



**CARIBBEAN COMMUNITY
CLIMATE CHANGE CENTRE
(the Centre)**

INVITATION FOR BIDS

**SUPPLY AND DELIVERY OF ELECTRIC
BUS (RIGHT-HAND DRIVE PREFERRED),
CHARGING STATIONS AND
PERFORMANCE OF RELATED SERVICES
FOR THE FEDERATION OF SAINT KITTS
AND NEVIS**

January 2021

DONOR:

**ITALIAN MINISTRY OF ENVIRONMENT, LAND AND SEA,
GOVERNMENT OF ITALY (IMELS)**

NAME OF PROJECT:

**PILOT PUBLIC SCHOOL BUS TRANSPORTATION SYSTEM
USING RENEWABLE ENERGY, THE FEDERATION OF
SAINT KITTS AND NEVIS**

CONTRACT TITLE:

**SUPPLY AND DELIVERY OF ELECTRIC BUS (RIGHT-
HAND DRIVE PREFERRED), CHARGING STATIONS AND
PERFORMANCE OF RELATED SERVICES FOR THE
FEDERATION OF SAINT KITTS AND NEVIS**

REFERENCE NO.:

CONTRACT#9/2021/IMELS/ST. KITTS/CCCCC

Summary Description

Summary

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 II. Bid Data Sheet (BDS)

This Section supplements Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid-Securing Declaration, and the Manufacturer's Authorization to be submitted completed by the Bidder and submitted as part of his Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

Section VI. Centre's Policy – Corrupt and Fraudulent Practices

This Section provides the Bidders with the reference to the Centre's policy concerning corrupt and fraudulent practices applicable to this process.

PART 2 – SUPPLY REQUIREMENTS

Section VII. Schedule of Requirements

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

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII. General Conditions of Contract (GCC)

This Section includes the general clauses to be applied for this contract.

Section IX. Special Conditions of Contract (SCC)

This Section consists of Contract Data and Specific Provisions related to this contract.

Section X. Contract Forms

This Section contains forms, which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security** shall only be completed by the successful Bidder after contract award.

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PART 1 – Bidding Procedures

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Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**

 - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the **supply of Goods as specified in Section VII, Schedule of Requirements**. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified 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.
 - (d) “purchaser” means the *Caribbean Community Climate Change Centre* or the *Centre*.
- 2. Source of Funds**

 - 2.1 The Recipient (hereinafter called “the Centre”) **specified in the BDS** has received financing (hereinafter called “funds”) from the **Italian Ministry of Environment, Land and Sea, Government of Italy (IMELS** (hereinafter called “the Donor”), toward the project named **in 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. Corrupt and Fraudulent Practices**

 - 3.1 The Centre requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Section VI**.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers to permit the Centre or the Donor to inspect all accounts, records and other documents relating to the submission of the bid and contract performance (in the case of award), and, if necessary, to have them audited by auditors appointed by the Centre or the Donor.
- 4. Eligible Bidders**

 - 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country. There are **no nationality / eligibility restrictions** specified in **Section V, Eligible Countries**. A Bidder shall be deemed to have the nationality of a country if the Bidder

is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including Related Services.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Centre regarding this bidding process; or
- (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods that are the subject of the bid; or
- (g) any of its affiliates has been hired (or is proposed to be hired) by the Centre or Donor for the Contract implementation; or
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) has a close business or family relationship with a professional staff of the Centre or the Federation of Saint Kitts and Nevis Water Authority (BWA) who: (i) is directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid

evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Centre throughout the procurement process and execution of the contract

- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Centre or the Donor in accordance with the above ITB 3.1, shall be ineligible to be prequalified for, bid for, or be awarded a contract or benefit from a contract, financially or otherwise, during such period of time as the Centre shall have determined.
- 4.5 Bidders that are Government-owned enterprises or institutions in the Beneficiary Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Government. To be eligible, a government-owned enterprise or institution shall establish to the Centre's satisfaction, through all relevant documents, including its Incorporation documents and other information that the Centre may request, that it: (i) is a legal entity separate from the Government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the Government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 Firms and individuals may be ineligible if so indicated in **Section V** and (a) as a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security

Council taken under Chapter VII of the Charter of the United Nations, the Beneficiary's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.7 A Bidder shall provide such evidence of eligibility satisfactory to the Centre, as the Centre shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods to be supplied under the Contract and financed by the Donor must have their origin in any country in accordance with **Section V, Eligible Countries**, if relevant.

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, installation, training, and initial maintenance.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

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 Addenda issued in accordance with ITB 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. Centre Policy-Corrupt and Fraudulent 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 Centre, as a separate document, is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Centre’s authorised official, the Centre is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Centre shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by 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 Bidder requiring any clarification of the Bidding Document shall contact the Centre in writing at the Centre’s address **specified in the BDS**. The Centre will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Centre shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Centre shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Centre shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Centre may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be promptly published on the Centre’s web page in accordance with ITB 7.1.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Centre may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

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 Centre 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 Centre, 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) **Letter of Bid** in accordance with ITB 12;
 - (b) **Written confirmation authorizing the signatory of the Bid** to commit the Bidder, in accordance with ITB 20.2;
 - (c) **Documentary evidence** in accordance with ITB 17 **establishing the Bidder's qualifications to perform the contract if its bid is accepted;**
 - (d) **Documentary evidence** in accordance with ITB 17 **establishing the Bidder's eligibility to bid;**
 - (e) **Documentary evidence** in accordance with ITB 16, that the **Goods to be supplied by the Bidder are of eligible origin, if relevant;**
 - (f) **Documentary evidence** in accordance with ITB 16 and 30, that the **Goods conform to the Bidding Documents;**
 - (g) Completed price schedules as per Schedule IV, Bidding Forms; and
 - (h) any other document **required in the BDS.**

- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Bid and Price Schedules**
- 12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in **Section IV, Bidding Forms**. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
- 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 Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 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 nonresponsive and shall be rejected, pursuant to ITB 28.** 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.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified 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 discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.

14.7 The terms EXW, CIP, 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.**

14.8 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 Centre. This shall not in any way limit the Centre'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 manufactured in **the Federation of Saint Kitts and Nevis:**

(i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), 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 **Federation of Saint Kitts and Nevis** sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**

(b) For Goods manufactured outside of the **Federation of Saint Kitts and Nevis**, to be imported:

- (i) the price of the Goods, quoted CIP named place of destination, in the beneficiaries country, as **specified in the BDS**;
- (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS**;
- (c) For Goods manufactured outside of the **Federation of Saint Kitts and Nevis**, already imported:
 - (i) the price of the Goods, 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, obtained as the difference between (i) and (ii) above;
 - (iv) any of the **Federation of Saint Kitts and Nevis** sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS**.
- (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).

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS**. The Bidder may quote in the Federation of Saint Kitts and Nevis currency the portion of the bid price that corresponds to expenditures incurred in the Federation of Saint Kitts and Nevis currency, unless otherwise **specified in the BDS**.

15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Beneficiary’s Country, that is the Federation of Saint Kitts and Nevis dollar.

**16. Documents
Establishing the
Eligibility and
Conformity of
the Goods and
Related
Services**

16.1 Goods manufactured, produced or processed in any country are eligible, however, Bidders are required complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods 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.

16.3 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, demonstrating substantial responsiveness of the Goods to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the **Section VII, Schedule of Requirements**.

16.4 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 Centre or its agents.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Centre 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 Centre’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents
Establishing the
Eligibility and
Qualifications
of the Bidder**

17.1 To establish eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Centre’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 Federation of Saint Kitts and Nevis;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within Saint Kitts, 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**.

**18. Period of
Validity of Bids**

- 18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Centre in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Centre as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Centre 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 19, 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 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
 - (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
 - (b) In the case of adjustable price contracts, no adjustment shall be made.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1. A Bidder is NOT required to furnish a bid security as part of its bid but SHALL furnish a Bid-Securing Declaration as part of its bid.
- 19.2. A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the BDS**,
- from a reputable source from an eligible country, if relevant. If the unconditional guarantee is issued by a financial institution located outside Belize, the issuing financial institution shall have a correspondent financial institution located in Belize to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Centre prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41; or
 - (ii) furnish a performance security in accordance with ITB 42.

19.8. The bid security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Centre may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Centre for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

20.1 Bidders SHALL submit their Bids electronically following the Bid submission procedures **specified in the BDS**.

20.2 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. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

- 20.4 Any inter-lineation, 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

- 21. Deadline for Submission of Bids**
- 21.1. Bids must be received by the Centre at the email address and no later than the date and time **specified in the BDS**.
- 21.2. The Centre may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Centre and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 22. Late Bids**
- 22.1. The Centre may not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 21. Any bid received by the Centre after the deadline for submission of bids may be declared late and rejected.
- 23. Withdrawal, Substitution, and Modification of Bids**
- 23.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20, and in addition, shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Centre prior to the deadline prescribed for submission of bids, in accordance with ITB 21.
- 23.2. 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 Letter of Bid or any extension thereof.
- 24. Bid Opening**
- 24.1. Except as in the cases specified in ITB 22 and 23, the Centre shall publicly open and read out in accordance with ITB 24.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 20.1, shall be as **specified in the BDS**.
- 24.2. Bids “WITHDRAWN” shall NOT be read out. If the withdrawal communication does not include 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 read. 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. "SUBSTITUTED BIDS" shall be read out next and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be read. 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. "MODIFIED BIDS" shall be 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 bids that are opened and read out at Bid opening shall be considered further.

