



REQUEST FOR PROPOSAL

FOR

**Supply and Installation of 105 kWp Ground
Mounted Array Type Grid Connected Solar
Photovoltaic System at the
Argyle International Airport,
St. Vincent and the Grenadines**

(PACES/002/2016)

Request for Proposals

Project Title: Promoting Access to Clean Energy Services in St. Vincent and the Grenadines (PACES)

1. The government of St Vincent and the Grenadines has received funding from the Global Environmental Facility (GEF) to support its climate change mitigation thrust. The UNDP is implementing a medium size project entitled “Promoting Access to Clean Energy Services in St. Vincent and the Grenadines (PACES)” on behalf of the government. Under the component of Clean Energy RE-based Electricity Generation a contract will be awarded for the **Supply and Installation of 105 kWp Ground Mounted Array Type Grid Connected Solar Photovoltaic System at the Argyle International Airport, St. Vincent and the Grenadines – PACES/002/2016**
2. The Promoting Access to Clean Energy Services in St. Vincent and the Grenadines (PACES) Project now invites sealed bids from eligible bidders for the;

Supply and Installation of 105 kWp Ground Mounted Array Type Grid Connected Solar Photovoltaic System at the Argyle International Airport, St. Vincent and The Grenadines - PACES/002/2016.
3. Bidding will be conducted through the International Competitive Bidding procedures as and is open to all eligible bidders.
4. Interested eligible bidders may obtain further information from:

*PACES Project
Energy Unit, Ministry of National Security Air and Seaport Development
St Vincent and the Grenadines
Kingstown,
Telephone Number: 1 784 451 2338
Email: leshan.monrose@undp.org
dandre.jackson@undp.org*

5. Bids must be delivered to the address below on or before **Friday, 20th May 2016 at 2:00 p.m. (GMT).**

*The Secretary
Central Supplies Tenders Board
Ministry Of Finance and Economic Planning
Government of St. Vincent and the Grenadines
3rd Floor, Financial Complex
Kingstown
St. Vincent and the Grenadines*

Attention: ***Secretary Central Supplies Tenders Board***

Electronic bidding *will not* be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below:

***Central Supplies Tenders Board
Ministry Of Finance and Economic Planning
Government of St. Vincent and the Grenadines
3rd Floor, Financial Complex
Kingstown
St. Vincent and the Grenadines***

6. The RFP includes the following documents:

Section 1 – Instructions to Bidders
Section 2 – Bidding Forms
 Technical Proposal - Standard Forms
 Financial Proposal - Standard Forms
Section 3 - Bid data sheet

7. The Contracting Authority (PACES Project) reserves the right to accept or reject any tender and to annul the process and reject all tenders at any time prior to the contract signature, without thereby incurring any liability.

Section 1. Instructions to Bidders

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Section I. Instructions to Bidders

General

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| Scope of Bid | <p>1.1 In connection with the Invitation for Bids, the Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are specified in the BDS. The name, identification, and number of lots of are provided in the BDS.</p> <p>1.2 Throughout these Bidding Documents:</p> <ul style="list-style-type: none">(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. |
| Source of Funds | <p>2.1 The Borrower or Recipient (hereinafter called “the Borrower”) specified in the BDS has applied for or received financing (hereinafter called “funds”) from the Global Environmental Facility (GEF) (hereinafter called “the Donor”) toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.</p> |
| Fraud and Corruption | <p>3.1 It is the Donor’s and the Borrowers policy to require that all bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Donor-financed contracts, observe the highest standard of ethics during the procurement and execution of contracts.¹ In pursuance of this policy, the Donor and the Borrower:</p> <ul style="list-style-type: none">(a) defines, for the purposes of this provision, the terms set forth below as follows: |

¹ *In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, subcontractors, sub-consultants, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.*

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation³;
- (iii) “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Donor investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Donor’s inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it is determined that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

² “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Donor staff and employees of other organizations taking or reviewing procurement decisions.

³ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non- competitive levels.

⁵ “Party” refers to a participant in the procurement process or contract execution.

- (c) will cancel the portion of the funds allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the funds engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Donor to address such practices when they occur; and
 - (d) will sanction a firm or an individual, at any time, in accordance with prevailing Donor's sanctions procedures^a, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Donor-financed contract; and (ii) to be a nominated^b subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Donor-financed contract.
- 3.2 In further pursuance of this policy, Bidders shall permit the Donor to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Donor.
- 3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country. 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. All bidders found to have conflict of interest shall be disqualified. Bidders may be

^a A firm or an individual may be declared ineligible to be awarded a Donor-financed contract upon completion of the Donor's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Donors; and (iii) the World Donor Group corporate administrative procurement sanctions procedures for fraud and corruption.

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Borrower.

considered to have a conflict of interest with one or more parties in this bidding process, if they:

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3-4.4 A firm that has been sanctioned by the Donor in accordance with the above ITB Clause 3.1 (d), or in accordance with the Donor's Guidelines on Preventing and Combating Fraud and Corruption shall be ineligible to be awarded a Donor-financed contract, or benefit from a Donor-financed contract, financially or otherwise, during such period of time as the Donor shall determine.

4.5 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**Eligible Goods and
Related Services**

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Donor may have their origin in any country.

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.

Contents of Bidding Documents

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| Bidding Documents | 6.1 | The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents. |
| | 6.2 | The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser. |
| | 6.3 | The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid. |
| Clarification of Bidding Documents | 7.1 | A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the BDS . The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than the date specified in the BDS . The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2. |
| Amendment of Bidding Documents | 8.1 | At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing an addendum. |
| | 8.2 | Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser. |
| | 8.3 | To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2 |

Preparation of Bids

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| Cost of Bidding | 9.1 | The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| Language of Bid | 10.1 | The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS . Supporting |

documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**Documents
Comprising the Bid**

11.1 The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- (h) any other document required in the BDS.

**Bid Submission
Form and Price
Schedules**

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms

Alternative Bids

12.1. Unless otherwise specified in the BDS, alternative bids shall not be considered.

Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The terms 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.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
 - (a) For Goods manufactured in the Purchaser's Country:
 - (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 Purchaser's Country 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 the Purchaser's Country, to be imported:

- (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, 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;
 - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the BDS;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:

[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.]

- (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 Purchaser's Country 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).

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

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

Currencies of Bid

15.1 The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the **BDS**.

15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. 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 currencies in addition to the currency of the Purchaser's Country.

Documents Establishing the Eligibility of the Bidder

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

**Documents
Establishing the
Eligibility of the
Goods and Related
Services**

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

**Documents
Establishing the
Conformity of the
Goods and Related
Services**

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

**Documents
Establishing the
Qualifications of
the Bidder**

- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;

- (a) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (b) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

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

Bid Security

- 19.1. The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 19.2. The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a freely convertible currency, and shall:
 - (a) at the bidder's option, be in the form of either a letter of credit, or a Donor guarantee from a Bank
 - (b) ing institution, or a bond issued by a surety;
 - (c) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser's Country, it shall have

a correspondent financial institution located in the Purchaser's Country to make it enforceable.

- (d) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (e) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
- (f) be submitted in its original form; copies will not be accepted;
- (g) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

19.3. If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

19.4. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

19.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
 - (i) **sign the Contract in accordance with ITB Clause 43;**
 - (ii) **furnish a Performance Security in accordance with ITB Clause 44.**

19.6. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

21.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

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

**Format and
Signing of Bid**

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

Submission and Opening of Bids

**Submission,
Sealing and
Marking of Bids**

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

- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

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

**Deadline for
Submission of Bids**

22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.

22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

Late Bids

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

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

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

24.2. Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

- 24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

Bid Opening

- 25.1. The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS**.
- 25.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 25.4. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the

attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

Evaluation and Comparison of Bids

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

- Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

- Responsiveness of Bids**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

- (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- Nonconformities, Errors, and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.
- Preliminary Examination of Bids**
- 32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

	<p>32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.</p> <p>(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;</p> <p>(b) Price Schedules, in accordance with ITB Sub-Clause 12.2;</p> <p>(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.</p>
Examination of Terms and Conditions; Technical Evaluation	<p>33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.</p> <p>33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.</p> <p>33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.</p>
Conversion to Single Currency	<p>32.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency specified in the BDS, using the selling exchange rates established by the source and on the date specified in the BDS.</p>
Domestic Preference	<p>33.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise specified in the BDS.</p>
Evaluation of Bids	<p>34.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>34.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.</p> <p>34.3 To evaluate a Bid, the Purchaser shall consider the following:</p> <p>(a) evaluation will be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted in accordance with clause 14;</p>

- (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
 - (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.
- 34.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 34.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

Comparison of Bids	35.1	The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.
Post-qualification of the Bidder	36.1	The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
	36.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.
	36.3	An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	37.1	The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

Award Criteria	38.1	The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
Purchaser's Right to Vary Quantities at Time of Award	39.1	At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, 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.
Notification of Award	40.1	Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
	40.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

- 40.3 The Purchaser shall publish, on the websites **specified in the BDS**, the name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 40.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

- Signing of Contract**
- 41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 41.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 41.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser 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.

**Performance
Security**

- 42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section 2 Bidding Forms

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Letter of Bid

Date:

Invitation for Bid No. **PACES/002/2016**

To: ***The Energy Unit***

Ministry of National Security, Air and Sea Port Development

Corner of Higginson and Lower Middle Street

Kingstown

St. Vincent

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8.1)
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:

105 kWp Ground Mounted Array Type Grid Connected Solar Photovoltaic System at the Argyle International Airport, St. Vincent and The Grenadines;

- (c) The total price of our Bid is: _____

[insert the total bid price in words and figures, indicating EC currency];

- (d) Our bid shall be valid for a period of **ninety (90) days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security of **ten percent (10%) of the contract value** for the due performance of the Contract;
- (f) We, including any subcontractors or suppliers for any part of the contract, have the following nationality _____

[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]

- (g) 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), other than alternative bids submitted in accordance with ITB 13;
- (h) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;

- (i) 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
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (k) 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: _____

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 _____, 2016

**: 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.*

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.: **PACES/002/2016**

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

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
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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]*

ICB No: **PACES/002/2016**

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.

Price Schedule Forms

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

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)							Date: _____ ICB No: _____	
Currencies in accordance with ITB 15							Alternative No: _____ Page No _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	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>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

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

Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*

(Group C bids, Goods already imported) Currencies in accordance with ITB 15										Date: _____ ICB No: _____ Alternative No: _____ Page No. _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date 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 148 (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. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
Total Bid Price											

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

** [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.]*

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____				(Group A and B bids) Currencies in accordance with ITB 15				Date: _____ ICB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

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

Price 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 Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

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

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.: PACES/002/2016

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

To: **Promoting Access to Clean Energy Services, Corner of Higginson and Lower Middle Street. Kingstown St. Vincent and the Grenadines**

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 **Solar Photovoltaic System**, 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]*

Schedule of Requirements

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Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder’s offered Delivery date <i>[to be provided by the bidder]</i>
<i>[insert item No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>

2. List of Related Services and Completion Schedule

[This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert required Completion Date(s)]</i>

1. If applicable

Technical Specifications

TECHNICAL SPECIFICATIONS

General Electrical Requirements

Voltage insulation levels, grounding, equipment interrupting and continuous current capacities, circuit protection, and mechanical strengths shall be selected and coordinated in accordance with calculations and the recommendations of the National Electrical Safety Code (NESC),

International Electrotechnical Commission (IEC) or other applicable codes and standards as noted (with IEC taking precedence if conflicting code requirements). Any variation from code shall be noted. Electrical systems shall be designed for the expected environmental conditions at the site, including temperature, humidity, elevation, and corrosion.

Conductor colour codes shall be in compliance with the existing St. Vincent and the Grenadines regulations based on IEE BS7671 – British Standard.

Direct current (DC) and alternating current (AC) conductors shall be labelled to match wiring diagrams at all combiner boxes, pull boxes, electrical enclosures, inverters, etc.

PV Modules

- Modules installed shall conform to the manufacturer's published data sheet(s).
- Manufacturer shall provide test data that quantify initial light-induced degradation (LID).
- The average power ratings of all modules shipped, based on the manufacturer's flash test data, shall be greater than or equal to the nominal rating of the module as specified in the published data sheet.
- Modules shall be listed to Underwriters Laboratories (UL) 1703 and/or IEC and individually marked as such.
- Modules shall be independently certified to qualification standard IEC 61215 (crystalline silicon flat plate modules) or to IEC 61646 (thin film flat plate modules), but also to IEC 61701 or ASTM E1597..
- Module string configuration must be compatible with the proposed inverter (provide name of inverter or list of possible inverters).

- PV module connectors must be designed for environmental exposure, be polarized, not interchangeable, and have an ampacity rating not less than the maximum series fuse rating of the module.

Module interconnection cables

- Conductor size is to be determined in accordance with the IEC, including conditions of use with particular consideration of temperature rise due to solar exposure, terminal ratings, and consideration of over-current protection and all possible current sources.
- Module interconnect wiring should be identified and marked for "Sunlight Resistant" when exposed, "Cable Tray" when in cable tray, and "Direct Burial" when directly buried.
- Solid wire that could break when modules are serviced or moved should be avoided.

Combiner boxes

- Combiner boxes must have **IP67** standard.

Disconnects

- Disconnects must be listed to the appropriate UL and/or IEC standard for the application.
- Disconnects must be provided at locations required by the IEC.

Inverters

- PV inverter systems shall be commercial grade, pure sine wave, and specifically designed for on-grid PV installations.
- Minimum inverter warranty shall be 10 years, design life shall be 25 years (inverter exchange every 10 years shall be included in the bid).
- Inverter systems shall be designed for the expected environmental conditions at the site, including temperature, humidity, elevation, and corrosion.
- The PV inverter system shall be designed and materials shall be furnished in accordance with the latest revisions of applicable sections of UL, IEC and IEEE.
- Inverter voltage, current, and frequency capability are to be selected in accordance with the PV technology used and conditions local to the generating facility

12.7 Warranties and Guaranties

The contractor shall include a plan for comprehensive Project Warranty including but not limited to;

- PV modules, workmanship, and long-term performance
- Inverter materials, workmanship, and long-term performance
- Balance of System (BoS) materials, workmanship, and long-term performance
- Energy performance guarantee at point of interconnection
-

Drawings

These Bidding Documents includes *[insert “the following” or “no”]* drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing No.	Drawing Name	Purpose

Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and test*

Section 3 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 Bids is: PACES/002/2016
ITB 1.1	The Purchaser is: <u>Promoting Access to Clean Energy Services in St. Vincent and the Grenadines (PACES) Project, Energy Unit, Corner of Higginson and Lower Middle St., Kingstown St. Vincent</u>
ITB 1.1	The name of the ICB is: <u>Supply and Installation of 105 kWp Ground Mounted Array Type Grid Connected Solar Photovoltaic System at the Argyle International Airport, St. Vincent and the Grenadines</u> The identification number of the ICB is: <u>PACES/002/2016</u>
ITB 2.1	The name of the Recipient country is: St. Vincent & the Grenadines The name of the Project is <u>Promoting Access to Clean Energy Services in St. Vincent and the Grenadines (PACES)</u>
ITB 4.1	A list of Ineligible Countries: N/A
	B. Contents of Bidding Documents
ITB 7.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is: PACES Project The Energy Unit Corner of Higginson and Lower Middle Street Kingstown St. Vincent Telephone: 1 748 456 1111 ext 369/ 1 784 451 2338 Email: energyunit@vincysurf.com

	<p>A Pre Bid Meeting will be held at the project site: <u>Argyle International Airport, St. Vincent and The Grenadines on Thursday 21 April at 11:00am EST</u></p> <p><i>The deadline for the submission of queries for clarification of bid purposes only is <u>April 28th 2016</u></i></p>
	C. Preparation of Bids
ITB 10.1	<p>The language of the bid is: English. All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITB 11.1	<p>The Bidder must submit the following additional documents not already listed in ITB Sub-Clause 11.1:</p> <p>Bidder Qualification and Experience</p> <p>Bidder shall provide a Project Summary Execution Plan for the full scope of services to be provided</p> <p>Financial Capability: the Bidder shall furnish documentary evidence that it meets the financial criteria</p> <p>The Bidder shall furnish documentary evidence to demonstrate that the experience requirements</p>
ITB 13.1	Alternative <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 14.6	<p>Prices shall be quoted as specified in the Price Schedule.</p> <p>The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered</p>
ITB 14.6 (b) (i)	The Incoterms edition is: Incoterms 2000 - CIP

ITB 14.6 (b) (ii)	Place of destination - St. Vincent & the Grenadines “Final destination (Project Site)”: Argyle International Airport (AIA), St. Vincent & the Grenadines
ITB 15.1	The prices shall be quoted by the bidder in: <i>Eastern Caribbean Dollars (XCD)</i>
ITB 18.1	To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in the Schedule of Requirements.
ITB 18.2	The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the, Schedule of Requirements.
ITB 19.1 (a)	Manufacturer’s authorization is: <i>“Required”</i>
ITB 19.1 (b)	After sales service is: <i>“Required”</i>
ITB 20.1	The bid validity period shall be ninety <i>(90) days after the deadline for the submission of bids.</i>
ITB 22.1	In addition to the original of the bid, the number of copies is: <i>three (3)</i>
	D: Submission and Opening of Bids
ITB 23.1	<p>Bidders shall enclose the original and each copy of the Bid in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and</p> <p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1; (c) The inner and outer envelopes shall bear the following additional identification marks: <p><u>Supply and Installation of 105 kWp Ground Mounted Array Type Grid Connected Solar Photovoltaic System at the Argyle International Airport</u></p>

	<p>(e) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.</p> <p>If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.</p>
24.1	<p>Bid submissions are to be made to:</p> <p><i>The Secretary Central Supplies Tenders Board Ministry Of Finance And Economic Planning Government Of St. Vincent And The Grenadines 3rd Floor, Financial Complex Kingstown St. Vincent And The Grenadines</i></p> <p>Attention: <i>Secretary Central Supplies Tenders Board</i></p> <p>The deadline for the submission of bids is: The deadline for the submission of bids is <u>Friday 20th May 2016 at 2:00 p.m. (GMT).</u></p>
26.1	<p>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:</p> <p>(a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and</p> <p>(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.</p>
E. Evaluation and Comparison of Bids	
ITB 28.1	<p>Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.</p>

ITB 30. (1,2 and 3)	<p>The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.</p> <p>A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission.</p> <p>If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission</p>
ITB 35.1	<p>Domestic preference <i>shall not</i> be a bid evaluation factor.</p> <p><i>Experience in working in the Caribbean in installing and commissioning of such systems in small islands developing states will be an asset.</i></p>
ITB 36.1	<p>The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in the Evaluation and Qualification Criteria.. No other criteria or methodology shall be permitted.</p> <p>To evaluate a Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> • price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3; • adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in the Evaluation and Qualification Criteria; <p>The Purchaser's evaluation of a bid will exclude and not take into account:</p> <ul style="list-style-type: none"> • in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder; • any allowance for price adjustment during the period of execution of the contract, if provided in the bid. <p>The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).</p>

ITB 40.1	The Purchaser shall award the Contract to: the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents
ITB 42	Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract