

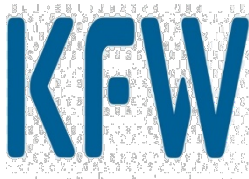
Energy Efficiency in Public Buildings (Universities)

Egyptian-German Financial Cooperation



german
cooperation

DEUTSCHE ZUSAMMENARBEIT



INVITATION TO Price Quotation (Limited Tender): ref. # SCU_2

[Egypt]

[Three-Phase Energy Monitoring Meters for Energy Efficiency in Public Buildings (Universities) Project]

13th of February 2024

The Supreme Council of Universities (SCU) has received financing from KfW toward the cost of the Energy Efficiency in Public Buildings (Universities) Project and intends to apply part of the proceeds toward payments under the contract(s) for supplying Three-Phase Energy Monitoring Meters in public Buildings (Universities).

The SCU invites qualified suppliers and manufacturers to make firm offers on one tender for the supply of **Three-Phase Energy Monitoring Meters in public Buildings (Universities)**

It is strongly recommended that this Tender document and its annexes are read thoroughly. Failure to observe and adhere to the procedures, terms and conditions laid out therein may result in disqualification from the evaluation process.

Bids must be delivered to the address indicated in article 1.3 of the tender document on or before **12 noon on 26th of February 2024**. Late Bids will be rejected.

All Bids must be accompanied by Bid Security of 35,000 EGP in the form of a Letter of Guarantee.

Yours sincerely

Dr. Ghada Bassioni

Signature and Date

IMPORTANT: *This bid is organized as ONE LOT*

Reference number: SCU_2

Project Name: *Procure Energy Monitoring Meters for the Energy Efficiency in Public Buildings (Universities) Project*

Payment Currency: Egyptian Pounds EGP

Closing Date and Time: 12:00 noon, 26th of February 2024

German Financial Cooperation with the Arab Republic of Egypt

**Three-Phase Energy Monitoring Meters
in Public Buildings (Universities) Project**

**Price Quotation (Limited Tender) Documents
for**

Procurement of Three-Phase Energy Monitoring Meters

Purchaser: Egyptian Supreme Council of Universities (SCU)

**Febraury 2024
Project no 510490**

Procurement No 510490

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BACKGROUND & DESCRIPTION

This RfP concerns the supply, install, test, commission, and set into operation the energy meters with their associated equipment to measure and store Energy, current and voltage as described in the specifications in eighteen universities under the Public Buildings Project.

These Public Buildings (Universities) will implement the potential Energy Conservation Measures (ECMs) through financing via German Egyptian Cooperation. In this regard, KfW on behalf of the German Government acts as development financing partner of the Project in Contractual relationship with the Central Bank of Egypt and the Supreme Council of Universities (SCU). The main objective for funding this project is to implement the potential Energy Conservation and Efficiency Measures (ECMs) in the Governmental Buildings (Universities) in order to achieve successful project realization. In this regard, the assessment for the energy consumption pattern as baseline and post the implementation of the anticipated ECMs need energy meters to conduct the measurements needed and log the data to analyze the building energy performance.

The project executing agency is the SCU acting as an owner and facilitator for the projects aiming at the implementation of ECMs in the public universities under the SCU. The public universities will be the final beneficiaries to implement the ECMs in order to achieve the project objectives and targets. The project goals will contribute to the sustainable development Program of Egypt, very specific in the Energy Efficiency Sector. To secure the sustainability of the energy performance for each public building under this project, the continuous measurement for the energy consumption and the electrical parameters are a must to draw a baseline for comparison and to monitor and track the energy performance in such buildings after the implementation of the ECMs.

The terms Limited Tender, Tender, Price Quotation and Bidding in this document are equivalent to the requirements of a Price Quotation according to KfW standard documents and Limited Tender process according to the Egyptian Law.

