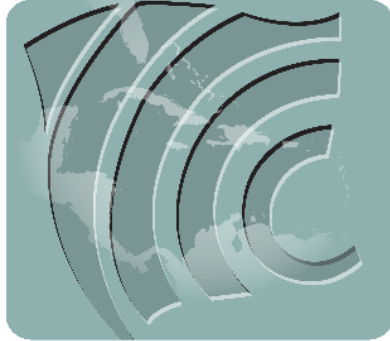


**CARIBBEAN COMMUNITY
CLIMATE CHANGE CENTER (CCCCC)**

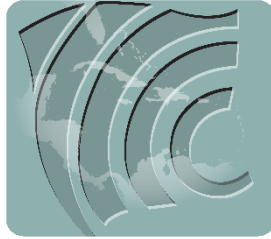


BIDDING DOCUMENTS

**“Design, Supply and Installation of a 75 kW
Solar Photovoltaic System at DOWASCO
Sewage Treatment Plant”**

**Funded by the Government of Italy and Implemented by the Caribbean
Community Climate Change Centre (CCCCC)**

June 2018



Procurement and Installation of:

**One 75 kW Solar Photovoltaic System
at DOWASCO Sewage Treatment
Plant**

ICB No: 20/2018/Italy/ Dominica/CCCCC

Project: Design, Supply and Installation of one (1) 75 kW grid-tied with battery backup Solar Photovoltaic (PV) System at the DOWASCO Sewage Treatment Plant

Purchaser: Caribbean Community Climate Change Centre (CCCCC)

**Country for delivery of Goods & Related Services:
Dominica**

Issued on: JUNE 15, 2018

Summary

Standard Bidding Documents (SBD) for Procurement of Goods

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

Section II. Bidding Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the lowest evaluated bid, and the Bidder's qualification requirements to perform the contract.

Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

Section VI. Fraud and Corruption and Prohibited Practices

PART 2 – SUPPLY REQUIREMENTS

Section VII. Schedule of Requirements

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONTRACT

Section VIII. General Conditions of Contract (GCC)

This Section includes the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

Section IX. Special Conditions of Contract (SCC)

This Section includes clauses specific to each contract that modify or supplement Section VIII, General Conditions of Contract.

Section X: Contract Forms

This Section includes the form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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PART 1 BIDDING PROCEDURES

SECTION I. INSTRUCTIONS TO BIDDERS

A. GENERAL

1. *Scope of BID*

- 1.1 The Purchaser (The Centre) indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are specified in the BDS. The name, identification, and number of lots of are provided in the BDS.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.

2. *Source of Funds*

- 2.1 The Centre **specified in the BDS** has received grant resources from the Government of Italy toward the cost of the project **named in the BDS**. The Centre intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

3. *Fraud and Corruption and Prohibited Practices*

- 3.1 The Centre requires compliance with its policy in regard to fraud and corruption and prohibited practices as set forth in Section VI.

4. *Eligible Bidders*

- 4.1 A Bidder, and all parties constituting the Bidder, shall have nationality in any country, unless commercial relations with that country are prohibited by the Government of Italy.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
 - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

- 4.3 A Bidder, parent company, subsidiary, or previous form of organization constituted by or with any of the same individual(s) as principal(s), declared ineligible to be awarded a contract by the Centre, and is that is under a declaration of ineligibility during the period of time established by the Centre in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.
- 4.4 Government-owned enterprises in any Member State of the Centre shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of their Government.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. *Eligible Goods and Related Services*

- 5.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in accordance with Section V, Eligible Countries, except in the case indicated in Clause 4.1.
- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.
- 5.3 The criteria to determine the origin of the goods and services has been established in the Section V. Eligible Countries.

B. *CONTENTS OF BIDDING DOCUMENTS*

6. *Sections of Bidding Documents*

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1	Bidding Procedures Section I. Instructions to Bidders (ITB) Section II. Bidding Data Sheet (BDS) Section III. Evaluation and Qualification Criteria Section IV. Bidding Forms Section V. Eligible Countries Section VI. Fraud and Corruption and Prohibited Practices
PART 2	Supply Requirements Section VII. Schedule of Requirements
PART 3	Contract Section VIII. General Conditions of Contract (GCC) Section IX. Special Conditions of Contract (SCC) Section X. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. Clarification of Bidding Documents

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall publish its response on its website, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

8. Amendment of Bidding Documents

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

C. PREPARATION OF BIDS

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

- 11.1 The Bid shall comprise the following:
 - (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;

- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required; (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) any other document required in the BDS.

12. Bid Submission Form and Price Schedules

- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in **Section IV, Bidding Forms**. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Bidder shall submit the **Price Schedules for Goods and Related Services**, according to their origin as appropriate, using the forms furnished in **Section IV, Bidding Forms**.

13. Alternative Bids

- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the **Bid Submission Form** shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the **Bid Submission Form**.
- 14.5 The terms CIP, FCA, CPT and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in **Section IV, Bidding Forms**. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with **Section V Eligible Countries**. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with **Section V Eligible Countries**. Prices shall be entered in the following manner:
 - (a) **For Goods of origin in the Beneficiary's Country (Dominica):**
 - (i) the price of the Goods quoted CIP (named place of destination), in the Beneficiary's country as specified in the BDS, including all customs duties and

sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

- (ii) any Beneficiary's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder (a waiver of these may be obtained); and

(b) For Goods of origin outside the Beneficiary's Country (Dominica), to be imported:

- (i) the price of the Goods, quoted CIP (named place of destination), in the Beneficiary's Country, as specified in the BDS;
- (ii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place), if so specified in the BDS;

(c) For Goods of origin outside the Beneficiary's Country (Dominica), already imported:

- (i) the price of the Goods, quoted CIP (named place of destination), in the Beneficiary's country, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- (iii) the price of the Goods, quoted in CIP (named place of destination), in the Beneficiary's country, excluding the custom duties and other import taxes already paid or to be paid on the Goods already imported that is obtained as the difference between (i) and (ii) above;
- (iv) any Beneficiary's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder (a waiver of these may be obtained); and

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

- 15.1 The Bidder may quote in the currency of the Beneficiary's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Beneficiary's country, unless otherwise specified in the BDS.
- 15.2 The Bidder shall express the bid price in United States currency.

16. Documents Establishing the Eligibility of the Bidder

- 16.1 To establish their eligibility in accordance with **ITB Clause 4**, Bidders shall complete the Bid Submission Form, included in **Section IV, Bidding Forms**.

17. Documents Establishing the Eligibility of the Goods and Related Services

- 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in **Section IV, Bidding Forms**.

18. Documents Establishing the Conformity of the Goods and Related Services

- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specifications, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Beneficiary.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. Documents Establishing the Qualifications of the Bidder

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the **Manufacturer's Authorization** using the form included in **Section IV, Bidding Forms** to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Beneficiary's Country;
 - (b) that, if required in the BDS, in case of a Bidder not doing business within the Beneficiary's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's

maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

- (c) that the Bidder meets each of the qualification criterion specified in **Section III, Evaluation and Qualification Criteria.**

20. *Period of Validity of Bids*

- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.
- 20.3 In the case of fixed price contracts, if the award is delayed by a period **exceeding fifty-six (56) days** beyond the expiry of the initial bid validity, the Contract price may be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. *Bid Security*

- 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS.
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in United States currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
 - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;
- 21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub- Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

- 21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.
- 21.6 The Bid Security or Bid Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.
- 21.7 If a bid security is **not required in the BDS**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;
- the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. SUBMISSION AND OPENING OF BIDS

23. Submission, Sealing and Marking of Bids

- 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “Original” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.
 - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 23.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Bidder;

- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
 - (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the BDS; and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

24. *Deadline for Submission of Bids*

- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. *Late Bids*

- 25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. *Withdrawal, Substitution, and Modification of Bids*

- 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," or "Modification;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27. *Bid Opening*

- 27.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as specified in the BDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the

withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E. Evaluation and Comparison of Bids

28. Confidentiality

- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance

of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

30. Responsiveness of Bids

- 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

- 31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) 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 the Purchaser 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;
 - (b) 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
 - (c) 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 (a) and (b) above.
- 31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

32. Preliminary Examination of Bids

- 32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
 - (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

33. Examination of Terms and Conditions; Technical Evaluation

- 33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VII, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

34. Conversion to Single Currency

- 34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.

35. Domestic Preference

- 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise specified in the BDS.

36. Evaluation of Bids

- 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;

- (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.
- 36.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

37. Comparison of Bids

- 37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

38. Post-qualification of the Bidder

- 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

- 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

40. Award Criteria

40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

41. Purchaser's Right to Vary Quantities at Time of Award

41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. Notification of Award

42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

42.3 The Purchaser shall publish on the Centre's website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

43. Signing of Contract

43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any

formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

44. Performance Security

- 44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.

- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

SECTION II. BIDDING DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <i>Caribbean Community Climate Change Centre (the Centre)</i>
ITB 1.1	The name and identification number of the ICB are: <i>Contract #20/2018/Italy/Dominica/CCCCC– “Supply and Installation of a 75 kW Solar Photovoltaic System at DOWASCO Sewage Treatment Plant”</i>
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser’s address is: <i>Caribbean Community Climate Change Centre 2nd Floor, Lawrence Nicholas Building Ring Road, Belmopan BELIZE</i> Telephone: <i>501-822-1094, 822-1104</i> Facsimile number: <i>501-822-1365</i> Attention: <i>Ms. Maxine Alexander Nestor, Procurement Officer</i> Electronic mail address: <i>procurement@caribbeanclimate.bz</i> Requests for clarification should be received by the Centre no later than: <i><u>Monday, 2nd July 2018.</u></i>
	C. Preparation of Bids
ITB 10.1	The language of the bid is: <i>English</i> All correspondence exchange shall be in <i>English</i> language. Language for translation of supporting documents and printed literature is <i>English</i> .

<p>ITB 11.1 (h)</p>	<p>The Bidder shall submit the following additional documents in its bid:</p> <p>General Documentation:</p> <ul style="list-style-type: none"> (a) Written confirmation authorizing the signatory of the Bid to commit the Bidder (power of attorney); (b) Copy of the bidder's certificate of registration / incorporation; (c) JOINT VENTURE IDENTIFICATION – If a Bidder is a joint venture (JV), identification of all individual firms in the JV, consortium of association and written declaration endorsed by each party that all parties are jointly and severally liable. (d) Audited financial statements of the bidder for the last three years (2014, 2015 and 2016); (e) Documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid, including <i>Manufacturer's Authorization</i>; (f) QUALIFICATION AND EXPERIENCE OF FIRM AND PERSONNEL: As specified at Post qualification Requirements; and (g) Description of warranty conditions which must be in accordance with the 28 of the General Conditions of Contract. <p>Technical offer:</p> <ul style="list-style-type: none"> (a) Documentary evidence, including brochures and pictures, to establish that the Goods conform to the Technical Specifications included in the Bidding Documents. (b) TECHNICAL LITERATURE - Supporting technical literature for each item in the package. (c) CLARIFICATION OF NEW GOODS - Certification that the goods offered are of reliable workmanship and conform to acceptable technical standards and the Technical Specifications; are new; are safe and suitable for operation in Dominica; the manufacture of the said goods meets ISO Standards. (d) Proof of manufacturer's testing of all components as set out in the technical specifications <p>Financial offer:</p> <p>A financial offer calculated on a basis of CIP for the supplies tendered as per Applicable Price Schedules.</p>
<p>ITB 11.2</p>	<p>Maximum number of members in the JV shall be: Three (3)</p>
<p>ITB 13.1</p>	<p>Alternative Bids shall not be considered.</p>
<p>ITB 14.5</p>	<p>The Incoterms edition is: <i>Incoterms 2010</i>.</p>
<p>ITB 14.6 (a)(i), (b)(i) and (c)(iii)</p>	<p>Place of Destination: Roseau</p>
<p>ITB 14.6 (b) (ii)</p>	<p>In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Dominica shall be quoted: CIP</p>

ITB 14.6 (d)	"Final destination (Project Site)": DOWASCO Sewage Treatment Plant
ITB 14.7	The prices quoted by the Bidder shall not be adjustable.
ITB 14.8	Prices quoted for each item shall correspond to 100% percent of the quantities specified.
ITB 15.1	The prices shall be quoted by the bidder in: United States Currency (US) . The Bidder is not required to quote in Eastern Caribbean currency the portion of the bid price that corresponds to expenditures incurred in that currency but may choose to so do.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 25 years
ITB 19.1 (a)	Manufacturer's authorization is: Required
ITB 19.1 (b)	After sales service is: Required
ITB 20.1	The bid validity period shall until: November 9th 2018 .
ITB 21.1	A Bid Security shall NOT be required but Bidders SHALL furnish a Bid-Securing Declaration as part of its bid. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
ITB 21.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Centre will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of five (5) years.
ITB 22.1	In addition to the original of the bid, the number of copies is: Two
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: written confirmation authorizing the signatory of the Bid to commit the Bidder, such as a power of attorney or duly signed Board resolution.
	D. Submission and Opening of Bids
ITB 23.1	Bidders SHALL have the option of submitting their bids electronically.
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: i) Bids must be submitted as one (1) single PDF file to the email address procurement@caribbeanclimate.bz. ii) The subject matter of the email must read: "75 kW Solar PV System at DOWASCO". iii) Bids must be secured with a password. Such password must be emailed to mnestor@caribbeanclimate.bz no later than 15 minutes prior to the deadline for bid submission. The subject matter for email containing password must read: "75 kW Solar PV System at DOWASCO [bidder's name]"

<p>ITB 23.2 (c)</p>	<p>The inner and outer envelopes shall bear the following additional identification marks: The outer and inner envelopes: <i>ICB No: 20/2018/Italy/ Dominica/CCCCC</i> <i>“Supply and Installation of a 75 kW Solar Photovoltaic System at DOWASCO Sewage Treatment Plant”</i></p>
<p>ITB 24.1</p>	<p>For bid submission purposes only, the Centre’s address is:</p> <p style="text-align: center;"><i>Caribbean Community Climate Change Centre 2nd Floor, Lawrence Nicholas Building Ring Road, Belmopan BELIZE</i></p> <p>Telephone: 501-822-1094, 822-1104 Facsimile number: 501-822-1365 Attention: Ms. Maxine Alexander Nestor, Procurement Officer</p> <p>The deadline for bid submission is: Date: Thursday 12th July, 2018 Time: 2:00 p.m. (GMT- 6)</p>
<p>ITB 27.1</p>	<p>The bid opening shall take place at:</p> <p style="text-align: center;"><i>Caribbean Community Climate Change Centre 2nd Floor, Lawrence Nicholas Building Ring Road, Belmopan BELIZE</i></p> <p>Date: Thursday 12th July, 2018 Time: 2:15 p.m. (GMT- 6)</p> <p>NB: Bidders or their representatives are invited to attend the bid opening</p>
<p>ITB 27.1</p>	<p>If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <i>Bids submitted electronically will be printed and read out the opening.</i></p>
<p>E. Evaluation and Comparison of Bids</p>	
<p>ITB 34.1</p>	<p>Bid prices expressed in different currencies shall be converted in: <i>United States Dollars.</i></p> <p>The source of exchange rate shall be: https://www.oanda.com/currency/converter/ The date for the exchange rate shall be: Thursday 12th July, 2018</p>
<p>ITB 35.1</p>	<p>Domestic preference shall not be a bid evaluation factor.</p>
<p>ITB 36.3(a)</p>	<p>Evaluation will be based on full responsiveness to the technical requirements. In addition, bidders will be evaluated on the <u>installed</u> Unit Price per kW taking into consideration the use of the total budget and the utilization of the roof space provided.</p>

<p>ITB 36.3(d)</p>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: NO (b) The cost of major replacement components, mandatory spare parts, and service: NO. (c) The availability in the Dominica of spare parts and after-sales services for the equipment offered in the bid: NO (d) the projected operating and maintenance costs during the life of the equipment - NO (e) the performance and productivity of the equipment offered - NO
<p>F. Award of Contract</p>	
<p>ITB 41.1</p>	<p>The maximum percentage by which performance quantities may be increased is: Not Applicable</p> <p>The maximum percentage by which performance quantities may be decreased is: Not Applicable</p> <p>NB. Performance Requirement is based on stated expected output</p>

SECTION III. EVALUATION AND QUALIFICATION CRITERIA

1. *Domestic Preference*

ITB 35.1

1.1 **NOT APPLICABLE**

2. *Evaluation Criteria – NOT APPLICABLE*

ITB 36.3 (d)

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub- Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

2.1 Delivery schedule. (per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 36.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Delivery Schedule.

2.2 Deviation in payment schedule.

2.3 Cost of major replacement components, mandatory spare parts, and service.

2.4 Availability in the Dominica of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Beneficiary of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 36.3(d) and (e), if quoted separately, shall be added to the bid price, for evaluation purposes only.

2.5 Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 36.3(d) and (e).

2.6 Performance and productivity of the equipment.

2.7 Specific additional criteria

3. **Multiple Contracts**

ITB 36.6

The Purchaser shall award the contract to the Bidder that offers the lowest evaluated bids and meets the post-qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate bids that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.8
- (b) take into account:
 - (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"

4. **Post-qualification Requirements**

ITB 38.2

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

- (a) **Financial Capability:** The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):
 - i) Average Profitability ratio
 - ii) Debt to equity (Average indebtedness)
 - iii) Liquidity ratio
- (b) **Experience and Technical Capacity:** The successful Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):
 - ≥ Five (5) years' specific experience in projects of similar scope and specificity. The firm should also demonstrate a capacity to field and manage a team with at a minimum the following qualifications and expertise:
 - 1. Project Manager - a qualified/registered engineer or related discipline
 - a) ≥5 years' proven experience in PV installation
 - b) experience in electrical/solar design
 - c) Experience in similar projects within last five years and contract value
 - 2. Licensed Electricians
 - a) License number
 - b) ≥5 years' proven experience in field
 - c) Experience in similar projects within last 5 years and contract value

3. Certified Installers – specify certification
 - a) ≥ 5 years' proven experience in PV installation with experience in power supply, electrical wiring
 - b) Experience in similar projects within last five years and contract value
- (c) The Bidder shall furnish documentary evidence to demonstrate that the Goods/systems it offers meet the following usage requirement:
- i) DOMLEC's Grid connection requirements.
 - ii) Minimum standards for electrical systems in Dominica.
 - iii) Systems ratings compliance – IEC/TC: 2007-12 - or substantially equivalent
 - iv) IEE Compliance - or substantially equivalent

Post Qualification Requirements

Post Qualification Criteria	Minimum Requirement
Average Profitability Ratio over 3 consecutive years	Equal to or greater than 1.0
Debt to equity ratio (Average indebtedness ratio) over 3 consecutive years	equal to or less than 1
Liquidity Ratio over 3 consecutive years	equal to or greater than 1.0
<p>1. Specific experience in projects of similar scope and specificity. The firm should also demonstrate a capacity to field and manage a team with <u>at a minimum</u> the following qualifications and expertise:</p> <p>2. Project Manager - a qualified/registered engineer or related discipline</p> <p style="padding-left: 40px;">b) experience in electrical/solar design</p> <p style="padding-left: 40px;">c) Experience in similar projects within last five years and contract value</p> <p>3. Licensed Electricians</p> <p style="padding-left: 40px;">Experience in similar projects</p> <p>4. Certified Installers</p>	<p>a) ≥ Five (5) years' proven experience</p> <p>b) ≥ Five (5) years' proven experience</p> <p>a) License number</p> <p>b) ≥5 years' proven experience in field within last 5 years and contract value</p> <p>c) specify certification</p> <p>d) Experience in similar projects within last five years and contract value</p> <p>e) similar projects within last five years and contract value</p> <p>f) ≥5 years' proven experience in PV installation with experience in power supply, electrical wiring certification</p>

Post Qualification Criteria	Minimum Requirement
5. The Bidder shall furnish documentary evidence to demonstrate that the Goods/systems it offers meet the following usage requirement:	a) DOMLEC's Grid connection requirements. b) Minimum standards for electrical systems in Dominica, including - 230 -240 Volts with a cycle of 50 Hz and for the three phase 380-415 Volts.

