questions	<p>Focal Person in IRENA:</p> <p><b>Arjuna Kadirgamar</b> Procurement Officer</p> <p><b>Email:</b> <a href="mailto:AKadirgamar@Irena.Org">AKadirgamar@Irena.Org</a></p>
No. of copies of Proposal that must be submitted	<p><b>Originals:</b> Technical Proposal One (1), Financial Proposal One (1) <b>Technical and Financial offer to be submitted as two (2) separate electronic files.</b> Failure to do so shall result in disqualification of your bid.</p>
Proposal submission address	<p><b>Submitted Electronically to IRENA secure bid email:</b> <a href="mailto:Bids@Irena.Org">Bids@Irena.Org</a></p>
Deadline of Submission	<p>Date: <b>31 August 2020,</b> Time: <b>14.00 Hours, GST (Gulf Standard Time)</b> Abu Dhabi, United Arab Emirates (UAE)</p>
Bid Opening:	<p>Date: <b>31 August 2020,</b> Time: <b>15.00 Hours, GST (Gulf Standard Time)</b> Abu Dhabi, United Arab Emirates (UAE)</p>
Procedures and conditions for electronic submissions of the Proposals	<p><input type="checkbox"/> Not Allowed</p>
Evaluation method to be used in selecting the most responsive Proposal	<p>Combined scoring method, using 70%-30% distribution for technical and financial respectively.</p> <p>The formula for the combined scoring method shall be: <b><math>p = y (x/z)</math></b> <u>Where:</u> <u>p = points for the financial proposal being evaluated</u> <u>y = maximum number of points for the financial proposal</u> <u>x = price of the lowest priced proposal</u> <u>z = price of proposal being evaluated</u></p>
Required Documents that must be Submitted to Establish Qualification of Proposers	<p><input type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, excluding the CVs</p> <p><input type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation</p> <p><input type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any</p>

## Section 3: Terms of Reference (TOR)

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### Capacity Building on Planning and Operation of Western African Power Grids with Higher Shares of Variable Renewable Energy

#### **Regional Training on the Economics of System Planning and Operation with Variable Renewable Energy**

### CONCEPT

#### **Background**

The International Renewable Energy Agency (IRENA) is an inter-governmental organisation, mandated by member states around the world to promote the widespread and increased adoption, and sustainable use of all forms of renewable energy. This concerns all forms of energy produced from renewable sources in a sustainable manner, which include bioenergy, geothermal energy, hydropower, ocean, solar, and wind energy.

The energy system in West Africa is faced with a number of interrelated challenges: low energy access, insecure energy supply, and growing environmental degradation. The installed power generation capacity of the region is in the order of 16 GW comprising of 32% of hydro and 68% of thermal capacity, which covers only 37% of the power demand. Only 42% of ECOWAS population have access to electricity, concentrated in urban areas, which drops down to single digits in rural areas.

The power system in West Africa is confronted with the challenges arising from the supply deficit and thus growing demand is unmet. Furthermore, the region faces the difficulty of raising sufficient funds internally or attracting outside investors willing to incur the high perceived risk in the electricity sector in the region. Overall, unreliable power holds back the region's industrial development and has a negative impact on productive activities. The weighted regional average for technical losses is 14.5%, while the non-technical losses in the region are 21%<sup>2</sup>. The cost of providing backup power using fossil fuel powered captive generators handicaps productive industries and blackouts reduce annual economic growth in Africa by around 2%.

The region has vast renewable energy potential to cover the unmet power demand and reach the universal access to electricity while supporting the region's transition to a low carbon growth path. In that regard, in July 2013 the ECOWAS Authority of Heads of State and Government adopted the ECOWAS Renewable Energy Policy (EREP) that aims to increase the share of renewable energy in the region's overall electricity mix to 35% by 2020 and to 48% by 2030 (excluding large hydro ( $\geq 30$ MW), to 10% and 19%, respectively). The EREP is complemented with the ECOWAS Energy Efficiency Policy (EEEP) that targets to implement measures that would save an estimated 2000 MW of power demand through efficiency gains by 2020 and in the long term, more than double the annual improvement in energy efficiency, compared to 2010 levels.

With a view to supporting the operationalisation of a regional power market, IRENA, in collaboration with ECOWAS Centre for Renewable Energy and Energy Efficiency (ECREEE), West African Power Pool (WAPP), and ECOWAS Regional Electricity Regulatory Authority (ERERA), has initiated the West Africa Clean Energy Corridor (WACEC) initiative. Building on the ongoing efforts in the region,

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<sup>2</sup> ECREEE (2016). Regional Progress Report on Renewable Energy, Energy Efficiency and Energy Access in ECOWAS Region – Monitoring Year: 2016



including, those of UEMOA, AfDB, and other development partners such as Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH and USAID. WACEC will promote the development of utility scale renewable power and its integration to the West African power systems.

As endorsed by the ECOWAS Energy Ministerial in December 2016, the WACEC's implementation plan is built on the five pillars of (i) Zoning and Resource Assessment to identify sites for renewable power generation in areas with high resource potential and suitable transmission routes; (ii) National and Regional Planning to fully consider cost-effective renewable power options; (iii) Enabling Frameworks for Investment to open markets and reduce financing costs; (iv) Capacity Building to plan, operate and maintain power grids and markets with higher shares of renewables-based electricity; and (v) Public Information and Awareness Raising on how the corridor can provide secure, sustainable and affordable energy.

The WACEC initiative includes three strategies, exploiting the best available resources in the region:

- Hydropower strategy: includes West African countries with significant hydropower resources;
- Solar strategy: includes West African countries where large solar power plants could be built at low cost while benefiting from economies of scale;
- Wind strategy: West-African countries with large-scale wind resources.

The three strategies above were developed and validated during a regional workshop from 16 to 18 September 2019 in Dakar.

ECREEE in partnership with IRENA, USAID, GIZ and the relevant regional institutions is developing WACEC program and its institutional implementation framework.

In March 2017, the Energy Ministers at the Specialized Technical Committee on Energy, Transport and Tourism of the African Union recommended the Member States to integrate the concept of the Clean Energy Corridors, which includes WACEC for the West Africa region, into their national renewable energy and climate change agendas as well as the process of creation of a sustainable and low-carbon power markets.

## **I. Rationale**

Effective system planning is critical to building electricity systems that can accommodate renewable energy, and it is also important that the outputs from the system planning follow through into the definition of what characteristics need to be provided by new IPP projects that are being procured. A holistic approach to system planning that accounts for the nature and availability of renewables and the need of flexibility is essential for building stronger grids for increasing the share of variable renewables.

Where many of the ECOWAS electricity markets are very small in size, it could be difficult for these markets to absorb much variable renewable energy in an economically efficient manner in the context of a nascent regional electricity market that allows for short-term trading in a liquid wholesale market. While the regional market has recently been launched, it is likely to be at least several years until these requirements that will ensure the fluidity of a regional electricity market are met. It is imperative at this juncture to facilitate knowledge transfer and ensure best practices are considered when aiming for a functional regional electricity market.

Under the implementation of the WACEC, ECREEE, IRENA, in cooperation with GIZ, USAID, and together with the key regional institutions, has the ambition to support the strengthening of the capacities of the relevant stakeholders of the ECOWAS power sector through series of tailor-made capacity building activities. In this context, a regional capacity building programme focusing on the management of power grids with higher shares of variable renewable power was initiated in 2017. The scoping study and the first

series of trainings provided a clear overview of the various issues and best practices in integrating renewables. The trainings were instrumental in identifying the areas that require further support. Based on the feedback received from participants and energy experts, the next phase of the capacity building program will focus on two core streams, namely (i) the economics of power system planning and operation with an emphasis on economic generator dispatch, ancillary services, short-term markets and spot pricing, reserve calculations as well as grid codes; and (ii) the planning and operation, focusing on aspects related to forecasting, system adequacy, estimating reliability, hosting capacity, flexibility assessments, frequency and voltage regulation.

As part of the implementation of this follow-up programme, the proposed activity will focus on building capacities of electricity generators, Transmission System Operators (TSOs), Distribution System Operators (DSOs) and regulators of the region on the economics of system planning and operation with Variable Renewable Energy (VRE). The overarching goal is to ensure that the regional and national stakeholders have a good understanding of the technical and economic factors that impact the potential of grid and market systems to accommodate higher shares of VRE in both high voltage and low-voltage networks.

### **Objective and scope of the work**

Moving forward with the first core stream of trainings, the main objective of this capacity building activity is to reinforce the understanding by the utilities, national grid operators – TSOs and DSOs, national regulators, the Information and Coordination Centre (ICC) of the Regional System Operator (WAPP), Regional Regulator (ERERA) and other relevant stakeholders of the ECOWAS region (ECREEE), of the prerequisites to find technically and economically optimal solutions to improving electricity reliability in the grid while accounting for an increased share of VRE, notably solar PV and wind energy technologies. At the same time, training staff of regional training centres should be enabled to continue and upscale capacity building activities on the same issue on a regular basis. The topics of discussion should include, but not limited to:

- Cost structure and technical constraints of different generation technologies (solar and wind) as well as data requirements and data collection, primary resource forecasting;
- Generator scheduling, with specific focus on Hydrothermal Scheduling, Unit Commitment and Economic Dispatch
- Accounting for generator characteristics (ramp rates, start-up time, shut-down time, black start capabilities) in generator dispatch;
- Improvement in operating reserve calculation to account for VRE
- Ancillary services (frequency control, voltage control, restoration services, interruptible loads services, etc.) for effective integration of VRE on both the transmission and distribution network;
- Structure of liberalized electricity markets, roles of system operators and real-time pricing
- Flexibility Assessment of the power system to evaluate the ability of generators to maintain demand-supply balance and minimise curtailment of renewable energy with high shares of renewables while maintaining the reliability of the system.
- Understanding of ECOWAS Regional Electricity Market

### **II. Expected Outcomes**

The trainings are expected to contribute to an improved understanding of the requirements for the planning of power grids with variable renewable power generation, based on the best practices from the region and beyond.

It is also expected that the (optional) accompanying Training of Trainers (ToT) activity will enable the trainers of WAPP's five regional training centres to conduct the training course independently. Accordingly, it is suggested to involve the trainers in the subsequent trainings for the utilities and other

target groups, involving them as co-trainers who assume some parts of the training course in close cooperation with the consultant.

### **Detailed description of the work**

The technical assistance to be conducted by the consulting entity will mainly target power system operators, utilities and regulators, while the consulting entity will work closely with IRENA, WAPP, ECREEE, and ERERA in the implementation of the assignment, as described in these Terms of Reference.

The consulting entity is expected to develop a technical offer with an appropriate methodology and specific work plan that will ensure the achievement of the assignment's objective **within an implementation period of 8 months**.

Before starting the assignment, the consulting entity will be required to attend a briefing meeting, with IRENA, GIZ and the ECOWAS counterparts (WAPP Secretariat, ERERA, ECREEE). This meeting could be held virtually. All outputs under the assignment will be both in English and French. All reports, working papers or other documents prepared for IRENA must conform to IRENA/OECD style requirements and their content will be aligned with other IRENA technical reports. These requirements are outlined in IRENA's style guide, which together with other guiding documents will be given to the consulting entity at the beginning of the assignment.

The project will focus on **two regular tasks and one optional task**:

#### **Task 1: Development of trainings material**

Building on the outcomes of the first phase of trainings, and notably on the scoping analysis, the conclusions of the trainings provided and the follow-up programme completed in the initial phase of the capacity building on the planning and operation of power grids with higher shares of variable renewable energy, the consulting entity shall design the technical content, including the material for a 5-day training workshop for the utilities and regulators of the 15 ECOWAS countries. The training material will be developed in both French and English and contents should cover priority aspects related to the economics of power system planning and operation with a focus on economic generator dispatch, ancillary services (frequency control, voltage control, restoration services, interruptible loads services, etc.) for effective integration of VRE, short-term markets and spot pricing, and reserve calculations with illustrative examples from Africa or other developing countries. The training materials and content should also cover the topic of power system flexibility<sup>3</sup> and how to best assess it with the use of modelling tools<sup>4</sup>. When available, IRENA publications should be the base for the development of training materials.

#### **Task 2: Training delivery**

The consulting entity will also be responsible, under the supervision of IRENA, for delivering the trainings (presentations, moderation of discussions) and compiling the workshop documentations, including summary and conclusions. The trainings will be organized for a total of around 40 participants<sup>5</sup> from the 15 ECOWAS countries and the ECOWAS Regional Energy institutions, thus the training material should

<sup>3</sup> See the IRENA publication "[Power system flexibility for the energy transition](https://irena.org/publications/2018/Nov/Power-system-flexibility-for-the-energy-transition)" <https://irena.org/publications/2018/Nov/Power-system-flexibility-for-the-energy-transition>

<sup>4</sup> For example the IRENA FlexTool, which is an open-source, freely and publicly available tool that solves an economic dispatch and a capacity expansion problem with a focus on power system flexibility. The tool can be downloaded here: <https://irena.org/energytransition/Energy-System-Models-and-Data/IRENA-FlexTool> and can be used for any part of the training that would require the use of a software tool.

<sup>5</sup> Approx. 2 participants from each of the 15 ECOWAS countries, ERERA, WAPP as well as regional training institutions and relevant stakeholders (WAPP Secretariat 2, ERERA 2, ECREEE 2)

be made available in both French and English. The training should be organised in a format that allows for each participant to follow the theoretical part of the training in their own language (French or English), while the practical sessions will be held jointly.

In designing the training, the consulting entity should account for the possible invitation of representatives of TSOs/DSOs from countries (even beyond the ECOWAS region) with relevant experience in the integration of high shares of variable renewable energy, for an exchange of best practices. It is also advised that the training schedule allows for a field visit to the dispatch centre of a utility with experience in operating grids with high shares of variable renewable energy.

IRENA, GIZ and the ECOWAS counterparts will be responsible for the selection of the venue and the date for the training, the invitation of the speakers and participants for the workshop and the associated costs (rental of venue, travel costs, catering and accommodation of participants). In light of the current pandemic situation, the consulting entity should also offer the option of delivering an initial introductory webinar (duly considering the varying degree of internet connection reliability across West Africa), to be followed by the in-person training. The service provider is invited to use the online platform *atingi* (<https://www.atingi.org/>) to share information and data and to organize the exchange between the participants. *atingi* is the new digital learning platform of the Federal Ministry for Economic Cooperation and Development (BMZ). It is free of charge and offers an integrated webinar tool. If a webinar is integrated, it should be recorded and published in order to allow (absent) participants to follow the content independently at a later point.

After the final training, the consulting entity is expected to conduct an evaluation of the training course(s) together with the trainers from the regional training centres, including also feedback from IRENA, GIZ and the ECOWAS counterparts, and to hand over the evaluation to IRENA and GIZ. Based on the feedback received, the consulting entity will finalize the training course description and training materials (for trainers and participants), and hand them over to the five training centres.

Upon completion of the training(s) and the evaluation, the consulting entity will produce a final report highlighting the key outcomes of the training as well as potential areas of further follow-up under the larger topic of the planning and operation of power grids with higher shares of variable renewables.

**Optional Task: Delivering a Training-of-Trainers course and engaging the trainers of WAPP's regional training centres in the development and implementation of the training course**

The consulting entity will prepare and implement two trainings of trainers (ToT) for selected trainers of the five regional training centres of WAPP (one for French speaking participants from the training centres in Senegal, Côte d'Ivoire and Benin and one for English speaking trainers from Ghana and Nigeria) before running the training courses for the target group. Alternatively, the consulting entity might offer one single ToT including simultaneous translation for all participants.

The approach and content of the ToT(s) should be tailored to the needs of the trainers and consider the different experience levels of the trainers regarding the topic (e.g. by evaluating the existing knowledge and needs with a questionnaire before developing the ToTs). Existing capacities should be capitalised (e.g. by integrating peer-to-peer learning elements). The ToT(s) shall be organized in a virtual format (GIZ offers the consulting entity to use the online platform *atingi* for the ToT, see information above).

The consulting entity will propose an appropriate length (approximately 5 days or an equivalent number of hours spread over a longer period), content and structure of the training. The ToTs shall cover the technical content (including practical examples) as well as pedagogical aspects and shall enable the trainers to act as co-trainers in the following trainings, assuming some parts of the training course in close cooperation with the consultant. The trainers should receive the training material that is being developed for the participants

as well as additional material tailored to their needs as trainers (further in-depth material on the technical issues, practical examples, FAQs regarding the training content, material on pedagogical aspects etc.).

For this optional task, the consulting entity will establish a separate contract directly with GIZ on the basis that the task will be completed before the end of December 2020.

### Expected Deliverables and Timeline

The two above-listed tasks are to be completed as per the following timeline:

	<b>Deliverable</b>	<b>Timeline<sup>6</sup></b>	<b>Contracting / Funding Responsibility</b>
<i>i</i>	Development of Training materials for the target audience	<i>before 15.10.2020</i>	<i>IRENA</i>
<i>ii</i>	Tailoring training materials for the Training-of-Trainers training - optional	<i>before 15.11.2020</i>	<i>GIZ*</i>
<i>iii</i>	Delivery of Training-of-Trainers training - optional	<i>before 31.12.2020</i>	<i>GIZ*</i>
<i>iv</i>	A 5-day workshop	<i>before 31.03.2021</i>	<i>IRENA</i>
<i>v</i>	Final report	<i>before 15.04.2021</i>	<i>IRENA</i>

**GIZ** may contact the successful bidder, post evaluation /award of CONTRACT FOR deliverables – i, iv & v by IRENA; to contract for deliverables ii and iii. Such a GIZ contract for deliverables ii & iii will be subject GIZ rules and General Terms of Contract.

### Criteria for evaluation of offers

To assess best value for money, the technical qualitative evaluation of the bids will be based on:

<b>Criteria</b>	<b>Weighting (%)</b>
1. <b>Proposed work plan and approach:</b> Understanding of the task; sufficiently addressing the important aspects of the task according to the different components of the project, i.e. development of material and methodology of delivery of the training; Please provide full details on the structure as well as a full description of the proposed approach for implementing the work plan and the required tasks.	25
2. <b>Clarity and organization of activities:</b> Relating the scope of work to the Terms of Reference - clarity and organization of activities and whether the planning is logical and realistic.	5

<sup>6</sup> The timeline is to updated depending on the start date of the project, with prior consent of IRENA.

<p>3. <b>Overall experience on Capacity building for VRE grid integration:</b> Relevant knowledge and documented experiences in variable renewable energy grid integration studies and training in Sub-Saharan Africa or other developing countries – provide samples of similar work done in field over the last 3-5 years.</p> <p>Solid experience in in Sub-Saharan Africa or other developing countries designing capacity building programmes and providing trainings on technical aspects of variable renewable energy in the power sector, including, planning, designing and managing power grids with variable renewable power.</p>	30
<p>4. <b>Team quality:</b> Composition, qualifications and experiences of team and knowledge of the region– Provide CVs of 5 experts, whom you propose to;</p> <p>(a) Develop training material,</p> <p>(b) Deliver the training.</p> <p>The Minimum qualification for the Project Manager is 10 years of relevant experience in designing and managing capacity building programmes on grid planning and operation issues. (15 points)</p> <p>The Minimum qualification for each of the remaining team members is 5 years of relevant experience in designing and managing capacity building programmes on grid planning and operation issues. (10 points per member)</p> <p>Proficiency of the team in speaking and writing <u>both</u> English and French is <u>mandatory</u>.</p>	35
<p>5. <b>Local network:</b> Involvement of local institutions/experts in ECOWAS in the consulting process – Indicate how your organisation will involve local institutions/experts and how they will benefit from the project. Provide details on the proposed plan to involve local institutions as well as samples based on past experience.</p>	5

Bidders are requested to provide a technical and a financial proposal as separate documents. The financial proposal should include a breakdown of the costs (number of person days) associated with each task and sub-task.

This application is also open to consortia.

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## Section 4: Proposal Submission Form

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*This form must be returned along with the submission signed and stamped from authorized person*

To: IRENA, Chief Procurement Officer

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for IRENA's Consultancy Service for indicated subject with your Request for Proposal dated and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation contained in it may lead to our disqualification.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of IRENA's.

We agree to abide by this Proposal for 120 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the DS.

We fully understand and recognize that IRENA is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that IRENA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_

## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

### Proposer Information Form

*[The Proposer shall fill in this Form in accordance with the instruction indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted]*

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: 2020-005

Service for: Capacity Building on Planning and Operation of Western African Power Grids with Higher Shares of Variable Renewable Energy

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Proposer's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Proposer's Year of Registration: <i>[insert Proposer's year of registration]</i>
5. Proposer's Legal Address in Country of Registration: <i>[insert Proposer's legal address in country of registration]</i>
6. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement.  <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

<Intentionally Left Blank>Joint Venture Partner Information Form

*[The Proposer shall fill in this Form in accordance with the instructions indicated below].*



1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information  Name: <i>[insert name of JV's Party authorized representative]</i>  Address: <i>[insert address of JV's Party authorized representative]</i>  Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i>  Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2.  <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

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## Section 6: Technical Proposal Form

**TECHNICAL PROPOSAL FORMAT**

**SECTION 1: EXPERTISE OF FIRM/ ORGANISATION**

*This section should fully explain the Proposer’s resources in terms of personnel and facilities necessary for the performance of this requirement.*

**1.1 Brief Description of Proposer as an Entity:** Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

**1.2. Financial Capacity:** Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government’s Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

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## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

*This section should demonstrate the Proposer's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the specifications.*

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the IRENA and partners, including a reporting schedule.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

## SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: *This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the IRENA. If substitution is unavoidable it will be with a person who, in the opinion of the IRENA project manager, is at least as experienced as the person being replaced, and subject to the approval of IRENA . No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

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## Section 7: Financial Proposal Form

The Proposer is required to prepare the Financial Proposal in a separate envelope from the rest of the RFP response as indicated in RFP Clause 14 of the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverables

	<b>Deliverable</b>	<b>Timeline<sup>7</sup></b>	<b>Contracting / Funding Responsibility</b>
<i>i</i>	Development of Training materials for the target audience		<i>IRENA</i>
<i>iv</i>	A 5-day workshop		<i>IRENA</i>
<i>v</i>	Final report		<i>IRENA</i>

**Please fill in the above structure as the financial proposal. No other format will be accepted. Please ensure a break down of total individual deliverables is provided.**

Name of Bidder / Firm: .....

Address: .....

Signature of Authorized person: .....

Stamp of bidder:

\*\*\*

<sup>7</sup> The timeline is to updated depending on the start date of the project, with prior consent of IRENA.

## Section 8: General Terms and Conditions

### 1. DEFINITIONS

In these General Terms and Conditions for Professional Services (hereinafter referred to as “General Terms and Conditions”) the following definitions shall apply:

“Agency” means the International Renewable Energy Agency.

“Contract” means the written agreement relating to the provision of Services entered into by the Agency and the Contractor and includes these General Terms and Conditions.

“Contractor” means the legal entity named in the Contract and with whom the Contract has been entered, or its successors.

“Parties” means the Contractor and the Agency collectively, and “Party” means either one of them.

“Services” means any service provided, or to be provided, to the Agency by the Contractor (or any of the Contractor’s sub-contractors) pursuant to or in connection with the Contract.

### 2. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Agency. Neither the Contractor, and any subcontractor, nor any of their personnel shall be considered to be employees or agents of the Agency.

### 3. PAYMENT TERMS

(a) The Agency shall, unless otherwise specified in the Contract, make payment within 30 days of receipt of the Contractor’s invoice which is issued only upon the Agency’s acceptance of the work specified in the Contract.

(b) The prices shown in the Contract cannot be increased except by express written agreement by the Agency. The Agency will not pay any charge for late payment unless expressly agreed to in writing.

### 4. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES AND ASSIGNMENT OF PERSONNEL

(a) The Contractor shall supervise and be responsible for the professional and technical competence of its employees and shall select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

(b) The Contractor shall not replace or withdraw any personnel referred to in the Contract for the performance of the Services without the prior written approval of the Agency or unless requested by the Agency. The Agency shall not unreasonably refuse or delay approval of any such withdrawal or replacement.

(c) Prior to assignment, replacement or withdrawal of personnel for the performance of the Services, the Contractor shall submit to the Agency for its consideration, the curriculum vitae or detailed justification to permit evaluation by the Agency of the impact which such assignment, replacement or withdrawal would have on the Services.

(d) In the event of replacement or withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor’s personnel shall be for the account of the Contractor. Such replacement or withdrawal shall not be considered as termination in part or in whole of the Contract.

### 5. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to the Agency in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Agency and shall fulfill its commitments with the fullest regard to the interests of the Agency.

### 6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the Contract or the

award thereof to any official or employee of the Agency. The Contractor acknowledges and agrees that any breach of this Article is a breach of an essential term of the Contract.

### 7. ASSIGNMENT AND INSOLVENCY

(a) The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of the Agency.

(b) Should the Contractor become insolvent, adjudged bankrupt, or should control of the Contractor change by virtue of insolvency, the Agency may, without prejudice to any other rights or remedies, immediately terminate the Contract by giving the Contractor written notice of termination.