- 24.3. All other bids shall be read one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts; the presence or absence of a Bid-Securing Declaration, if required; and any other details as the Centre may consider appropriate. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Centre attending bid opening in the manner **specified in the BDS**. The Centre shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 22.1).
- 24.4. The Centre 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 (contract) if applicable, including any discounts; and the presence or absence of a Bid-Securing Declaration. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record may be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 25. Confidentiality**
- 25.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.

- 25.2 Any effort by a Bidder to influence the Centre officials in the evaluation or contract award decisions may result in the rejection of its Bid.
- 25.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Centre on any matter related to the bidding process, it should do so in writing.
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Centre 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 Centre shall not be considered. The Centre's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, 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 Centre in the Evaluation of the bids, in accordance with ITB 30.
- 26.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Centre's request for clarification, its bid may be rejected.
- 27. Deviations, Reservations, and Omissions**
- 27.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents
- 28. Determination of Responsiveness**
- 28.1 The Centre's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 28.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would

- (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Centre's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

28.3 The Centre shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Centre and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Nonconformities, Errors and Omissions

29.1 Provided that a Bid is substantially responsive, the Centre may waive any nonconformities in the Bid.

29.2 Provided that a bid is substantially responsive, the Centre 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.

29.3 Provided that a bid is substantially responsive, the Centre shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

30. Correction of Arithmetical Errors

30.1 Provided that the Bid is substantially responsive, the Centre 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.
- 30.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 30.1, shall result in the rejection of the Bid.
- 31. Conversion to Single Currency**
- 31.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.
- 32. Margin of Preference**
- 32.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.
- 33. Evaluation of Bids**
- 33.1 The Centre shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 33.2 To evaluate a Bid, the Centre shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), 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 30.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.3;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 31;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3;
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

33.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria

33.5 The Centre's evaluation of a bid will exclude and not take into account:

- (a) in the case of Goods manufactured in the Federation of Saint Kitts and Nevis, 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 Federation of Saint Kitts and Nevis, 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.

33.6 The Centre's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 33.2 (f).

34. Comparison of Bids

34.1 The Centre shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 33.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Federation of Saint Kitts and Nevis, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

35. Qualification of the Bidder

35.1 The Centre shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and

substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

35.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.

35.3 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 Centre shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

36.1 The Centre 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. In case of annulment, all bids submitted and specifically, bid securities, if applicable, shall be promptly returned to the Bidders.

F. Award of Contract

37. Award Criteria

37.1 Subject to ITB 36.1, the Centre shall award the Contract to the Bidder whose bid 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.

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

38.1 At the time the Contract is awarded, the Centre 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.

**39. Notification of
Award**

39.1 Prior to the expiration of the period of bid validity, the Centre shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Centre will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Centre shall also notify all other Bidders of the results of the bidding and shall **publish on the Centre's website** the results identifying the bid and lot (contract) 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 successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

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

39.3 The Centre shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 39.1, requests in writing the grounds on which its bid was not selected.

40. Signing of Contract

40.1 Promptly after notification, the Centre shall send the successful Bidder the Contract Agreement.

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

40.3 Notwithstanding ITB 40.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Centre, to the Federation of Saint Kitts and Nevis, 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 however, that the Bidder can demonstrate to the satisfaction of the Centre and of the Donor that signing of the Contract 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.

41. Performance Security

Within twenty-eight (28) days of the receipt of notification of award from the Centre, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 33.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Centre. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Centre. A foreign institution providing a bond shall have a correspondent financial institution located in Belize.

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. In that event the Centre may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Centre to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

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 reference number of the Invitation for Bid is: Contract#9/2021/IMELS/St. Kitts/CCCCC
ITB 1.1	The Purchaser is: Caribbean Community Climate Change Centre (“The Centre”), Lawrence Nicholas Building, Ring Road, Belmopan City, Belize
ITB 1.1	The name of the ICB is: “Supply and Delivery of Electric Bus (Right-hand drive preferred), Charging Stations and Performance of Related Services for the Federation of Saint Kitts and Nevis - Contract#9/2021/IMELS/St. Kitts/CCCCC”
ITB 2.1	The Recipient of the grant funds is the Caribbean Community Climate Change Centre (“The Centre”), Lawrence Nicholas Building, Ring Road, Belmopan City, Belize The donor is the: Italian Ministry of Environment, Land and Sea, Government of Italy (IMELS)
ITB 2.1	The name of the Project is: Pilot Public School Bus Transportation System Using Renewable Energy, Saint Kitts and Nevis
B. Contents of Bidding Documents	
ITB 7.1	For <u>Clarification of bids</u> only, the Centre’s address is: Electronic mail address: <i>awilliams@caribbeanclimate.bz</i> Attention: <i>Ms. Allison Williams, Procurement Officer</i> Requests for clarification should be received by the Centre no later than: Monday 8 February 2021.

	C. Preparation of Bids
ITB 10.1	<p>The language of the bid is: <i>English</i>.</p> <p>All correspondence exchange shall be in <i>English</i> language.</p> <p>Language for translation of supporting documents and printed literature is <i>English</i>.</p>
ITB 11.1 (j)	<p>The Bidder shall submit the following documents in its bid:</p> <p>Documentation:</p> <ul style="list-style-type: none"> (a) Bid Submission Form (b) Written confirmation authorizing the signatory of the Bid to commit the Bidder (power of attorney); (c) Copy of the bidder's certificate of registration / incorporation; (d) Documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid, including <i>Manufacturer's Authorization</i> (e) Evidence for the supply and delivery of at least five electric buses with after-sales services in the Caribbean within the last three years (f) Must demonstrate annual turnover of at least US \$300,000.00 per year during the last three years; (g) Supplier's Warranty: (24 months warranty or 100,000 KM (whichever comes first) on the whole bus after the first registration in the country) (h) After sales services Servicing and Technical Support: (Run-in service at 5,000KM Inspections at 15,000 KM and Servicing every 30,000 KM; and (i) Should be able to deliver the goods, including operating and training manuals, within eight months. <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. <p>Financial offer:</p> <ul style="list-style-type: none"> (a) A financial offer calculated on a basis of CIP for the supplies tendered as per Applicable Price Schedules.
ITB 11.2	Maximum number of members in the JV shall be: Two (2)

ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.7	The Incoterms edition is: <i>Incoterms 2010</i> .
ITB 14.8 (b) (i) and (c) (v)	Place of Destination for delivery of the Bus: Federation of Saint Kitts and Nevis .
ITB 14.8 (a) (iii);(b)(ii) and (c)(v)	“Final destination (<i>Project Site for installation of charging stations</i>)”: To be determined during contract negotiations.
ITB 15.1	The prices shall be quoted by the bidder in: <i>United States Currency (US)</i> .
ITB 16.2	To establish the conformity of the Goods 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
ITB 16.4	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 for a period of: 5 years
ITB 17.2 (a)	Manufacturer’s authorization is: Required .
ITB 17.2 (b)	After sales service for the purposes of maintenance is: Required . In case of a Bidder not doing business within Saint Kitts, the Bidder must 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
ITB 18.1	The bid validity period 90 days from the deadline for submission of bids: 22 May 2021 .
ITB 19.1	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 19.9	If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Centre will declare the Bidder ineligible to be awarded contracts by the Centre for a period of five (5) years.

	D. Submission and Opening of Bids
ITB 20.1	<p>The Centre’s electronic-procurement system shall be used to manage the submission, withdrawal, substitution, or modification of Bids. Suppliers must first register by creating a Username, profile and password before accessing the bid submission form at the URL: www.caribbeanclimate.bz/bid-submission.</p> <ol style="list-style-type: none"> 1. Prior to bid submission, Suppliers will be required to complete the submission form with fields that include: <ol style="list-style-type: none"> i. Name of Supplier (Company) ii. Contract Reference iii Contract Title iv Name and Email address of uploader 2. Suppliers can upload no more than 2 files maximum in one submission with maximum file size of 60 MB per file. The following types of files are currently allowed: JPEG, PNG, JPG, GIF, PDF, DOC, DOCX, PPT, PPTX, EXCEL and ZIP. 3. An automatic receipt time stamped email will be sent to the uploader’s email account as a receipt and proof of submission. 4. Each submission will be given a confirmation number. <p><u>Submissions of Bids</u></p> <ol style="list-style-type: none"> (i) Bids must be uploaded as files to http://www.caribbeanclimate.bz/bid-submission/. (ii) The subject matter of the submission must read: “Supply of Electric Bus and Charging Stations with ancillary for the Federation of Saint Kitt and Nevis”
ITB 20.2	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.
ITB 24.1	Bids will NOT be opened publicly

E. Evaluation and Comparison of Bids	
ITB 28.1	<p>The Centre’s determination of a bid’s responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.</p> <p>Bids will be examined to ascertain whether the following documentation has been included in the Bids.</p> <ul style="list-style-type: none"> (a) Bid Submission Form (b) Written confirmation authorizing the signatory of the Bid to commit the Bidder (power of attorney); (c) Copy of the bidder’s certificate of registration / incorporation; (d) Documentary evidence in accordance with ITB Clause 17 establishing the Bidder’s eligibility to bid, including <i>Manufacturer’s Authorization</i> (e) Evidence for the supply and delivery of at least five electric buses with after-sales services in the Caribbean within the last three years (f) Must demonstrate annual turnover of at least US \$300,000.00 per year during the last three years; (g) Supplier’s Warranty: (24 months warranty or 100,000 KM (whichever comes first) on the whole bus after the first registration in the country) (h) Demonstrate ability to provide after sales services and technical support (Run-in service at 5,000KM Inspections at 15,000 KM and Servicing every 30,000 KM; and (i) Should be able to deliver the goods, including operating and training manuals, within eight months. <p>Bids that fail to provide relevant information that substantially inhibits the evaluators ability to determine the bids responsiveness to the requirements of the supply will be deemed “Non Responsive” to the requirements of the supply.</p>
ITB 28.3	<p>The Centre shall also examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.</p>
ITB 33.2	<p>To evaluate Bid Prices, the Centre shall consider the following</p> <ul style="list-style-type: none"> (a) Evaluation will be done for each item of the supply and the Bid Price as quoted in accordance with clause 14; (b) price adjustment for correction of arithmetic errors in accordance with ITB 30.1;

	<p>(c) price adjustment due to discounts offered in accordance with ITB 14.3;</p> <p>(d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 31;</p> <p>The most substantially responsive bid to the technical requirements of the supply and with the lowest bid price will be selected for contract award.</p>
ITB 36.1	The Centre 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. In case of annulment, all bids submitted and specifically, bid securities, if applicable, shall be promptly returned to the Bidders.
	F. Award of Contract
ITB 37.1	The Centre shall award the Contract to the Bidder whose bid 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
ITB 38.1	At the time the Contract is awarded, the Centre reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements without any change in the unit prices or other terms and conditions of the bid.
ITB 38.1	Prior to the expiration of the period of bid validity, the Centre shall notify the successful Bidder, in writing, that its Bid has been accepted
ITB 41.1	Within twenty-eight (28) days of the receipt of notification of award from the Centre, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 33.5, using for that purpose the Performance Security Form included in Section X, Contract Forms

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Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders. In accordance with ITB 33 and ITB 35, no other factors, methods or criteria shall be used.

Contents

1. **Evaluation (ITB 33)**Error! Bookmark not defined.
2. **Qualification (ITB 35)**.....Error! Bookmark not defined.

ITB 28.1 - CRITERIA FOR RESPONSIVITY

- (a) Bid Submission Form
- (b) Written confirmation authorizing the signatory of the Bid to commit the Bidder (power of attorney);
- (c) Copy of the bidder's certificate of registration / incorporation;
- (d) Documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid, including Manufacturer's Authorization
- (e) Evidence for the supply and delivery of at least five electric buses with after-sales services in the Caribbean within the last three years
- (f) Must demonstrate annual turnover of at least US \$300,000.00 per year during the last three years;
- (g) Supplier's Warranty: (24 months warranty or 100,000 KM (whichever comes first) on the whole bus after the first registration in the country)
- (h) After sales services Servicing and Technical Support: (Run-in service at 5,000KM Inspections at 15,000 KM and Servicing every 30,000 KM; and
- (i) Should be able to deliver the goods, including operating and training manuals, within eight months.

(ITB 16.2) - TECHNICAL EVALUATION CRITERIA

To establish the conformity of the Goods 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 Specifications terms of Reference and Section VII – Schedule of Requirements.

ITB 33.2 – BID PRICES

To evaluate Bid Prices, the Centre shall consider the following

- (a) Evaluation will be done for each item of the supply and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 30.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 31;

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Section IV. Bidding Forms

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1. Letter of Bid

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

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

ICB No.: **Contract#9/2021/IMELS/St. Kitts/CCCCC**

Invitation for Bid No.: **“Supply and Delivery of Electric Bus (Right-hand drive preferred), Charging Stations and Performance of Related Services for the Federation of Saint Kitts and Nevis”**

To: *Caribbean Community Climate Change Centre
Lawrence Nicholas Building
Ring Road
Belmopan City
Belize*

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders ITB 8;
- (b) We have no conflict of interest in accordance with ITB 4;
- (c) 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:
_____;
- (d) The total price of our Bid, excluding any discounts offered in item (f) below is:
[insert the total price in words and figures in United States currency];
- (e) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: [Specify in detail each discount offered.]
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- (f) Our bid shall be valid until **22 May 2021**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (g) If our bid is accepted, we commit to obtain a performance security valued at 5% of the Contract value in accordance with the Bidding Documents;
- (h) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e);
- (i) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Centre.
- (j) **[We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5];¹**
- (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; and
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder* **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**

*: 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 to be attached with the Bid Schedules.

¹ Bidder to use as appropriate

2. 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.: **Contract#9/2021/IMELS/St. Kitts/CCCCC**
 Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member 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 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> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser <input type="checkbox"/> Power of Attorney, in accordance with ITB 20.2. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

3. Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].

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

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. Price Schedule Forms

*[The Bidder shall fill in the relevant 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 Centre in the Schedule of Requirements.]*

(A) Price Schedule: Goods Manufactured Outside the Federation of Saint Kitts and Nevis, to be Imported

Currencies in accordance with ITB 15							Date: _____	
							ICB No: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation to BWA	Total Price per line item (Col. 7+8)
<i>[insert number of the 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 number 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>		
I	Fully electric bus with no internal combustion engine, seating capacity of 20 to 25 persons with provision for wheelchair accommodations			1				
II	Bus charging stations			2				
	TOTAL							

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

(B) Price Schedule: Goods Manufactured Outside the Federation of Saint Kitts and Nevis, already imported

Currencies in accordance with ITB 15										Date: _____	
										ICB No: _____	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) (Col. 5x8)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv))	Price per line item for inland transportation to BWA	Total Price per line item (Col. 9+10+11)
[insert number of the item]	[insert name of Goods]	[insert country of origin of the Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per unit]	[insert custom duties and taxes paid per unit]	[insert unit price net of custom duties and import taxes]	[insert price per line item net of custom duties and import taxes]	[insert sales and other taxes payable per item if Contract is awarded]		
Total Price											

* [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity, the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

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

(c)Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15

Date: _____
 ICB No: _____
 Alternative No: _____
 Page N° _____ of _____

1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the The Federation of Saint Kitts and Nevis 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>
1	<i>Installation and Commission of Bus and Charging Stations</i>			Lump Sum		
2	<i>Basic entry level training in the use, operation and maintenance of the bus.</i>			Lump Sum		
Total Bid Price						

5. 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.]

6. 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.: **Contract#9/2021/IMELS/St. Kitts/CCCC**

To:
***Caribbean Community Climate Change Centre,
Lawrence Nicholas Building,
Ring Road Belmopan City, Belize***

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 ***[electric bus and charging stations]***, 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 _____ day of _____, _____ *[insert date of signing]*

Section V. Eligible Countries

There are no restrictions on the nationality of Bidders.

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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.

In pursuance of this policy, the following terms are defined:

- i. **Corrupt practice** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party;
- ii. **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;
- iii. **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
- iv. **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.

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 2 – Supply Requirements

Section VII. Schedule of Requirements

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1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date	
					Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
1	Electric Bus and	1		The Federation of Saint Kitts and Nevis	8 months after date of effectiveness of Contract	[insert the number of months following the date of effectiveness the Contract]
2	Charging Station	2				

2. 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
1	<i>Installation and Commission of Bus and Charging Stations</i>	<i>Not Applicable</i>	<i>months</i>	<i>Federation of Saint Kitts and Nevis</i>	<i>Within 1 months of delivery of the bus and charging station</i>
2	<i>Basic entry level training in the use, operation and maintenance of the bus.</i>	<i>Not Applicable</i>	<i>months</i>		<i>Within 1 months of Installation and Commission of Bus and Charging Stations</i>

3. Technical Specifications

See Technical Specifications Appended

PART 3 – Contract

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Section VIII. General Conditions of Contract

Table of Clauses

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Section VIII. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Centre” means the Caribbean Community Climate Change Centre.
- (b) “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.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “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.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “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.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “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.
- (l) “SCC” means the Special Conditions of Contract.

- (m) “Subcontractor” means any 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.
- (n) “Supplier” means the 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.
- (o) “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 Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Corrupt and Fraudulent Practices

3.1 The Centre requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

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 EXW, CIP, FCA, CFR 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 an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Donor shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 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 Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Belize.
- 9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser’s country.
- 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. 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 Centre

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Centre and/or persons appointed by the Centre 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 Centre if requested by the Centre. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Centre's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Centre's prevailing sanctions procedures)

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 and 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.

16.6 The Employer shall retain from each payment due to the Contractor the proportion stated in the SCC until Completion of the whole of the Works.

48.2 On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected.

17. Taxes and Duties

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, 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 Bank 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 and Incidental Services

- 25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, 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

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 Purchaser'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. Change 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. Extensions 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 fraud and corruption, 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 and of the Bank 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.

38. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.

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(i)	The Purchaser's Country is: <i>Belize</i>
GCC 1.1(j)	The Purchaser is: <u>Caribbean Community Climate Change Centre (CCCCC), Lawrence Nicholas Building, Ring Road, Belmopan City, Belize</u>
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is: <i>The Federation of Saint Kitts and Nevis</i>
GCC 3.1	The Centre requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be <i>Incoterms 2010 - CIP</i>
GCC 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.
GCC 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.
GCC 4.5	Non-waiver 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.

GCC 4.6	<p>Severability</p> <p>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.</p>
GCC 5.1	<p>The language shall be: English</p>
GCC 6.1	<p>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.</p>
GCC 8.1	<p>Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified below.</p> <p>For notices, the Purchaser’s address shall be:</p> <p>Attention: <i>Earl Green, Project Manager</i> <i>Caribbean Community Climate Change Centre</i> Address: <i>Lawrence Nicholas Building, Ring Road</i> Floor/ Room number: <i>First Floor</i> City: <i>Belmopan</i> Country: <i>BELIZE</i> Telephone: <i>501-822-1094, 822-1104</i> Electronic mail address: egreen@caribbeanclimate.bz</p>
GCC 8.1	<p>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.</p>
GCC 9.1	<p>The governing law shall be the law of: Belize</p>
GCC 10.1	<p>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.</p>
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Belize.</p>

<p>GCC 12.1</p>	<p>The Goods and Related Services to be supplied is specified in the Schedule of Requirements.</p>
<p>GCC 13.1</p>	<p>Details of Shipping and other Documents to be furnished by the Supplier, where relevant, are:</p> <ul style="list-style-type: none"> • <i>description of the equipment and accessories</i> • <i>quantity being shipped to each country</i> • <i>negotiable bill of lading</i> • <i>a non-negotiable sea way bill</i> • <i>a road consignment note</i> • <i>evidence of insurance</i> • <i>Manufacturer’s or Supplier’s warranty certificate</i> • <i>Supplier’s factory shipping details</i> <p>For the purpose of processing customs and tax exemption, 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 14.1</p>	<p>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</p>
<p>GCC 15.1</p>	<p>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 resulting from arithmetic corrections during evaluation of bids.</p>
<p>GCC 16.1</p>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p style="text-align: center;">Payment for Goods supplied from abroad:</p> <p>Payment shall be made in (US Currency) in the following manner:</p> <p>(i) Advance Payment: <u>Twenty percent (20%) of the Contract Price</u> shall be paid within thirty (30) days of signing of the Contract, and upon submission of an invoice in the same amount and submission of an Advance Payment Security/ Bank Guarantee (<i>Annex 3</i>) for the equivalent amount and valid until the Goods are delivered and in the form provided in the bidding documents.</p> <p>(ii) On Shipment: <u>Forty (40) percent of the Contract Price</u> shall be paid within thirty (30) days on shipment of the Goods and upon</p>

	<p>submission of documents specified in GCC Clause 12, and upon submission of an invoice in the same amount.</p> <p>(iii) On Acceptance of the goods: <u>Twenty (20) percent of the Contract Price</u> shall be paid within thirty (30) days on acceptance of the Goods by the Federation of Saint Kitts and , and upon submission of an invoice in the same amount.</p> <p>(iii) On Completion of Ancillary: <u>Ten percent (10%) of the Contract Price</u> of Goods received shall be paid within thirty (30) days of completion of the installation and training and , and upon submission of an invoice in the same amount.</p>
GCC 18.1	<p>A Performance Security <i>shall be required</i></p> <p>Performance Security of <u>5% of the Contract price shall be required within twenty eight (28) days of notification of contract award</u></p>
GCC 18.3	<p>The Performance Security shall be in the form of: <i>Performance Security – Annex 2</i></p> <p>The Performance security shall be denominated in <i>US Currency</i></p>
GCC 18.4	<p>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</p>
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be: <i>With the complete address of the Name and Contract Number as per section GCC 23.1 accompanied by bill of lading, sea way bill, an airway bill, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, test and inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details.</i></p>
GCC 24.1	<p>Insurance: 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 - Incoterms 2010 – CIP at no less than 110% of the contract value.</p>
GCC 25.1	<p><i>The Supplier is required under the Contract to transport the Goods to the Federation of Saint Kitts and Nevis</i></p>

<p>GCC 25.2</p>	<p>Incidental services to be provided are:</p> <ul style="list-style-type: none"> • Installation • Commissioning • Training
<p>GCC 26.1</p>	<p>Detailed factory test must be conducted in accordance with governing international standards to establish that the Vehicles satisfy the:</p> <ol style="list-style-type: none"> i. minimum technical specifications outlined in Section VII of these Bidding Documents, taking into consideration the road conditions, temperature, typography, velocity, inclination etc. in Saint Kitts; and ii. economic indicators to establish that the Vehicles satisfy the required operating efficiencies. <p>The Inspections and tests shall be conducted at: The Supplier’s or Manufacturer’s location with relevant test certificate provided to the Purchaser prior to shipment. Selected supplier shall provide factory test report.</p> <p>Prior to acceptance of the Goods and final payment, road tests will be conducted in Saint Kitts along the typical route to determine the efficiency and performance of the Vehicles based on local conditions.</p>
<p>GCC 26.3</p>	<p>The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to at GCC 26.1.</p>
<p>GCC 26.6</p>	<p>The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection referred to at GCC 26.1.</p>
<p>GCC 27.1</p>	<p>If the Supplier fails to deliver any or all of the Goods by the Date of delivery or perform the Related Services within the period specified in the in Section VII, Schedule of Requirements, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract: a sum equivalent to two percent (2%) of the contract price for each week or part thereof of delayed</p> <p>The maximum amount of liquidated damages shall be: ten percent (10%) of the contract price.</p>
<p>GCC 28.3</p>	<p>The period of validity of the Warranty on equipment and labor shall be: <i>five (5) years.</i></p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be</p>
<p>GCC 28.5</p>	<p>Upon receipt of such notice, the Supplier shall, within fifteen (15) days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p>

GCC 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.
GCC 28.5	The period for repair or replacement shall be: <i>Thirty [30] days</i> .
GCC 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.
GCC 30.1	Except in cases of criminal negligence or willful misconduct, (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
GCC 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.
GCC 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: <ul style="list-style-type: none"> (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.
GCC 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.

GCC 34.1	<p>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.</p>
GCC 35.1	<p>Termination for Default</p> <p>(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:</p> <ul style="list-style-type: none"> (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 fraud and corruption, as defined in GCC Clause 3, in completing the task.
GCC 35.2	<p>Termination for Insolvency.</p> <p>(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</p>
GCC 36.1	<p>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.</p>
GCC 38	<p>This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes</p>

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the 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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Annex I

Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

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

Subject: **Notification of Award Contract#9/2021/IMELS/St. Kitts/CCCCC**

This is to notify you that your Bid dated *[insert date]* for execution of the “**Supply and Delivery of Electric Bus (Right-hand drive preferred), Charging Stations and Performance of Related Services for the Federation of Saint Kitts and Nevis** for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, 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

[The Purchaser shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

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

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)
 - (h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, 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.
4. 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 *[insert the name of the Contract governing law country]* 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]*

ANNEX II
Performance Security
Option 1: (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 a contract with the Centre, for the **“Supply and Delivery of Electric Bus (Right-hand drive preferred), Charging Stations and Performance of Related Services for the Federation of Saint Kitts and Nevis** (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 figures]* (_____) *[insert amount in words]*,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 Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

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 18.4. 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*

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: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

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."

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20
_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Annex III Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *Caribbean Community Climate Change Centre,*

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 Centre, for the **“Supply and Delivery of Electric Bus (Right-hand drive preferred), Charging Stations and Performance of Related Services for the Federation of Saint Kitts and Nevis** (hereinafter called “the Contract”).

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

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

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 day]* day of *[insert month]*, 2 *[insert year]*, 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)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.