SECTION IV. BIDDING FORMS

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions 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 Bid Submission]*

ICB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder'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> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below]

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

ICB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder'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 Part 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> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Bid Submission Form

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

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

ICB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:
 - Discounts** - If our bid is accepted, the following discounts shall apply: *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*
 - Methodology of Application of the Discounts** - The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries of the IDB and EU *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Centre, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) We have do not have any outstanding sanctions from the Centre or any other International Financial Institution.
- (k) We will use our best efforts to assist the Centre in any investigation.
- (l) We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(m) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on *[insert date of signing]*

PRICE SCHEDULE FORMS

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

Price Schedule: Goods Manufactured Outside Dominica, to be Imported

(Group C bids, goods to be imported)						Date: _____
Currencies in accordance with ITB Sub-Clause 15						ICB No: _____
						Alternative No: _____
						Page N ____ of ____
1	2	3	4	5	6	7
Line Item N	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.6(b)(i)	CIP Total Price per line item (Col. 5x6)
<i>[insert # of item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert # of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>
					Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Schedule: Goods Manufactured Outside Dominica, already imported

(Group C bids, Goods already imported)

Currencies in accordance with ITB Sub-Clause 15

Date: _____

ICB No: _____

Page N ___ of ___

1	2	3	4		5	6	7	8	9	10
Line Item N	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) , <i>[to be supported by documents]</i>	Unit Price CIP net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price CIP per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 58)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit CIP price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit CIP price net of custom duties and import taxes]</i>	<i>[insert CIP price per line item net of custom duties and import taxes]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	
									Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price Schedule: Goods Manufactured in Dominica

Beneficiary's Country is Dominica		(Group A and B bids)		Date: _____				
_____		Currencies in accordance with ITB Sub-Clause 15		ICB No: _____				
				Page N ___ of ___				
1	2	3	4	5	6	7	8	
Line Item N	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP (named place of destination)	Total CIP price per line item (Col. 45)	Cost of local labour, raw materials and components from of origin in Dominica % of Col. 5	Sales and other taxes payable per item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert CIP unit price]</i>	<i>[insert total CIP price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within Dominica as a % of the CIP price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15

Date: _____

ICB No: _____

Page N ___ of ___

1	2	3	4	5	6	7
Service N	Description of Services (excludes inland transportation and other services required in Dominica to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Form of Bid-Securing Declaration

Date: _____

ICB No.: _____

To:

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding, or submitting Proposals in any contract with the Caribbean Community Climate Change Centre (the Centre) for the period of time of **five (5) years** starting on **date of breach**, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Centre during the period of Bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

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

ICB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on *[insert date of signing]*

SECTION V. ELIGIBLE COUNTRIES

There are no restrictions on the nationality of Bidders.

SECTION VI. CENTRE'S POLICY - CORRUPT AND FRAUDULENT PRACTICES

The Centre requires that all individuals bidding for or participating in a project executed by the Centre including, *inter alia* bidders, suppliers, contractors, consultants, and concessionaries (including their respective officers, employers and agents), adhere to the highest ethical standards, and report to the Centre all suspected acts of fraud or corruption of which they have knowledge or become aware both during the bidding process and throughout negotiation or execution of a contract. Fraud and corruption are prohibited.

Fraud and corruption include acts of:

- (i) corrupt practice;
- (ii) fraudulent practice;
- (iii) coercive practice;
- (iv) collusive practice.

The definitions set forth below involve the most common types of fraud and corruption, but are not exhaustive. For this reason, the Centre shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list.

- (a) In pursuance of this policy, the following terms are defined:
- (b) *Corrupt practice* is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party;
 - (i) A *fraudulent practice* is any act or omission, including a misrepresentation, which misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
 - (ii) A *coercive practice* is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the actions of a party; and
 - (iii) A *collusive practice* is an arrangement between two or more parties designed to achieve an improper purpose, including: to influence improperly the actions of another party.
- (c) If, it is demonstrated that any firm, entity or individual bidding for or participating in a Centre-financed project including, bidders, suppliers, contractors, sub-contractors, consultants and concessionaires, or including respective officers, employees, and agents of the Centre has engaged in an act or acts of fraud or corruption, the Centre may:
 - (i) withdraw offer for award of contract for works, goods, and related services
 - (ii) suspend disbursement for the operation already in progress
 - (iii) prohibit an individual, entity or firm , either permanently or for a stated

period of time, from being awarded or participating in contracts pertaining to projects executed by the Centre except under such conditions as the Centre deems to be appropriate;

PART II SUPPLY REQUIREMENTS

SECTION VII SCHEDULE OF REQUIREMENTS

BACKGROUND

DOWASCO has available approximately 5,262 square feet of roof space on its Sewage Treatment Plant building to install solar PV panels to generate electricity both for self- consumption and to sell the excess to the grid.

The purpose of this contract is to Supply and Install one 75 kW Grid Tied Solar Photovoltaic Systems on DOWASCO's Sewage Treatment Plant with the aim of generating a minimum of 114,400 kWh of energy per annum, consistent with local utility interconnection requirements.

Table 1: Technical Specifications for Hybrid PV system

System Requirements	Specifications
Grid-Tied System Size	75 kW
Solar Panels	287 x 260 Watts
Mounting Arrangements	Sub-framing, mounting and brackets
Inverter Type	75 kW Grid-Tied
Battery	Battery Backup Bank with Charge Controller
Accessories	Wiring, Conduits, Load Centre, Combiner Boxes, etc.
Land Area Required for Mounting	5,262 Square feet

The installation of PVs is estimated to be completed over a two (2) month period commencing in **early October, 2018** with a completion date no later than **early December 2018**. The bidder may increase the amount of energy output based on the available roof surface and considering the expected Minimum System Output per annum.

Bidders will be evaluated based on the lowest Unit Price per kW installed. The Unit Price per kW must include all associated costs, including, but not limited to transportation, customs clearance, and insurance.

PROJECT SCOPE

The scope of the contract is the supply and installation of **aminimum** of 75 kW of Grid Tied Solar Photovoltaic (PV) System at DOWASCO Baytown Sewage Treatment Plant. The selected supplier will be responsible under contract for sourcing the PV system, including battery pack, inverters and accessories from a reputable source country and shipping the same to Dominica. The PV system will be installed at the designated DOWASCO site on land and or rooftops of buildings provided by and owned by DOWASCO.

Training and capacity building support will be provided to selected participants from DOWASCO and other stakeholders in the operation and maintenance of the PV System. The training will be provided by the contracted supplier of the PV system and will target up to twelve (12) participants from DOWASCO and other related energy agencies.

The installation and testing of the system will be included in the contract of the selected supplier. Inter-connection with the national electricity grid will be done in accordance with the power purchase agreement to be signed with DOMLEC and in accordance with the national regulatory requirements.

Following testing and connection, the system will be commissioned by the contractor and delivered as operational and providing the 75 kW of power to the sewerage treatment plant.

PERFORMANCE

Certain performance requirements, materials, features and design requirements are specified herein. It is not the intention of these specifications to specify in complete detail the various components of the equipment; this is left to the experience and practice of the Bidder who must furnish equipment, which must meet in all respects, the specified requirement in regard to performance, durability and satisfactory operation. However, certain features, materials and design requirements are specified and intended to establish **minimum standards** for the work.

The equipment offered must conform in all respects to high standards of engineering, design and workmanship and be capable of performing in commercial operation up to the guarantee/warranty stated in this document in a manner also stated in said section. Additional accessories used for satisfactory operation and completeness must be provided as part of this Bid.

The term photovoltaic (PV) system refers to major equipment items such as PV modules, array structures and foundations, all required electrical equipment and connections, and a DC/AC inverter. Additional equipment includes wiring, connectors, protective devices (such as surge suppression, overcurrent devices, etc.), grounding, junction boxes and enclosures, controls, instrumentation, and all other items needed for a safe and fully functional utility interactive PV system.

The system must meet the minimum performance requirements as specified in the **Schedule of Requirements Section VII**, and the bidder/contractor must demonstrate system performance per the requirements identified herein to the satisfaction of the PURCHASER as a condition of acceptance.

TRAINING

A necessary training and sensitization component is to be provided to maintenance/management staff of the beneficiary, DOWASCO. This will include but not be limited to:

- a) Description of solar PV system and its major components.
- b) Location and Identification of all components, wiring and conduits.
- c) A method of showing/determining how the system is working/producing.
- d) Identification of shut-down/isolation equipment in case of a faults/error.
- e) How to read production of kWh from the system.

List of Goods and Works and Delivery Schedule

Line Item N	Description of Goods and Works	Quantity	Physical unit	Named place of Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be specified by the bidder]
1	Grid tied PV System with the capacity to generate a total of 75 kW of energy, together with optimal battery storage based on the capacity of the PV system, load of the plant, operating time and duration of operation of various equipment.	Quantity is dependent on PVs ability to meet performance standards	Panels and number of batteries	Dominica Water and Sewerage Authority (DOWASCO) Baytown Sewage Treatment Plant, Roseau, DOMINICA	N/A	Latest delivery date for purposes of installation is early December 2018.	[insert the number of days following the date of effectiveness the Contract]

List of Related Services and Completion Schedule

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
Design	Design the PV system based on the Technical Specifications provided.	1	Drawing	Supplier home base	
Installation of PV system	Ground and roof mounted	1	No. of Days	Dominica Water and Sewerage Authority (DOWASCO) Baytown Sewage Treatment Plant, Roseau, DOMINICA	Early December 2018
Training	Training and capacity building support will be provided to selected participants from DOWASCO and other stakeholders in the operation and maintenance of the PV System.	1	No. of Days		Early December 2018
Civil works	Construction of storage facility for battery bank and inverter.	1	Square feet		Early December 2018

Technical Specifications

The systems must meet the minimum performance requirements as specified, and the bidder/contractor must demonstrate system performance per the requirements identified herein to the satisfaction of the PURCHASER as a condition of acceptance.