I. BIDDING INFORMATION

1.1 Documents

The below Annexes form a fundamental part of this Tender document:

1. **Annex A:** Technical Specifications
2. **Annex B:** Bill of Quantities
3. **Annex C:** Distribution List
4. **Annex D:** Declaration of Undertaking (DoU) with its Appendix 1 (Declaration of tax conformity)
5. **Annex E:** The Compliance Statement of the Supplier

1.2 Requests for Clarification

1. Bidders who request clarifications in any aspect of this Tender document (commercial, technical, or procedural matters) are asked to communicate **via email** with the respective contact person in written form, **latest by 21st of February 2024**.

Contact Person:
Dr. Ghada Bassioni email: ghada_bassioni@eng.asu.edu.eg

2. Any questions and answers that are of general interest will be published in anonymous form to all bidders on **22nd of February 2024**.

1.3 Submission Guidelines

1. Tenders must be submitted in English and Arabic such that they are received before 12:00 noon on 26th of February 2024 and be sent to the following address:

SCU Headquarters, the building of the Supreme Council of Universities, Cairo University Campus, Giza, Egypt

2. Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words "Envelope A - Technical offer" and the other "Envelope B - Financial offer". All parts of the tender other than the financial offer must be submitted in the technical offer (Envelope A) (one original hard copy, clearly marked "Original", and 3 electronic PDF technical copies on 3 different CDs, each marked "Copy").

3. The Financial envelope (B) must only contain one original hard copy, clearly marked "Original", and 3 electronic PDF financial copies on 3 different CDs, each marked "Copy".

4. Any infringement of these rules (e.g., unsealed envelopes, or references to price in the technical offer) is to be considered a breach of the rules and will lead to rejection of the tender.

5. The outer envelope should carry the following information:

- the address for submission of tenders indicated above.
- the reference code of the tender procedure to which the tenderer is responding
- the words "Not to be opened before the tender-opening session".
- the name of the tenderer.

6. The pages of the Technical and Financial offers must be numbered.

Deadline: 12:00 noon, 26th of February 2024 Cairo Local Time

Address: SCU Headquarters, the building of the Supreme Council of Universities, Cairo University Campus, Giza, Egypt

II. PREPARATION OF BIDS

Please make sure your submitted offer adheres to the following criteria:

1. Bids/offers and any additional correspondence must be drawn up and prepared in **English** and Arabic. The English version prevails and will be the only evaluated version

2. The technical and financial proposals **MUST** bear the company's official letterhead, stamp and clearly identify the company.

Your submitted bid should comprise the following:

2.1 The Legal Documents:

Bidders shall provide scanned copies of the following:

- Tax card.
- Commercial or Industrial registration form not more than 3 months since the date of issuance.
- The registration Certificate for VAT.
- The Registration for the Electronic invoicing.

2.2 The Technical Offer

1. The bidder should fill and sign Annex E (the Compliance Statement of the Supplier) attached with the technical data sheet that proves compliance.

2. **Delivery period:** The meters must be delivered to the jobsites (Universities) within two (2) Calendar months following the contract signature date between the two parties of the contract.

3. **Warranty:** The bidder shall include defects and liability period with terms of warranty. The warranty period for the supplied goods shall **not** be less than five (5) years.

2.3 The Financial Offer

4. The financial offer should adhere to the following table and criteria:

#	Item Description	Unit	Qty.	Unit Price without VAT (EGP)	Total Price without VAT (EGP)
1	<p><u>Three-Phase Energy Monitoring Meter:</u></p> <p>Supply, install, test, commissioned and set into operation three phase energy monitoring meters in full compliance with the technical specifications, codes, and standards of this ToR.</p> <p>Each meter shall be mounted in a separate panel fitted close to each Main Distribution Board (MDB) enabling the shortest distance for wiring the voltage and current leads. The installation must be complete, including any miscellaneous material needed (e.g. wiring, etc.).</p>	Number	95		
2	<p>Supply and install split core current transformers (1 set composed of 3 CTs) in compliance with specifications, codes, and standards of this ToR.</p> <p>1) Split Core Current Transformers of 600/5 A, 380 Vac,</p>	Set	28		