### 8. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval of the Agency for all such subcontractor(s). The Agency’s approval of a subcontractor shall not relieve the Contractor of any of its obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

### 9. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Agency, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers’ compensation, product liability and to liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

### 10. INSURANCE AND LIABILITIES TO THIRD PARTIES

(a) The Contractor shall provide and thereafter maintain all appropriate workers compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, bodily injury or death arising from or in connection with the implementation of the Contract.

(b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.

(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from or in connection with the implementation of the Contract or from the operation of any vehicles, boats, airplanes and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors performing work or services in connection with the Contract.

(d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:

(i) Name the Agency as additional beneficiary (additional insured);

(ii) Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against the Agency;

(iii) Provide that the Agency shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

(e) The Contractor shall, upon request, provide the Agency with satisfactory evidence of the insurance required under this Article.

(f) The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in

any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

#### 11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the Agency against any monies due or to become due for any Services provided under the Contract, or by reason of any other claim or demand against the Contractor.

#### 12. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by the Agency shall rest with the Agency and any such equipment shall be returned to the Agency at the conclusion of the Contract or when no longer needed. Such equipment, when returned shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate the Agency for any damage or degradation of the equipment that is beyond normal wear and tear.

#### 13. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the Contract.

#### 14. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

(a) Except as otherwise expressly provided in the Contract, the Agency shall be entitled to all intellectual property and other property rights, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced, prepared or collected in consequence or in the course of the execution of the Contract. At the request of the Agency, the Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such proprietary rights and transferring them to the Agency in compliance with the requirements of the applicable law.

(b) To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the Agency does not and shall not claim any ownership interest thereto, and the Contractor grants to the Agency a non-exclusive, perpetual and irrevocable license to use such intellectual property or other proprietary right.

#### 15. CONFIDENTIALITY

(a) All technical, financial or other documentation and data the Contractor compiled for or received from the Agency under the Contract shall be treated as confidential and shall be delivered only to the Agency's authorised officials on completion of the work or services or as requested by the Agency.

(b) The Contractor may not communicate at any time to any other person, Government or authority external to the Agency, any information known to it by reason of its association with the Agency which has not been made public except with the authorisation of the Agency, nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of the Contract.

#### 16. USE OF NAME, EMBLEM, OR OFFICIAL SEAL OF THE AGENCY

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage that it is a Contractor of the Agency, nor shall the Contractor, in any manner whatsoever, use the name, emblem or official seal of the Agency or any

abbreviation of the name of the Agency in connection with its business or otherwise, without the prior written approval by the Agency. These obligations do not lapse upon termination of the Contract.

#### 17. FORCE MAJEURE

(a) *Force majeure* as used herein shall mean any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.

(b) In the event of or as soon as possible after the occurrence of any cause constituting *force majeure*, the Contractor shall give notice and full particulars in writing to the Agency of such occurrence if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Contractor shall also notify the Agency of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with the Contractor's performance under the Contract. Upon receipt of the notice required under this Article, the Agency shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(c) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Agency shall have the right to terminate the Contract on the same terms and conditions as are provided for in Article 19 ("Termination") of these General Terms and Conditions, except that the period of notice may be seven (7) days instead of thirty (30) days.

#### 18. AMENDMENT

Except as otherwise expressly provided in the Contract, the provisions of the Contract and the annexes thereto may be amended or supplemented only by means of a written agreement signed by all of the Parties or their authorised representatives.

#### 19. TERMINATION

(a) The Agency may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Contractor. The initiation of arbitral proceedings in accordance with Article 20 ("Settlement of Disputes") of these General Terms and Conditions, shall not be deemed a termination of the Contract.

(b) The Agency may terminate forthwith the Contract at any time should the funding for the Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by the Agency for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

(c) In the event of termination by the Agency, no payment shall be due from the Agency to the Contractor except for work and services satisfactorily performed and accepted by the Agency in accordance with the express terms of the Contract.

(d) Should the Contractor be adjudicated bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the Agency may, without prejudice to any other right or remedy it may have under the Contract terminate the Contract forthwith. The Contractor shall immediately inform the Agency of the occurrence of any of the above events.

#### 20. SETTLEMENT OF DISPUTES

(a) **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through

conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties.

(b) **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 20(a) above (“Amicable Settlement”), within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken

with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages, nor to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. 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.

#### **21. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Agency.