Table 1: MINIMUM PERFORMANCE STANDARDS

Technical Standards
1. All components shall be at minimum Underwriters Laboratories (UL) listed and conform to regulatory guidelines
2. All components must be warrantied for a minimum of 25 years (panels) and 11 years (inverter and other related components)
3. A maintenance contract may be entered into between the beneficiary and the bidder/contractor for the lifecycle of the system separate from this contract.
4. Minimum output of the system shall be specified, guaranteed and warrantied.
5. The system must be able to withstand Category 3 hurricane winds or higher. Calculations showing the appropriate mounting methods to be used shall be submitted before work is commenced.
6. A minimum border of 2 ft from the edge of all roof space shall be applied.
7. Access to all junction boxes, conduit and the solar PV panels must be available at all times. Walkway space with a minimum of 1 ft between every two rows shall be applied for roof-mounted systems, and 2 ft for ballast systems - ground- mounted or otherwise.
8. Minimum expected outputs are suggested for each system; these must be adhered to and/or surpassed.
9. The rating of the system shall consist of the total sum of the power rating of the inverter or the solar PV panels, whichever is the less.
10. The rating of the system shall conform to the IEE standard
11. Wherever possible system orientation should face south. Where this is not possible, the bidder/contractor must position the PV modules in such a manner that the maximum power is obtained with the sun's movements during the day.
12. The systems must meet safety and workmanship standards. Guarantee of Workmanship to surpass IEE Regulations.

13. Manufacturer's authorisation must be provided.
14. After sales service for a period of 3 years must be provided via virtual means, if necessary. Accessible in/from the beneficiary's country (DOMINICA).
15. Guaranteed expected output of the system in kWh/ per month must be maintained. The system should experience no more than 20% degradation in 25 years
16. Contractor shall be guided by the management of the beneficiary in respect of availability of work site, timeframe of installation, and disposal of waste
17. The inverter location must be agreed with beneficiary and layout of cable/conduit runs
18. Appropriate and approved methods of sealing cores in walls, roofs or slab must be employed
19. All conduit and cable must be UV rated
20. All exposed material supports, saddles and screws shall be made of stainless steel.
21. Cable ties should be avoided and metal clips (stainless steel) should be used to secure wiring and conduit. No wires shall be left unsecured on the roof.
22. Protection for fall hazards of 6 ft or greater
23. PV source circuits must be placed in metallic raceway when inside buildings prior to the first grounded DC disconnect
24. All metallic raceways electrically must be bonded to a suitable grounding point
25. Roof mounted box and all internal components must be UL rated for wet conditions
26. Shading of panels should be avoided as much as possible – this includes shading from trees, walls, parapets, superstructures and roof structures.
27. A minimum 10 degrees in slope angle should be employed for the installation

28. PV rated wiring shall be used in all installations
29. The job site shall be clean and clear of debris at the end of every working day
30. The contractor is expected to follow all necessary and relevant minimum standard safety procedures in carrying out his work. The minimum safety equipment to be used on each site: steel toe boots, safety harnesses while on roofs and vest or shirts identifying personnel. Hardhats, protective eyewear, safety plan established, ladders attached to building, controlled access zone (monitor and worker pair) mandatory safety training for employees
31. All trench work must be demarcated and appropriate caution signs and warnings employed. (Following IEE Regulations)
32. All cables must be enclosed in PVC conduit in accordance electrical technical standards applicable in Dominica.
33. Line or Load side connection: Installations to DOMLEC's grid can either be connected on the line or load side of connection (in an appropriate load centre in the facility).
34. Civil Works: some construction may be necessary to house inverter, battery bank and associated electrical housing. Trench work may also necessary. All housing must be of weatherproof construction of suitable and sound material: concrete, fiberglass, treated woods.
35. Inverter location and conduit runs: where possible a suitable location of the inverter and the electrical run of conduits and cables were identified. These however should be the final decision of the beneficiary.
36. The system and its components must be NEW . Panels, inverters and other major equipment which has been used in any other way for a previous installation or turned on for any other reason before being commissioned by the contractor will not be accepted.
37. The Installer must submit the supply and installation record and satisfactory performance record for five thousand eight hundred and forty hours (5,840 hrs.) operation of one, fifty kilowatt (50 kW) or higher PV systems supplied within the last five (5) years.
38. The available electrical supply is. 230 -240 Volts with a cycle of 50 Hz and for the three phase is 380-415 Volts. Supplier should review connection points carefully and specify/design the system accordingly.
39. Dominica is a tropical island with two seasons, a dry season (December to May) and a wet season (June to November). The average climatic data of Dominica is as follows:

<p>(a) Temperature - thirty-five degrees Celsius (35° C)</p> <p>(b) Relative humidity - eighty percent (80%).</p> <p>(c) Relative humidity - eighty percent (80%).</p> <p>(d) Daily sunlight hours – eight point two hours (8.2 hrs.)</p>
40. The PV system will be expected to perform satisfactorily in relative humidity up to eighty-five percent (85%) and temperature as high as forty degrees Celsius (40° C).
41. The PV system (inclusive of all nuts and bolts) must be able to withstand a saline environment.
42. The design must be suitable for rooftop or ground mounted installation and such that it maximizes the annual energy production utilizing the available rooftop space before utilizing other areas, if required, to achieve the indicated kW output.
43. Installation of any structure for array panel mounting or equipment housing must have minimal no (ZERO) impact on structural integrity of the existing roof structure.
44. The PV system must support remote monitoring of important parameters. The operator interface must be intuitive such that operating personnel must be able to operate the system easily after having received some basic training provided by the contractor.
45. The design and installation must minimize the risk of vandalism, theft and personal injury in the installation and operation of the system.
46. All equipment and electrical hardware used in this system, including overcurrent protection, disconnects, surge suppression devices, conduit, wiring and terminals, must be approved, recognized, and listed for the intended application by UL or other recognized laboratory, and have appropriate voltage, current and temperature ratings for the application
47. Inverters, controllers and PV modules must have specific listings as noted elsewhere in this document. All circuit breakers, fuses and disconnects must be listed or recognized for use in Direct Current (DC) circuits where applicable. Equipment only rated for use in AC circuits will not be permitted for use in DC circuits.
48. All wiring (conductors) must be properly sized and rated for the application, including ampacity (including temperature and other deratings), location/application (exposure to elements, enclosure) and voltage drop.

<p>49. With the exception of module interconnect wiring, all terminations must use listed box terminal or compression type connections, and must be made within an appropriate junction box or enclosure. Exposed, field splices between conductors will not be permitted. Twist on wire splices, crimped, soldered or taped connections are not permitted for the required field installed wiring of and DC circuits. However, wire splices in the electrical panel will be allowed for connections to existing branch circuits for extension to the inverter sub panel. Proper torque specifications must be provided for all of the required field connections.</p>
<p>50. The system conductors must have appropriate means for disconnecting and overcurrent protection, and require the use of switches, fuses and circuit breakers as applicable. All overcurrent devices must have trip ratings.</p>
<p>51. A weather-tight, vented, locking, pad mountable enclosure must be supplied by the contractor, suitable for housing the inverter, controllers, AC/DC disconnect devices, and source circuit combiner boxes (as required), in an outdoor or indoor environment as required for the specific application.</p>
<p>52. The power output of the PV module must be reported under standard test conditions (STC). Current versus voltage (I_V) curve of the intended modules to be used must be submitted with the bid.</p>
<p>53. An outdoor rated disconnect device must be installed on the systems at the interface between the PV system inverter and the primary electrical system served by the utility grid. This disconnect device must be a visible break, lockable device, and must be installed at a convenient location on the outside of the premises near the utility service entrance and meter.</p>
<p>54. All electrical equipment, enclosures, disconnects and overcurrent devices must be clearly marked and identified.</p>
<p>55. All metallic module frames, panel/array support structures, metal enclosures, panel boards and the inverter cabinets must be properly bonded to a common grounding conductor and terminated at a ground rod or system installed at the utility service entrance point. If a ground rod or system is not already present, a grounding rod or network must be installed with a preferred maximum earth resistance of twenty-five ohms (25Ω). All grounding connections and terminations must be made accessible for routine inspections and maintenance as required. The neutral conductor of the inverter output must be grounded at the electrical service panel. No other AC connections to the grounding system are required.</p>
<p>56. The PV system must have an Integrated Grounding system: instead of connecting a ground wire to each and every module, the array must be grounded directly to the rails with the patented Sharp talon clip or similar, which in turn greatly reduces labour time and complexity.</p>

<p>57. The PV system must be provided with a communication interface which must be able to support, at a minimum:</p> <ul style="list-style-type: none"> a) Real time data logging b) Event logging c) Supervisory control d) Operational modes e) Set point editing f) The size of the rating and name plate must depend upon space availability but they must be reasonably sized for clarity and clear inscription.
<p>58. The Bidder will be responsible for all necessary clearances from the competent authorities; the system provided must meet the DOMLEC's Requirements for Grid Interconnection of Renewable Generation Systems (http://www.ircdominica.org/files/downloads/2011/11/Distributed-Renewable-Energy-Generation-Interconnection-Policy-2010.pdf) and <i>Electrical Division in Dominica</i> requirements.</p>
<p>59. Online monitoring and reporting by select personnel of the beneficiary must be provided/presented as part of handover/training ceremony.</p>
<p>60. The bidder must submit "as built" drawings of the complete system as part of this contract.</p>
<p>61. Surge suppression on the DC and AC side of the inverter must be provided</p>
<p>62. The output of the inverter must synchronize automatically its AC output to the exact AC voltage and frequency of the grid.</p>
<p>63. The inverter control unit must be designed to operate the PV system near its Maximum Power Point (MPP) - the operating point where the combined values of the current and voltage of the solar modules result in a maximum power output.</p>
<p>64. The inverter must be a true sine wave inverter for a grid interactive PV system.</p>
<p>65. The contractor must carry out all standard performance tests, routine, functional and quality assurance tests as specified in the relevant specifications/standards for PV systems of this type.</p>
<p>66. No testing at the place of manufacture must release the bidder/contractor from any of their obligations under the contract or negate the PURCHASER's right to inspect, test and, where necessary, reject the system at the point of final delivery in the PURCHASER's designated installation site.</p>

67. All Equipment and accessories must comply with the requirement of standards published by international standards' bodies such as IEE, UL, etc. for design, manufacture and installation of grid connected PV systems. The list of standards adopted must be indicated in the bid along with a certified copy showing compliance. These certificates must have been issued within the last two (2) years from the date of bid opening or still valid at the date of bid opening; this must be shown by clearly stating the expiration date.
68. The PV Module and system must be provided with acceptable Test & Certified documents.
69. The quality of equipment supplied must be generally controlled to meet the guidelines for engineering design included in the specifications/standards and codes listed in the relevant specifications/standards, such as or equivalent, at a minimum:
(a) DOMLEC's – Requirements for Grid Interconnection of Renewable Generation Systems. http://www.ircdominica.org/files/downloads/2011/11/Distributed-Renewable-Energy-Generation-Interconnection-Policy-2010.pdf
(b) UL 1703 – Standard for Flat-Plate Photovoltaic Modules and Panels
(c) UL 1741 – Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources
70. PV modules must qualify (enclose test reports/certificate from IEC/UL or equivalent accredited laboratory) as per relevant standard. Additionally the performance of PV modules at STC must be tested and approved by one of the IEC/UL or equivalent Accredited Testing Laboratories and the STC report/certificate must accompany the bid.
71. At the end of the Contract, two (2) type of manuals must be provided; a product manual and an operations and maintenance (O&M) manual. These manuals (product and O&M) must be provided for all equipment items supplied for this bid especially if the system is made up of items from different manufacturers.
72. When written instructions include Shop Drawings and other information previously reviewed by the PURCHASER, only those editions thereof which were approved by the PURCHASER, and which accurately depict the equipment installed, must be incorporated in the instructions.

73. The Product Manuals must include but not be limited to literature on the PV module and the components of the Balance of System (BoS).
74. The O&M Manuals must give a step by step procedure for any operation likely to be carried out during the life of the system including lifting, erection, testing, operation, calibration, dismantling and repair and must include but not necessarily limited to the following detailed information, as applicable for the particular item:
<ul style="list-style-type: none"> (a) Manufacturer's name; (b) Date of manufacture; (c) Contractor's address, telephone number, facsimile number and Name of contact person in case of failure or complaint; (d) Equipment function, normal operating characteristics and limiting operations; (e) Assembly, disassembly, installation and mounting, adjustment, checking instructions and storage; (f) Operating instructions for start-up, routine and normal operation, regulation and control, shutdown, and emergency conditions; (g) A guide to troubleshooting (troubleshooting procedures, with a cross-reference between symptoms and corrective recommendations);
75. The Contractor's warranty providing the twenty-five (25) year guarantee/warranty against any manufacturing/design/installation defects for the mechanical structures, electrical works and 2 years for overall workmanship of the PV system and 11 years for the inverter;
76. Outline, cross-section and assembly drawings; engineering data; electrical diagrams, including elementary diagrams, wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams and any other appropriate information must be provided;
77. A maintenance schedule showing preventative activities to be performed on the system.
78. Recommended spare parts giving full particulars for the PV system must be furnished/listed, as part of this bid.

79. Spare modules must be provided at a minimum quantity equal to two percent (2%) of the number of modules installed in the array field. If the expected module failure rate for the first two years of service is greater than two percent (2%), the number of spare modules must equal the expected number of failed modules. An analysis of the expected module failure rate must be included in the proposal to determine the number of spare modules required.
80. Information on the PV modules being offered including physical dimensions, weight, maximum power point power rating at STC (include both the mean value anticipated from the lot of panels and the standard deviation), current-voltage curves at STC and product certifications must be supplied
81. Warranty documentation including statement of duration of warranty period and contact phone numbers and addresses for warranty issues must be supplied
82. The bidder/contractor must submit an assessment report, including installation schedule, two (2) weeks after starting the contract. This report must include at a minimum the following in order to facilitate the installation of the PV system:
(a) The upgrades/work to be done.
(b) The type of mounting structure to be used.
(c) A schematic drawing showing the general arrangement (Power Conditioning Unit(s) (Inverter(s)), Junction Boxes, AC and DC Distribution Boards, Meters, etc.).
(d) A dimensioned layout of the PV modules – including design for roof and ground mounting.
(e) The bidder/contractor must provide Installation and Commissioning instructions/schedule including electrical drawings indicating the interconnectivity of the system
83. The bidder/contractor is responsible for the installation of the PV systems and the associated equipment. This includes all civil works required for the complete system installation.
84. The bidder/contractor must provide qualified personnel, such as an engineer who has adequate experience with the installation of PV systems, to carry out the installation, site testing and commissioning of all equipment supplied under this contract.
85. All installation work must be carried out in accordance with relevant International Standards and Codes of practice.

86. To create a uniformed appearance of the array, spacing between individual modules must be kept to a minimum, and the overall layout keeping in consistency with the overall architectural features of the building and property. As much as possible, all mechanical hardware, conduit, junction boxes and other equipment must be concealed beneath and/or behind the array, and all other electrical work performed neatly and as inconspicuously as possible.
87. The bidder/contractor must thoroughly clean the PV modules of any dirt/dust or settled debris (if applicable) accumulated during installation and commissioning, before acceptance, at no additional cost.
88. When all installation work is satisfactorily completed, the bidder/contractor must inform the PURCHASER in writing that the equipment/system is ready for handing over to the PURCHASER.
89. Before the taking over of the system, the bidder/contractor must carry out all routine and functional tests as specified in the relevant standards on the assembled PV systems with all accessories of the equipment in the presence of the PURCHASER's representative and furnish copies of these test reports for approval before acceptance.
90. The equipment must be tested for a minimum of two (2) months following installation of all systems period as per the application to determine at a minimum that the system:
(a) Is properly installed and grounded.
(b) Meets its operating specifications.
(c) Is capable of delivering specified power.
(d) Protective devices are installed and functioning correctly.
91. All the required equipment to conduct the tests must be provided by the contractor.
92. Until final field tests are acceptable to the PURCHASER, the bidder/contractor must make all necessary changes, readjustments and replacements at no additional cost to the PURCHASER.
93. Defects which cannot be corrected by installation adjustments will be sufficient grounds for rejection of any equipment.
94. The bidder/contractor must be fully responsible for the proper operation of equipment during tests and instruction periods and must neither have nor make any claim for damage which may occur to equipment prior to the time when the PURCHASER formally takes over the operation thereof.

<p>95. The bidder/contractor must have available to the PURCHASER a qualified professional with experience in power supply, the selection, operation, electrical wiring and installation of photovoltaic equipment This individual will be the contact person for the PURCHASER.</p>
<p>96. This qualified professional must submit in triplicate to the PURCHASER a complete signed report of the result of his inspection, operation, adjustments, and test to cover the period from installation to the handing-over to the PURCHASER. The report must include at a minimum, detailed descriptions of the points inspected, tests and adjustments made, quantitative results obtained if such are specified, and suggestions for precautions to be taken to ensure proper maintenance. The report must also include a certificate that the equipment conforms to the requirements of the Contract and is ready for permanent operation and that nothing in the installation will render the manufacturer's warranty null and void.</p>
<p>97. The bidder/contractor must provide a detailed maintenance schedule as part of the bid to be entered into with the beneficiary separate from this contract</p>
<p>98. The equipment furnished must be designed, constructed and installed in accordance with the best practices and methods.</p>
<p>99. The system installation must be properly permitted and inspected by local authorities as required. Evidence of these permits and inspections must be provided at the time of acceptance testing.</p>
<p>100. Training -The bidder/contractor must instruct the DOWASCO's operating personnel in correct operation and maintenance procedures. The instruction must demonstrate Description of solar PV system and its major components, i.e. start-up, operation, control, adjustment, testing, trouble-shooting, servicing, maintenance, and shutdown of the system in case of a faults/error; a method of showing how the system is working/producing; how to read production of kWh from the system, <i>inter alia</i>. Such instruction must be scheduled at a time arranged with the beneficiary at least two (2) weeks in advance and must be provided while the contractor's equipment is fully operational. On-site instruction must be given by qualified persons who have been made familiar in advance with the equipment and systems in the plant.</p>
<p>101. All safety requirements and safety procedures must be identified.</p>
<p>102. The schedule for the training will be agreed with the contracted bidder/contractor and the PURCHASER.</p>

103. The PURCHASER may videotape all training for future use. This does not mean that the PURCHASER will not request the bidder/contractor to provide recordings of similar training sessions.

104. The total price quoted for this contract must be one lump sum all-inclusive basis and must cover all items and services necessary for successful completion of the contract. Even if all components of a system included in this specification are not explicitly identified and/or listed herein, these must be supplied under this contract to ensure completion of the system and facilitate proper operation and easy maintenance of the system. Changes in the quoted lump sum price would be permissible only in case of addition/deletion of one or more system/ equipment /service.

105. The breakup of lump sum price must also be presented separately in terms of the cost of goods, works and related services respectively eg. System, training, maintenance, warranty.

106. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, must mean the latest revisions, supplements and amendments of the standard, specification, manual, code, laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

Table 2: SUMMARY OF SITE DETAILS

Site Name	Site Address	Dimensions and description of the land area	Total area sq. ft. and Roof type	Minimum System Size	Electrical Specification
DOWASCO Baytown Sewage Treatment Plant	Roseau, DOMINICA	Land has gentle slope, 3m x 9m (27 square meters or 290 square feet)	4,254 sq. ft. reinforced concrete and it complies with Dominica building code as structurally sound	75 kW	230 -240 Volts with a cycle of 50 Hz and for the three phase is 380-415 Volts

Photographic depictions

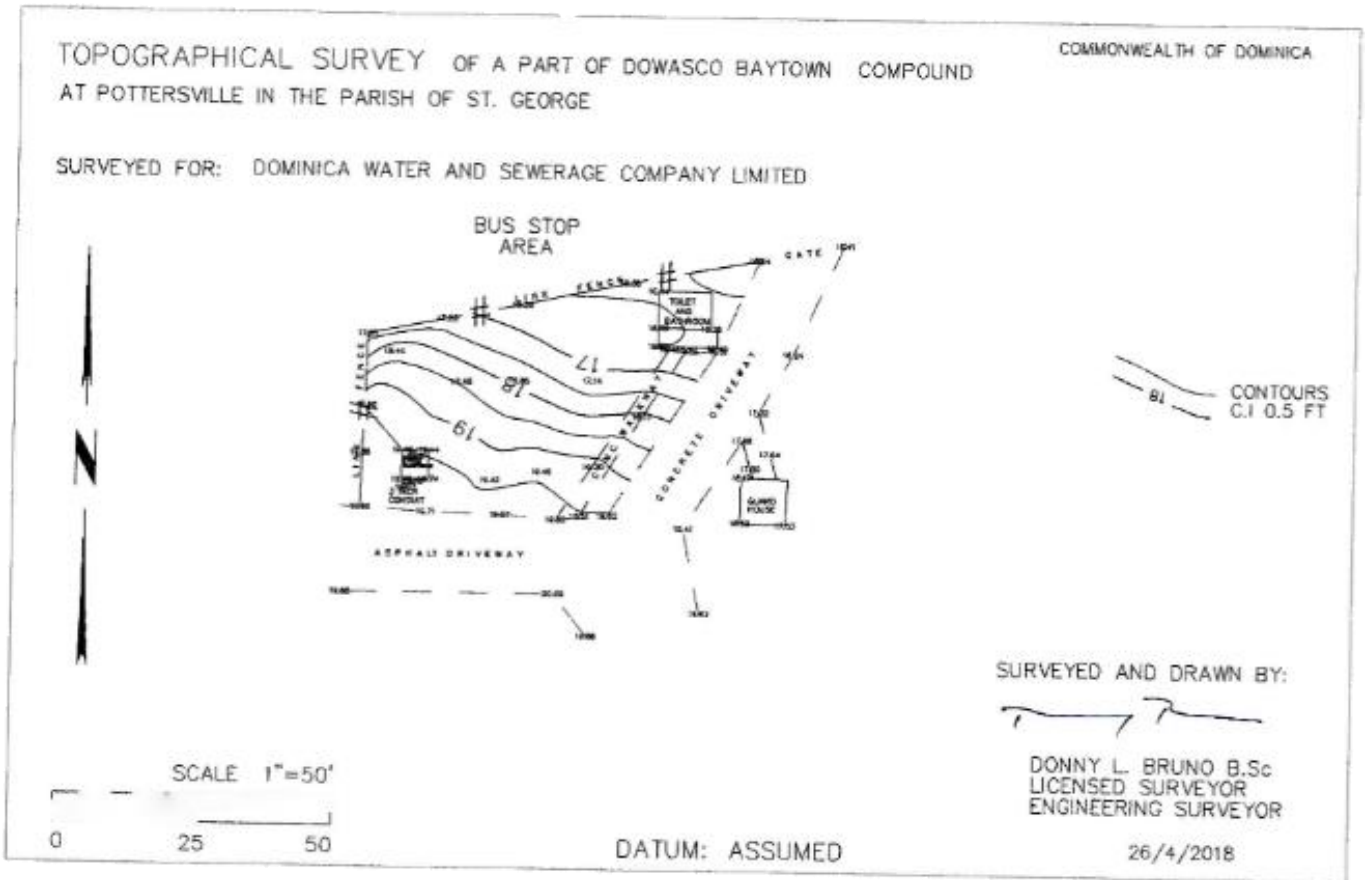


Figure 1: DOWASCO Baytown Compound

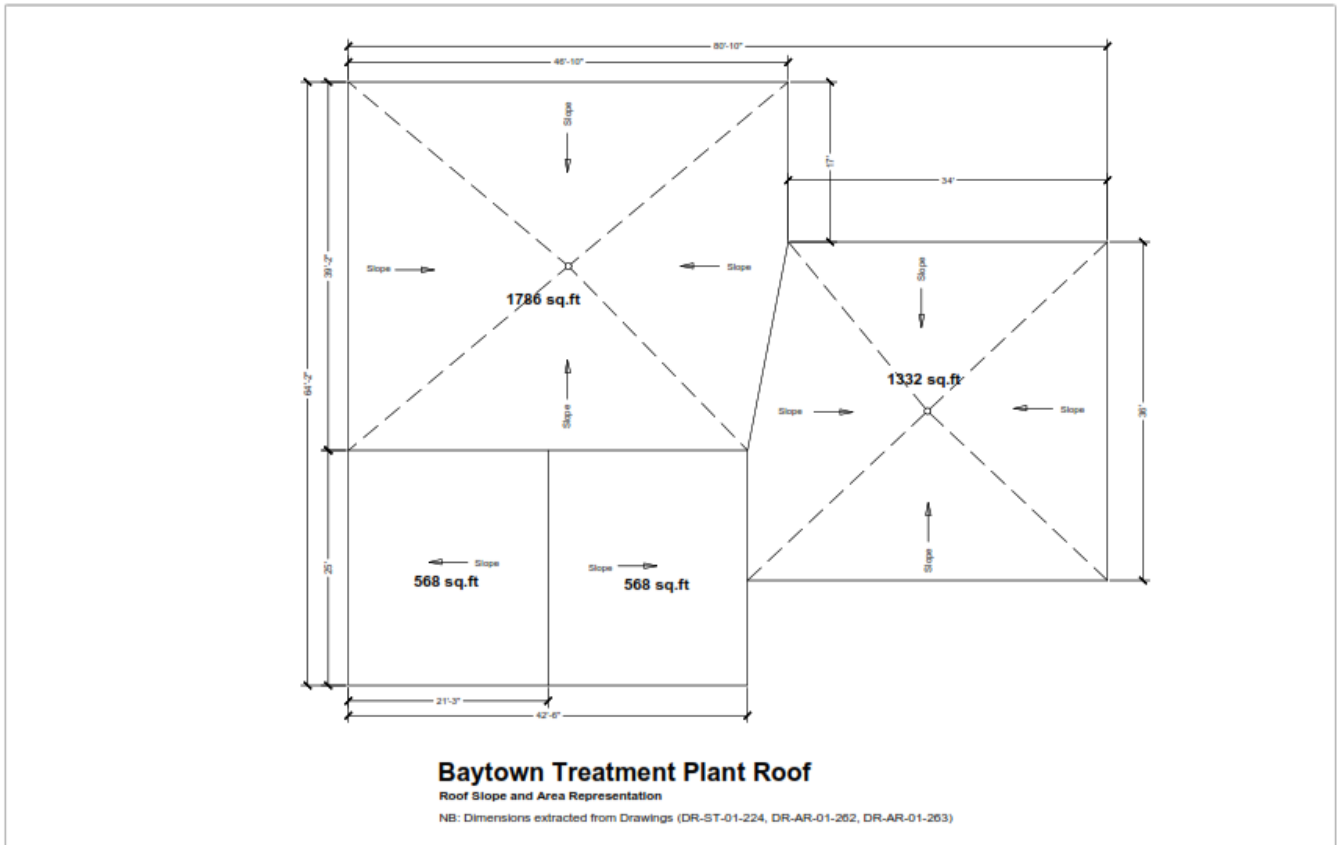


Figure 2: Baytown Treatment Plant Roof Top

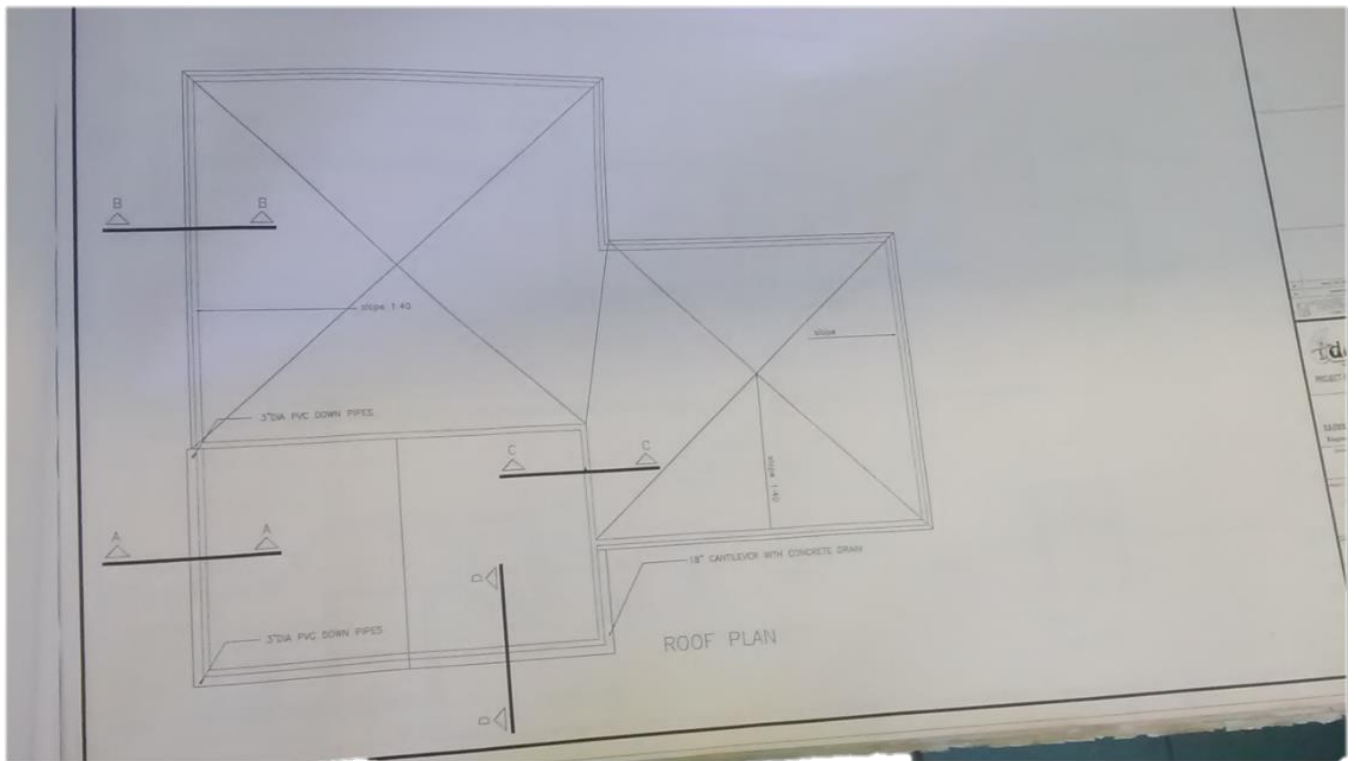


Figure 3: Baytown Treatment Plant Roof

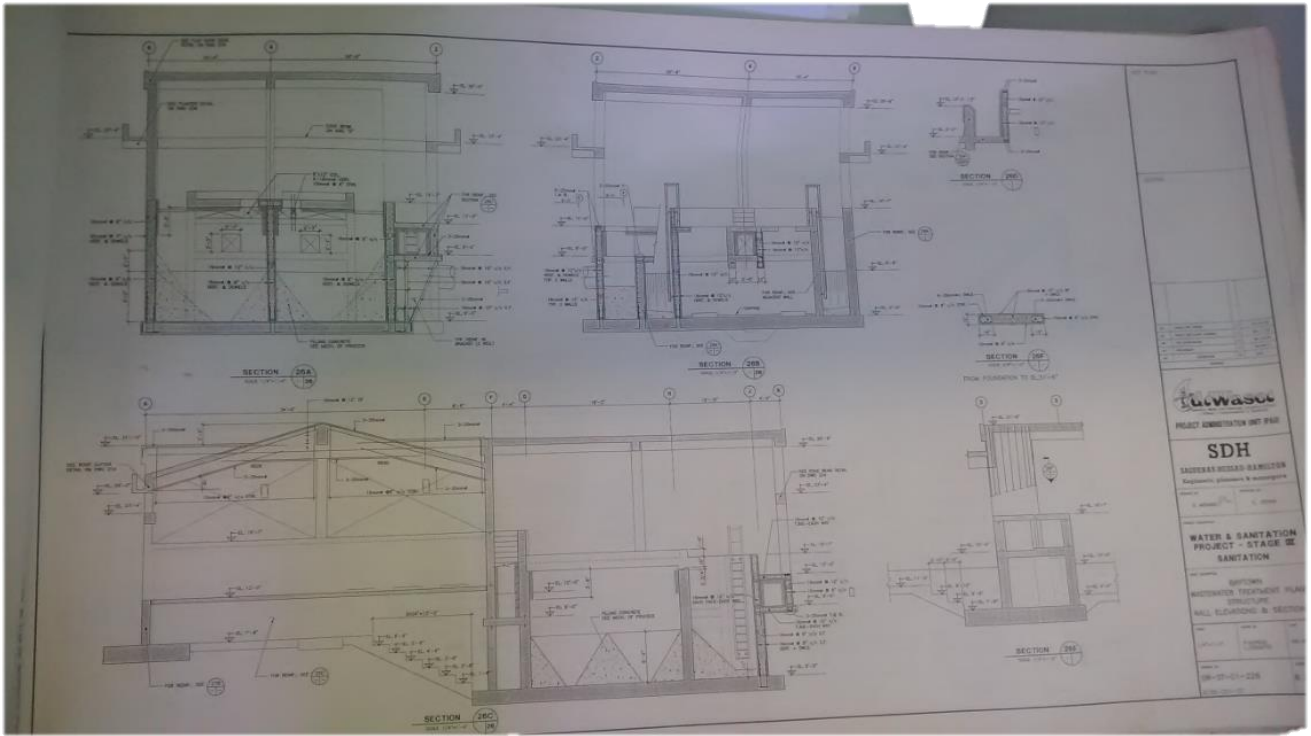


Figure 4: Rooftop Structure Plan

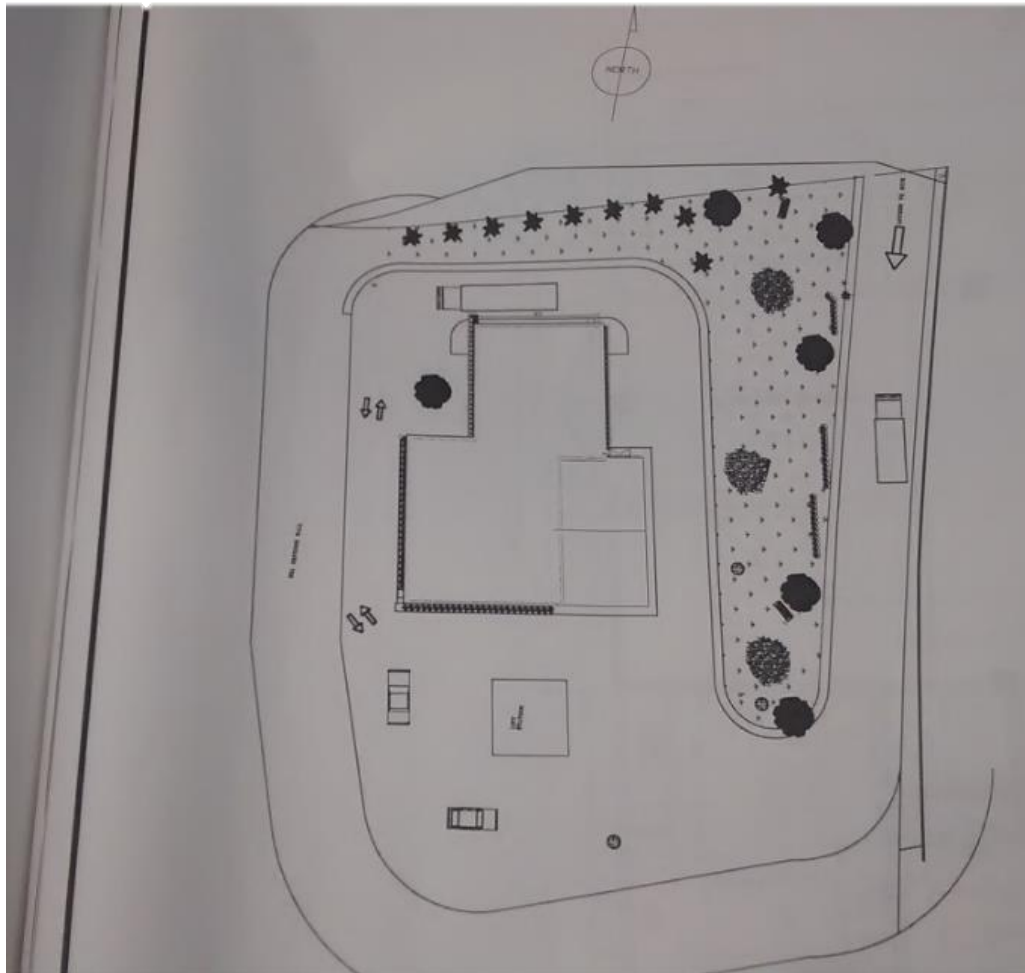


Figure 5: Rooftop view

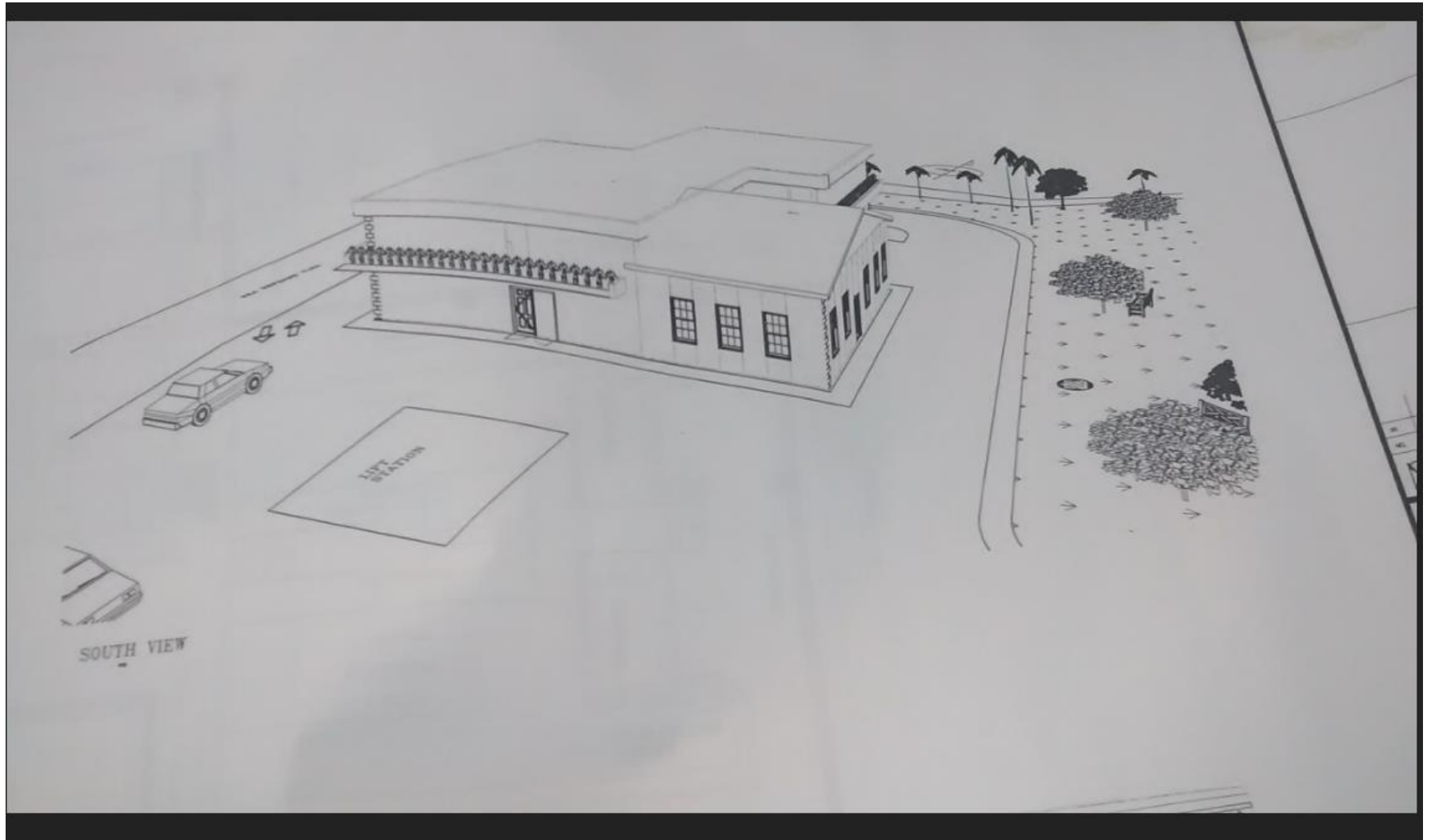


Figure 6: Baytown Water Treatment Plant

PART III CONTRACT

SECTION VIII. GENERAL CONDITIONS OF CONTRACT

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them.
- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
 - (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) "Day" means calendar day.
 - (e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (f) "GCC" means the General Conditions of Contract.
 - (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (h) "Beneficiary's Country" is the country specified in the Special Conditions of Contract (SCC).
 - (i) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
 - (j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (k) "SCC" means the Special Conditions of Contract.
 - (l) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (m) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
 - (n) "The Project Site," where applicable, means the place named in the **SCC**

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Agreement shall be read as a whole.

3. Fraud and Corruption and Prohibited Practices

- 3.1 The Purchaser requires compliance with its policy in regard to fraud and corruption and prohibited practices as set forth in Attachment 1.

4. Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa:
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
 - (b) The terms CIP, FCA, CPT and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.5 Nonwaiver
- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
 - (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.6 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

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

venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of any country.
- 7.2 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.

10. Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration in accordance with the Arbitration Act of Belize. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
 - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Donor

- 11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Donor and/or persons appointed by the Donor to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Donor if requested by the Donor.

12. Scope of Supply

- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of

Requirements.

13. Delivery of Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

17.1 For goods manufactured outside the Dominica, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Dominica.

17.2 For goods manufactured within the Dominica, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Beneficiary

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Dominica, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Donor or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Beneficiary's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract..

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed

Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's

name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

31. Changes in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence

or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extension of Time

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

- 35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in prohibited practices, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits,

authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

SECTION IX. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(h)	The Beneficiary's country is: <i>Dominica</i>
GCC 1.1(i)	The Purchaser is: <i>Caribbean Community Climate Change Centre</i>
GCC 1.1 (n)	The Project Site/Final Destination(s) is: <i>DOWASCO Baytown Sewage Treatment Plant, Roseau, DOMINICA</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>N/A</i>
GCC 4.2 (b)	The version edition of Incoterms shall be: 2010
GCC 5.1	The language shall be: <i>English</i>

GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: Project Manager, Caribbean Community Climate Change Centre Street Address: <i>Ring Road</i> , Floor/ Room number: <i>2nd Floor</i> City: <i>Belmopan</i> Country: <i>BELIZE</i>
GCC 9.1	The governing law shall be the law of: <i>Belize</i>
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: Arbitration in accordance with the laws of the Purchaser's country.

<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier are: <i>bill of lading, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, serial numbers</i></p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
<p>GCC 15.1</p>	<p>The prices charged for the Goods supplied and the related Services performed <i>shall not</i>, be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>N/A</i></p>
<p>GCC 16.1</p>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (agreed currency) in the following manner:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be</p>
	<p>paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>NB: An Advance Payment Security of ten percent (10%) of the contract price is to be made against an advance payment guarantee. The Advance Payment shall be progressively reduced by the amount of the advance payment repaid by the Supplier to the Purchaser as specified in invoices which shall be presented to the Purchaser by the Supplier. The requisite form can be found in the Bidding Document.</p> <p>(ii) On Arrival: fifty (50%) percent of the Contract Price shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the relevant documents provided pursuant to 13.1 and proof of receipt of items by the Supplier.</p> <p>(iii) On Installation: Thirty (30%) percent of the remaining Contract Price shall be paid within thirty (30) days of installation of the Goods and Inspection of meter connection upon approval by the Electrical Division, IRC and issuance of relevant certificate(s).</p> <p>(iv) On performance Verification of performance and training- Final Ten (10%) of the Remaining Contract Price shall be paid on delivery of training beneficiaries in the system and verification of performance output as required under 90-103 of the Schedule of Requirements.</p>

GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be days: 45 days The interest rate that shall be applied is: 0.25 % per annum
GCC 18.1	A Performance Security " <i>shall</i> " be required] <i>The amount of the Performance Security shall be: 10% of the contract price</i>
GCC 18.3	The Performance Security shall be in the form of: By way of a deposit with the Purchaser of a sum of money or approved securities to the value of not less than ten percent of the contract price; or By way of a Bank or accredited Insurance Company whose liability shall be not less than ten percent (10%) of the contract price The Performance security shall be denominated in US\$
GCC 18.4	Discharge of the Performance Security shall take place: <i>28 working days following the date of completion of the Supplier's performance obligations i.e. after verification of system performance output and training of beneficiary's personnel as set out at 90-103 of the Schedule of Requirements.</i>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>N/A</i>
GCC 24.1	The insurance coverage shall be: The goods must have insurance coverage of which shall be the total value of the goods. Insurance shall be in place until the point of inspection by the Electrical Division and receipt of certificate
GCC 25.1	Responsibility for transportations shall be as follows: <i>"The Supplier is required under the Contract to transport the Goods to the Final Project Site.</i>
GCC 26.1	The inspections and tests shall be: <i>Final testing of performance of goods over a two month period after installation to determine they meet performance standards as set out at 90 of the Schedule of Requirements.</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>Location of installation site</i>
GCC 27.1	The liquidated damage shall be: .02 % per week
GCC 27.1	The maximum amount of liquidated damages shall be: 5%
GCC 28.3	The period of validity of the Warranty shall be: Linear Output warranty – 25 years; inverter warranty 11 years; panel warranty 20 years For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>Installation sites</i> <i>NB: Degradation of inverter capped at 10% over 25 year period</i>
GCC 28.5	The period for repair or replacement shall be: 30 days.

Attachment 1: Price Adjustment Formula

NOT APPLICABLE

Attachment 2 Prohibited Practices

The Centre requires that all individuals bidding for or participating in a project executed by the Centre including, *inter alia* bidders, suppliers, contractors, consultants, and concessionaries (including their respective officers, employers and agents), adhere to the highest ethical standards, and report to the Centre all suspected acts of fraud or corruption of which they have knowledge or become aware both during the bidding process and throughout negotiation or execution of a contract. Fraud and corruption are prohibited.

Fraud and corruption include acts of:

- (i) corrupt practice;
- (ii) fraudulent practice;
- (iii) coercive practice;
- (iv) collusive practice.

The definitions set forth below involve the most common types of fraud and corruption, but are not exhaustive. For this reason, the Centre shall also take action in the event of any similar deed or complaint involving alleged acts of fraud and corruption, even when these are not specified in the following list.

- (a) In pursuance of this policy, the following terms are defined:
- (b) *Corrupt practice* is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party;
 - (i) A *fraudulent practice* is any act or omission, including a misrepresentation, which misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
 - (ii) A *coercive practice* is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the actions of a party; and
 - (iii) A *collusive practice* is an arrangement between two or more parties designed to achieve an improper purpose, including: to influence improperly the actions of another party.
- (c) If, it is demonstrated that any firm, entity or individual bidding for or participating in a Centre-financed project including, bidders, suppliers, contractors, sub-contractors, consultants and concessionaires, or including respective officers, employees, and agents of the Centre has engaged in an act or acts of fraud or corruption, the Centre may:
 - (i) withdraw offer for award of contract for works, goods, and related services
 - (ii) suspend disbursement for the operation already in progress
 - (iii) prohibit an individual, entity or firm, either permanently or for a stated period of time, from being awarded or participating in contracts pertaining to projects executed by the Centre except under such conditions as the Centre deems to be appropriate.

SECTION X. CONTRACT FORMS

Letter of Acceptance

[Letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.** *[insert number]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of *[insert amount in words] ([insert amount in numbers])*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS CONTRACT AGREEMENT is made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

1. *The Caribbean Community Climate Change Centre* (hereinafter called “the Purchaser”), and
2. *[insert name of Supplier]*, a corporation incorporated under the laws of xxxxxxxxxxxxxx and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., Supply and Installation of Grid Tied Solar Photovoltaic System supported with adequate battery storage on DOWASCO’s Baytown Water Sewage Plant at Roseau, DOMINICA and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. *In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.*
2. *The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:*
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Belize on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security
(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in words]* (*[insert amount in numbers]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the *[insert date]*², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded*.

[signature(s)]

Note:

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

Note: *[Information for the Executing Agency: Article 15 (a) states: "Requirements for Demand: (a) A demand under the guarantee shall be supported by such other documents as the guarantee specifies, and in any event by a statement, by the beneficiary, indicating in what respect the applicant is in breach of its obligations under the underlying relationship. This statement may be in the demand or in a separate document accompanying or identifying the demand.]

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in words]* (*[insert amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (*[insert amount in figures]*) *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert date]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded*.

[signature(s)]