#	Item Description	Unit	Qty.	Unit Price without VAT (EGP)	Total Price without VAT (EGP)
	50 Hz. 2) Split Core Current Transformers of 800/5 A, 380 Vac, 50 Hz. 3) Split Core Current Transformers of 1000/5 A, 380 Vac, 50 Hz. 4) Split Core Current Transformers of 2000/5 A, 380 Vac, 50 Hz.	Set Set Set	33 24 10		
3	Option: Supply and install flexible core current transformers (1 set composed of 3 CTs) in compliance with specifications, codes, and standards of this ToR. 1) Flexible Core Current Transformers of 600/5 A, 380 Vac, 50 Hz. 2) Flexible Core Current Transformers of 800/5 A, 380 Vac, 50 Hz. 3) Flexible Core Current Transformers of 1000/5 A, 380 Vac, 50 Hz. 4) Flexible Core Current Transformers of 2000/5 A, 380 Vac, 50 Hz.	Set Set Set Set	28 33 24 10		

#	Item Description	Unit	Qty.	Unit Price without VAT (EGP)	Total Price without VAT (EGP)
	Total w/o Value Added Tax (VAT) – (EGP)				
	VAT (.....%) - EGP				
	Total w VAT - EGP				

Criteria

1. Prices should be indicated in **Egyptian Pound (EGP)** unless indicated otherwise.
2. The following details shall be provided for each item:
 - Unit price: The bidder shall indicate the unit price without VAT.
 - Total price: The bidder shall also indicate the total price without VAT for all required items including cost of delivery, installation, configuration, training and transportation, if applicable. Failure to comply with this condition may result in disqualification of offer.
 - VAT cost shall be indicated separately.
3. The financial offer should be valid for **at least 45 calendar days** from the deadline of submission.
4. The cost of preparing a bid, including any related travel, is not reimbursable nor can it be included as a direct cost in the financial proposal.

2.4 Tender Guarantee:

The tender guarantee, for an amount of [35,000 EGP] must be provided to the SCU.

The following address and data must be included in the LOG:

THE SUPREME COUNCIL OF UNIVERSITIES
The Energy Efficiency in Public Buildings (Universities) Project
Address: SCU Headquarters, the building of the Supreme Council of Universities, Cairo University Campus, Giza, Egypt
Email: ghada_bassioni@eng.asu.edu.eg
Procure Energy Monitoring Meters for the Energy Efficiency in Public Buildings (Universities)
Invitation to Bid: No. SCU_2

Essential requirements for the LoG are:

The tender guarantee must remain valid for 90 days beyond the deadline for submission of tenders. Tender guarantees provided by tenders not selected shall be released not later than 30 days after the contract signing. The tender guarantee of the successful tenderer shall be released on the signing of the contract once the performance guarantee has been submitted.

The bidder must present a proof of the tender guarantee in the technical envelope which they participate in.

III. EVALUATION OF BIDS

In the opening session the tender committee will open the received bids to investigate:

- The administrative compliance of the offers.
- The existence of the Bid Guarantee
- the technical compliance against the Specifications required which shall be checked in front of all attendees.

Suppliers who provide complete legal documents meet the compliance statement and the tender guarantee will compete for the next stage.

The next stage will check the price quotations to determine the least price to be nominated.

IV. PAYMENT TERMS

1. Upon the supplier is awarded this bid and before the contract signature, the supplier shall issue a Performance Letter of Guarantee (LG) at 15% of the total value of this bid. This LG shall be unconditional and for 90 days. The Bid Guarantee shall be returned to the supplier.
2. Upon the supplier's completion of tasks and set into operation the meters in the universities, the supplier shall submit all acceptance certificates from the universities accompanied with an invoice reflecting all the actual meters that were installed and accepted by the universities and all the associated taxes and duties imposed on the items of the invoice.
3. The supplier shall receive the Practical completion certificate from SCU and submit a one-year warranty in anticipation for the final acceptance certificate.
4. Upon the supplier recipient of the Practical Completion Certificate, the SCU shall pay 85% of the total contract amount to the supplier, upon the issuance of the respective invoice, and return the Performance Letter of Guarantee. The remaining 15% of the total contract amount shall be retained for one year as a guarantee (from the date of the practical completion certificate).
5. All taxes and duties related to the cost of this tender will be covered by SCU as own contribution. Therefore, the bidders should show all taxes in an extra position.
6. After one year from the practical completion certificate, if the meters continue to perform as specified, the SCU shall pay in full the retained amount and hand-over the final acceptance certificate.

V. BIDDING TERMS

1. SCU has the right to modify the contract quantities during signing the contract with the same unit rate submitted in the offer by +/- 25%.
2. Interested companies/bidders and any consultants working on their behalf are explicitly prohibited from discussing with SCU 'S CONSULATNAT and their staff members any issues that are related to the project or the awarding procedure except through the clarification by mail on the time set for that in article 1.2.
3. **By participating in this bid the Bidder confirms the acceptance of these terms and conditions.**
4. The Contracting Authority will make its best effort to complete the evaluation within the Proposal's validity period. However, should the need arise, the Contracting Authority may request, in writing, all tenderers who submitted Proposals prior to the submission deadline to extend the Proposals' validity period for a specific number of days, which may not exceed 40 days.
5. If the tenderer agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal.
6. The tenderer has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.
7. The successful tenderer must maintain its tender for a further 60 days from the date of notification that its tender has been selected for the contract.

Annex A - Technical Specifications
Three-Phase Energy Monitoring Meters
in Public Buildings (Universities) Project

1. INTRODUCTION

This Annex concerns the technical specifications for the meters and their auxiliaries to be supplied, installed, commissioned, and set into operations to perform the requirements of these meters.

2. THREE-PHASE ENERGY MONITORING METERS – SUPPLIERS' SCOPE OF WORK

The required is a complete multifunction energy meter for electrical system monitoring, mainly targeting measurement of basic electrical parameters and energy consumptions with digital data logging and transfer/downloading of logged data in standard applied format, i.e. excel, for different analysis, comparisons, and reporting.

The supplier shall consider the low voltage (380 Vac, 50 Hz, 3 phase – 4 wire system) energy meters of indirect connection type (through current transformers) to be supplied at jobsite, installed, commissioned, and set into operation. The meters with their associated current transformers (CTs) shall be delivered to 18 universities at different locations in Egypt as shown later in the distribution list.

Each meter shall include suitable CTs to interface with high current circuits and the meter to be set by the supplier for each CT ratio. Each meter shall be equipped with set of current transformers (Qty. 3) that should match the rating of the actual loading in terms of xxx/5 A ratio as indicated in the distribution list.

The meters shall be able to store the data and to export this data through Communication Protocols such as Modbus RTU through Communication interface RS485, equivalent serial ports and Modbus TCP/IP for ethernet through Communication interface – RJ45 or equivalent for data transfer/downloading. In addition to this, the meter should have the capability of measured data logging and downloading facility of the stored data to flash memory or laptop. The supplier shall be committed to supplying and configuring the relevant software for data communication and transfer remotely and domestically in case the client does have a network to connect with.

3. SITE CONDITIONS

The meters and all associated components shall operate continuously under the following conditions.

Maximum Operating Temperature (°C)	55
Minimum Operating Temperature (°C)	-5
Maximum Storage Temperature (°C)	70
Minimum Storage Temperature (°C)	-25

4. CODES AND STANDARDS APPLICABLE

All material and equipment of the meters shall comply with the technical codes of the International Organization for Standardization (ISO) and with the recommendations of the International Electro Technical Commission (IEC) and the European Standards (EN), which apply to the electrical equipment.

The documents related the codes and standards that shall be followed in full compliance are;

EC 62052-11:2003	Electricity metering equipment (a.c.) – General requirements, tests, and test conditions – Part 11: Metering equipment
BS EN50470-1	Electricity metering equipment (a.c.) – General requirements, tests, and test conditions – Part 1: Metering equipment
IEC 62055	Part 21: Framework for standardization
BS EN50470-3	Electricity metering equipment (a.c.) - Part 3: Requirements – Static meters for active energy (class indexes A, B and C)
BS EN 61268	Alternating Current Static Var-Hour Meters for Reactive Energy (Classes 2 and 3)
IEC 62053-21:2003	Electricity metering equipment (a.c.) static watt hour meter for active energy meters class 1 & 2
IEC62053-22:2003	Electricity metering equipment (a.c.) – Particular requirements – Part 22: Static meters for active energy (classes 0,2 S and 0,5 S)
IEC 62053-23	Electricity metering equipment (a.c.) static watt hour meter for reactive energy meters class 2 & 3
IEC 60060	HV test technique
IEC 60068	Shock and vibration withstand
IEC 60387	Marking symbols standard
IEC 60529	Degree of protection
IEC 62054	Real Time Clock (RTC)

For any further codes and standards applied and not mentioned in the above list, the supplier shall submit this in the compliance data sheet that demonstrates all codes and standards followed.

5. METERS' PARAMETERS AND SPECIFICATIONS

The meter shall accommodate and conduct the following measurements:

Voltage Rating	:	Low Voltage Networks, 400 Vac – Three Phase, V _{LL} 380 Vac, Frequency 50 Hz.
Variation in Frequency	:	± 5%
Voltage Variation	:	+30% to -40%
Over Voltage Limits	:	The meter shall withstand up to 400 V (Phase to Neutral) continuously over 48 hours without damage or causing any deviation in the readings of the parameters.
Over Current Fuse		Required or equivalent protection considering internal and external protection level
<u>Measured Parameters</u>		
RMS Voltage/Current	:	Max., Min., and average over predetermined time interval per phase.
KW, kVA _r , kVA	:	Max., Min., and average over predetermined time interval
kWh, kVA _r h, kVAh		Max., Min., and average over predetermined time interval
Real Time Clock	:	Built in with backup battery not less than 3 years of operation.
Data Logging	:	Energy Parameters in accumulated mode, and Power Parameters based on the programed time intervals for recording.
Time Intervals for Data Logging	:	Adjustable/Programmable from 1-60 minutes.
Memory Storage Size	:	Should accommodate all measured parameters over one-minute interval for at least 8 weeks (about 2 months) with the events measured by the meter.
Communication	:	Meter shall be equipped with RS 485 Modbus, Ethernet RJ45 or any equivalent serial interface for Connection with local area networks for data

		transfer, or USB Port to transfer the data.
Data Transfer/Downloading		Downloaded data from the meter shall be in standard format, e.g., excel or any other readable standard format to enable data manipulation / analysis for reporting.
Input Leads to Meter		
Voltage	:	4-wire system for low voltage system
Current	:	Three inputs – 5 A each from CTs
Current Transformers	:	To be selected according to the current rating of the switch gear or the building current per phase. Clamp current transformers of 100/5 up to 1000/5 A. The accuracy shall be $\pm 0.5\%$.
Meter Display	:	<p>The display shall be LCD with backlite and clear visibility.</p> <p>The screen size shall accommodate three lines as minimum.</p> <p>The energy reading shall be minimum 8 digits.</p> <p>Other parameters shall be a minimum of 4 digits.</p> <p>A button shall be available to switch among the different menus and displayed readings.</p>
Meter Power Supply	:	Shall be 90-260 Vac, single phase, 50 Hz.

Annex B- BILL OF QUANTITIES

#	Item Description	Unit	Qty.
1	<p><u>Three-Phase Energy Monitoring Meter:</u></p> <p>Supply Three Phase Energy Monitoring Meters in full compliance with the technical specifications, codes, and standards of this ToR.</p> <p>Each meter shall be mounted in a separate panel fitted at or close to each Main Distribution Board (MDB) enabling the shortest distance for wiring the voltage and current leads. The panel should be IP4x for indoor installations and IP65 for outdoor installation. The installation must be complete, including the panel and any miscellaneous material needed (e.g. wiring, earthing, conduit, etc.).</p>	Number	95
2	<p>Supply split core current transformers (1 set composed of 3 CTs) in compliance with specifications, codes, and standards of this ToR.</p> <p>1. Split Core Current Transformers of 600/5 A, 380 Vac, 50 Hz.</p> <p>2. Split Core Current Transformers of 800/5 A, 380 Vac, 50 Hz.</p> <p>3. Split Core Current Transformers of 1000/5 A, 380 Vac, 50 Hz.</p> <p>4. Split Core Current Transformers of 2000/5 A, 380 Vac, 50 Hz.</p>	Set	28
		Set	33
		Set	24
		Set	10
3	<p>Option:</p> <p>Supply flexible core current transformers (1 set composed of 3 CTs) in compliance with specifications, codes, and standards of this ToR.</p> <p>1. Flexible Core Current Transformers of 600/5 A, 380 Vac, 50 Hz.</p> <p>2. Flexible Core Current Transformers of 800/5 A, 380 Vac, 50 Hz.</p> <p>3. Flexible Core Current Transformers of 1000/5 A, 380 Vac, 50 Hz.</p> <p>4. Flexible Core Current Transformers of 2000/5 A, 380 Vac, 50 Hz.</p>	Set	28
		Set	33
		Set	24
		Set	10

Annex C - Distribution List
Three-Phase Energy Monitoring Meters
in Public Buildings (Universities) Project

#	University	# of Buildings	# of MDB ¹	# of Meters	Assumed CTs Set Capacity (Amp.)			
					600	800	1000	2000
1	Cairo University Architectural Building Math	2	4	4	0	2	2	0
2	Dameitta University	1	1	1	0	0	1	0
3	Suez University	1	1	1	0	0	1	0
4	Helwan University Main Building Boys Dorm Building Girls Dorm Building	3	4	4	0	0	3	1
5	New Valley Agricuture Medicine	2	4	4	4	0	0	0
6	Aswan University B1, B2, B3	3	3	3	0	0	3	0
7	Banha University Engineering - Shoubra Commerce Education Nursing	4	4	4	0	0	4	0
8	Alarish University Electronic tests Medicine	2	6	6	0	6	0	0
9	Alexandria University Education International	3	17	3	3	0	0	0

¹ MDB: Main Distribution Board (Low Volatge)

#	University	# of Buildings	# of MDB ¹	# of Meters	Assumed CTs Set Capacity (Amp.)			
					600	800	1000	2000
	Education Engineering							
10	Assuit University Electricity Dept. Building Sewage Pumping Architectural Admin Building Labs for Electrical Dept. Building C	7	9	9	4	1	X`0	4
11	Elfayoum Building 1 Building 2 Building 3	3	5	5	4	0	0	1
12	Mansoura University	5	5	5	0	5	0	0
13	Port Said University Admin Building Central Labs.	2	3	3	2	1	0	0
14	Suez Canal University Electronic Test Building Engineering Building	2	7	7	0	3	0	4
15	Minia University	3	3	6	3	3	0	0
16	Tanta University	3	3	3	3	0	0	0
17	Zagazig University	16	16	16	0	8	8	0
18	Ain Shams University	11	11	11	5	4	2	0
	Total	73	106	95	28	33	24	10

Annex D- Declaration of Undertaking

Procure Energy Monitoring Meters for the Energy Efficiency in Public Buildings (Universities)
Project: Reference Number: SCU_2 ("Contract")²

To: **Egyptian Supreme Council of Universities (SCU)** ("Project Executing Agency")

1. We recognise and accept that KfW only finances projects of the Project Executing Agency ("PEA")³ subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between KfW and our company, our Joint Venture or our Subcontractors under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Subcontractors under the Contract are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
 - 2.2) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations, the European Union or Germany for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
 - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country or in Germany for Sanctionable Practice in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
 - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex 1 countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix 1 to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex 1 countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity*);
 - 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
 - 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.

3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors under the Contract are in any of the following situations of conflict of interest:
 - 3.1) being an affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of KfW and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;
 - 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
 - 3.5) in the case of procurement of Works, Plant or Goods:
 - i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the PEA, which will inform KfW, any change in situation with regard to points 2 to 4 here above.
6. In the context of the Tender Process and performance of the corresponding Contract:
 - 6.1) neither we nor any of the members of our Joint Venture nor any of our Subcontractors under the Contract have engaged or will engage in any Sanctionable Practice during the Tender Process and in the case of being awarded a Contract will engage in any Sanctionable Practice during the performance of the Contract;
 - 6.2) neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
 - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation⁴ (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender based violence.
7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and KfW or an auditor appointed by either of them, and in the case of financing by the European

Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.

8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by the PEA and KfW.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of⁵: _____

Signature:

Dated:

Declaration of tax conformity – binding confirmation for legal persons

Name of company

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....

(Place)

.....

(Date)

.....

(Name of the contractor)

.....

(Signature(s))

Annex E: The Compliance Statement of the Supplier

Item Description	Compliant in Full	Not Compliant
<u>Site Conditions</u>		
Maximum Operating Temperature (°C) : 55		
Minimum Operating Temperature (°C) : -5		
Maximum Storage Temperature (°C) : 70		
Minimum Storage Temperature (°C) : -25		
<u>Codes and Standards:</u>		
<p>All devices and equipment shall follow the following standards:</p> <p>EC 62052-11:2003, BS EN50470-1, IEC 62055, BS EN50470-3, BS EN 61268, IEC 62053-21:2003, IEC62053-22:2003, IEC 62053-23, IEC 60529, IEC 62054</p>		
<u>Meter Specifications:</u>		
<u>Voltage Rating:</u> Low Voltage Networks, 400 Vac – Three Phase, V_{LL} 380 Vac, Frequency 50 Hz.		
<u>Variation in Frequency:</u> ± 5%		
<u>Voltage Variation:</u> +30% to -40%		
<u>Over Voltage Limits:</u> The meter shall withstand up to 400 V (Phase to Neutral) continuously over 48 hours without damage or causing		

any deviation in the readings of the parameters.		
Over Current Fuse: Required or equivalent protection		
<u>Measured Parameters</u>		
<u>RMS Voltage/Current:</u> Max., Min., and average over predetermined time interval per phase.		
<u>KW, kVA_r, kVA:</u> Max., Min., and average over predetermined time interval.		
<u>kWh, kVA_rh, kVAh:</u> Max., Min., and average over predetermined time.		
<u>Real Time Clock:</u> Built in with backup battery not less than 3 years of operation.		
<u>Data Logging:</u> Energy Parameters in accumulated mode, and Power Parameters based on the programmed time intervals for recording.		
<u>Time Intervals for Data Logging:</u> Adjustable/Programmable from 1-60 minutes.		
<u>Memory Storage Size:</u> Should accommodate all measured parameters over one-minute interval for at least 8 weeks (about 2 months) with the events measured by the meter.		
<u>Communication:</u> Meter shall be equipped with a direct method to copy and		

<p>transfer the data in a workable format through either RS 485 Modbus, Ethernet RJ45 for Connection with local area networks for data transfer, or USB Port to transfer the data.</p> <p>Downloaded data from the meter shall be in standard format, e.g., excel or any other readable standard format to enable data manipulation / analysis for reporting.</p>		
<p><u>Input Leads to Meter</u></p>		
<p><u>Voltage:</u> 4-wire system for low voltage system</p>		
<p><u>Current:</u> Three inputs – 5 A each from CTs</p>		
<p><u>Current Transformers:</u> To be selected according to the current rating of the switch gear or the building current per phase. Clamp current transformers of 100/5 up to 1000/5 A. The accuracy shall be $\pm 0.5\%$.</p>		
<p><u>Meter Display:</u> The display shall be LCD with a backlit and clear visibility. The screen size shall accommodate three lines as minimum. The energy reading shall be minimum 8 digits. Other parameters shall be a minimum of 4 digits. A button shall be available to switch among the different menus and displayed readings.</p>		
<p><u>Meter Power Supply:</u> Shall be 90-260 Vac, single</p>		

phase, 50 Hz.		
<p><u>Delivery of Equipment:</u> the supply of all devices/equipment shall be within one calendar month from signing the contract by both parties.</p>		

In case, any line item of this compliance statement is not fully compliant, the offer will be technically rejected.

This compliance statement shall be attached with technical data sheets for the devices/equipment to prove compliance.

Statement of Compliance:

By signing this statement, we certify that all the information provided in this sheet is true and represents the type of meter provided in our Quotation and all the meters that will be shipped in case of accepting our offer are new and unused.

Name: _____

In the capacity of: _____

Signature:

Dated: