



CARIBBEAN COMMUNITY CLIMATE CHANGE CENTRE

WORKS CONTRACT

DONOR	EUROPEAN UNION
CONTRACT TITLE	Lot A: Upgrade of the Desbarra Water Treatment Facility, Desbarra, Saint Lucia Lot B: Upgrade of the Existing Infrastructure at the Vanard Intake and Pumping Station, Vanard, Saint Lucia
EMPLOYER	Caribbean Community Climate Change Centre (The Centre)
BENEFICIARY	WASCO
BENEFICIARY COUNTRY	SAINT LUCIA
CONTRACT NO	#12/2022/EU-GCCA/CCCCC
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Procurement of Works

**Request for Bids (RFB) under Regional/National
Competitive Bidding**

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Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1 The Centre invites bids for the construction of Works, as described **in the Bid Data Sheet (BDS)**. The name and identification number of the Contract are provided in the **BDS**.
- 1.2 The successful Bidder shall be expected to complete the Works by the Intended Completion Date specified **in the BDS**.
- 1.3 Throughout this bidding document:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, with proof of receipt)
 - (b) “day” means calendar day; and
- 1.4 If specified **in the BDS**, the Centre intends to use the electronic-procurement system indicated **in the BDS** to manage the aspects of this procurement process specified **in the BDS**.

2. Source of Funds

2.1 The Center’s Financing, shall be **indicated in the BDS** (hereinafter called “funds”) and will be used toward the cost of the project **named in the BDS**. The Center intends to apply a portion of its funds to eligible payments under the contract(s) for which these Bidding Documents are issued.

2.2 Payments will be made only upon approval by The Center in accordance with the terms and conditions of the agreement. If The Center is a recipient of financing from an International Financing Institution, then all approvals and payments will be subjected in all respects to the terms and conditions of that Financing Agreement.

3. Prohibited Practice

- 3.1 The Center requires that all individuals bidding for or participating in a project executed by the Center including, inter alia bidders, suppliers, contractors, consultants, and concessionaires (including their respective officers, Centres and agents) adhere to the highest ethical standards, and report to the Centre all suspected acts of Prohibited Practices of which they have knowledge or become aware both during the bidding process and throughout negotiation of execution of a contract.
- 3.2 Any firm, consultant 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 are governed by the provisions of the Centre's Prohibited Practices Policy as defined as <https://www.caribbeanclimate.bz/wp-content/uploads/2022/01/Annex-III.pdf> as identified in the **BDS**

4. Eligible Bidders

4.1 Project funds will only be used for the payment of goods, works, and services contracted with firms or individuals from eligible countries (Section III).

4.2 The Centre will not deny pre - or post-qualification to a firm for reasons unrelated to its capability and resources to successfully perform the contract; nor does it disqualify any bidder for such reasons. Consequently, the Centre will diligently ascertain the technical and financial qualification of bidders to be assured of their capabilities in relation to the specific contract.

4.3 As exceptions to the foregoing:

Firms of a country or goods manufactured in a country may be excluded if

(i) as a matter of law or official regulation, the given Member country prohibits commercial relations with that country, provided that the Centre is satisfied that such exclusion does not preclude effective competition for the supply of goods or works required, or

(ii) 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 Member country prohibits any import of goods from, or payments to, a particular country, person, or entity. Where the Member country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded. Must not be listed as an Ineligible or sanctioned firm or individual by any International Financial Institution (IFI) or The Centre's or Beneficiary country laws or official regulations or be subject to EU restrictive measures are maintained by the DG FISMA and published on the following website: www.sanctionsmap.eu

(iv) Individuals or firms engaged by the Centre to provide services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified

from subsequently providing goods and works or services resulting from or directly related to the individuals or firm's consulting services for such preparation or implementation. This provision does not apply to the various individuals or firms (consultants, contractors, or suppliers) performing the contractor's obligations under a turnkey or design and build contract.

- 4.4 Government-owned enterprises in the Member country may participate only if they can establish that they are legally and financially autonomous, and operate under commercial law
 - 4.5 A firm declared ineligible by the Centre shall not be awarded contract during the period of time determined by the Centre.
 - 4.6 Any firm may bid independently or in joint venture confirming joint and several liabilities.
- 5. Qualifications of the Bidder**
- 5.1 All bidders shall provide in Section IV, "Bidding Forms," a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 5.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV, "Bidding Forms."
 - 5.3 If the Centre has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, "Bidding Forms" unless otherwise stated **in the BDS**:
 - (a) copies of original documents defining the constitution or incorporation, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of construction works performed for each of the last three (3) to five (5) years;
 - (c) experience in works of a similar nature and size for each of the last three (3) to five (5) years, and details of work under way or contractually committed; and clients who

may be contacted for further information on those contracts;

- (d) major items of construction equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five (5) years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authorization to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five (5) years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts and awards; and
- (j) proposals for subcontracting components of the Works amounting to more than ten (10) percent of the Contract Price. The ceiling for subcontractor's participation is stated **in the BDS**.

5.4 Bids submitted by a Joint venture, Consortium or Association (JVCA) of two or more firms as partners shall comply with the following requirements, unless otherwise stated **in the BDS**:

- (a) the Bid shall include all the information listed in ITB 5.3 above for each JVCA partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the JVCA;
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge; and
- (f) a copy of the JVCA Agreement entered into by the

partners shall be submitted with the bid; or a Letter of Intent to execute a JVCA agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement. The Letter or The Agreement shall specify the participation share (as a percentage) of each member.

- 5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria
- (a) an average annual billing of construction work over the period specified **in the BDS** of at least the multiple indicated in the **BDS**
 - (b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period specified **in the BDS** (to comply with this requirement, works cited should be at least seventy (70) percent complete);
 - (c) show that it can ensure the timely availability (own, lease, hire, etc.) of the essential equipment listed **in the BDS**;
 - (d) hire a Project Manager with five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and as listed **in the BDS**
 - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **in the BDS**.¹

A consistent history of litigation or arbitration awards against the Applicant or any partner of a JVCA may result in disqualification.

- 5.6 The figures for each of the partners of a JVCA shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB 5.5 (a) and (e); however, for a JVCA to qualify, each of its partners must meet at least twenty five (25) percent of minimum criteria of ITB 5.5 (a), (b), and (e) for an individual Bidder, and the partner in charge at least forty (40) percent of those minimum criteria. Failure to comply with this requirement shall result in rejection of the

¹ Usually the equivalent of the estimated payments flows over 4-6 months at the average (straight line distribution) construction rate. The actual period of reference shall depend on the speed with which the Centre shall pay the Contractor's monthly certificates.

JVCA's Bid.

- 5.7 Subcontractors' experiences and resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated **in the BDS**.
- 6. One Bid per Bidder** 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a JVCA². A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Bidder's participation to be rejected.
- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Centre shall in no case be responsible or liable for those costs.
- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 8.2 The Bidder's designated representative is invited to attend a pre-bid meeting and/or a Site of Works visit, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. If so, provided in the BDS, the Centre will organise a site visit.

B. Bidding Document

- 9. Contents of Bidding Document** 9.1 The bidding document comprises the documents listed below, and addenda issued in accordance with ITB 11:
- | | |
|--------------|--------------------------------------|
| Section I. | Instructions to Bidders (ITB) |
| Section II. | Bid Data Sheet (BDS) |
| Section III. | Eligibility and Prohibited Practices |
| Section IV. | Bidding Forms |
| Section V. | Draft Contract |

² For the avoidance of doubt, where the bidding includes lots, "Bid" means bid for each lot.

Section VI.	Qualification Specifications & Performance Requirement
Section VII.	Drawings
Section VIII.	Bill of Quantities/Activity Schedule
Section IX.	Contract Forms

- 10. Clarification of Bidding Document** 10.1 A prospective Bidder requiring any clarification of the bidding document may notify the Centre in writing at the Centre's address indicated **in the BDS**. The Centre shall respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Centre's response shall be forwarded to all purchasers of the bidding document, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Document** 11.1 Before the deadline for submission of bids, the Centre may modify the bidding document by issuing addenda. The BDS shall indicate the manner of publication of this addenda.
- 11.2 Any addendum thus issued shall be part of the bidding document and shall be communicated in writing to all prospective bidders that obtained the bidding document. Prospective bidders shall acknowledge receipt of each addendum in writing to the Centre.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Centre shall extend, as necessary, the deadline for submission of bids, in accordance with ITB 21.2 below.

C. Preparation of Bids

- 12. Language of Bid** 12.1 All documents relating to the Bid shall be in the language specified **in the BDS**.
- 13. Documents Comprising the Bid** 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) **Letter of Bid:** in the format indicated in Section IV, "Bidding Forms";
 - (b) **Bid Security, or Bid Validity Declaration,** in accordance with ITB 17, if required;
 - (c) **Bill of Quantities or Activity Schedule:** as specified in ITB 14;
 - (d) **Qualifications:** Information Form and Documents;
 - (e) **Alternative** offers where invited; and

- (f) any other documents required to be completed and submitted by bidders, as specified **in the BDS**.

14. Bid Prices

- 14.1 The Contract shall be for the whole Works, as described in ITB 1.1, based on the priced Activity Schedule submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Price Activity Schedule. Items for which no rate or price is entered by the Bidder shall not be paid for by the Centre when executed and shall be deemed covered by the other rates and prices in the Price Activity Schedule. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 14.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates, the unit prices, and total Bid price submitted by the Bidder.
- 14.4 The lump sum quoted by the Bidder shall be subject to adjustment during the performance of the Contract if **provided for in the BDS**. The Bidder shall submit with the Bid all the information required under the Contract.

15. Currencies of Bid and Payment

- 15.1 The lump sum price shall be quoted by the Bidder entirely in the currency of the Centre's country as specified **in the BDS**. Foreign currency requirements shall be indicated as percentages of the Bid price (excluding provisional sums³) and shall be payable at the option of the Bidder in up to three foreign currencies.
- 15.2 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentages mentioned in para. 15.1 above shall be the selling rates for similar transactions established by the source specified **in the BDS** prevailing on the date 28 days prior to the latest deadline for submission of bids. These exchange rates shall apply for all payments so that no exchange risk shall be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of ITB 29.1 shall apply; in any case, payments shall be computed using the rates quoted in the Bid.
- 15.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.4 Bidders may be required by the Centre to clarify their foreign currency requirements and to substantiate that the amounts

³ *Provisional sums are monetary sums specified by the Centre in the Bill of Quantities, to be used at his discretion for nominated subcontractors and other specified purposes.*

included in the lump sum, if required **in the BDS**, are reasonable and responsive to ITB 15.1.

16. Bid Validity

16.1 Bids shall remain valid for the period specified **in the BDS**.

16.2 In exceptional circumstances, the Centre may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. If a Bid Security is requested in accordance with ITB 17, it shall be extended up to 28 days after the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security or execution of its Bid Validity Declaration. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, except as provided in ITB 17.

17. Bid Security and Bid Validity Declaration

17.1 If required **in the BDS**, the Bidder shall furnish as part of its Bid, a Bid Security or a Bid Validity Declaration in original form as specified in the BDS.

17.2 The Bid Security shall be in the amount and denominated in the currency specified **in BDS** or in another freely convertible currency.

- (a) and at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond or surety issued by an insurance or bonding institution;
- (b) be issued by a reputable institution selected by the bidder and located in any country. If the institution issuing the bond or surety is located outside the Centre's Country, it shall have a correspondent financial institution located in the Centre's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IV "Bidding Forms," or other form approved by the Centre prior to bid submission;
- (d) be payable promptly upon written demand by the Centre in case the conditions listed in ITB 17.5 are invoked;
- (e) be submitted in its original form; copies shall not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB 16.2.

- 17.3 If a Bid Security or a Bid Validity Declaration is required in accordance with ITB 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Validity Declaration in accordance with ITB 17.1, shall be rejected by the Centre as non-responsive.
- 17.4 The Bid Security or the Bid Validity Declaration of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security.
- 17.5 The Bid Security may be forfeited, or the Bid Validity Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 16.2; or
 - (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.
 - (c) if the successful Bidder fails within the specified time to:
 - (i) sign the Contract; or
 - (ii) furnish the required performance security.
- 17.6 The Bid Security or Bid Validity Declaration of a JVCA must be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted at the time of bidding, the Bid Security or Bid Validity Declaration shall be in the names of all future partners as named in the letter of intent.

18. Alternative Proposals by Bidders

- 18.1 Alternatives shall not be considered, unless specifically allowed **in the BDS**. If so allowed, ITB 18.1 and 18.2 shall govern, and BDS shall specify which of the following options shall be allowed:
- (a) Option One. A bidder may submit alternative bids with the base bid and the Centre shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the Most Advantageous Bid, or
 - (b) Option Two. A bidder may submit an alternative bid with or without a bid for the base case. All bids received, for the base case, as well as alternative bids meeting the technical specifications and performance requirements pursuant to Section VII, shall be evaluated on their own merits.
- 18.2 Alternative bids shall provide all information necessary for a complete evaluation of the alternative by the Centre, including

design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.

19. Format and Signing of Bid

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 13, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS**, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB 5.3 (a). The person or persons signing the Bid shall initial all pages of the Bid where entries or amendments have been made.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Centre, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 19.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
- 19.5 Bidders submitting Bids electronically shall submit one copy of the Bid. The Bid shall be typed and shall be signed by the person duly authorized to sign on behalf of the Bidder, pursuant to ITB 5.3 (a). The person or persons signing the Bid shall initial all pages of the Bid. After submission but prior to the deadline, the Bidder may re-submit their bid clearly marked re-submission if alterations or additions are necessary, in which case the original submitted bid will be disregarded.

D. Submission of Bids

20. Submission, Sealing and Marking of Bids

Bids submitted by courier or by hand

- 20.1 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. Bidders submitting bids electronically shall follow the procedures specified **in the BDS**. In the case of Bids submitted by mail or by hand the Bidder shall seal the original and all copies of the Bid in two inner envelopes, duly marking them as “ORIGINAL” and “COPIES”, respectively, and shall seal the two inner envelopes into an outer

envelope

20.2 The inner and outer envelopes shall

- (a) be addressed to the Centre at the address provided **in the BDS**;
- (b) bear the name and identification number of the Contract as defined **in the BDS**;
- (c) provide a warning not to open before the specified time and date for Bid opening as defined **in the BDS**.

20.3 In addition to the identification required in ITB 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB 22.

20.4 If the outer envelope is not sealed and marked as above, the Centre shall assume no responsibility for the misplacement or premature opening of the Bid.

20.5 Bids submitted electronically:

Bidders can submit their bids must be via the Centre's electronic procurement system as specified in the Data Sheet.

- (i) Bidders must first register by creating a username, profile and password before accessing the bid submission form at the URL:
www.caribbeanclimate.bz/bid-submission.
- (ii) Prior to Bid Submission, Bidders will be required to complete the bid submission form with fields that include:
 - a. Name of Bidder (Company):
 - b. Contract Reference:
 - c. Contract Title:
 - d. Name and Email address of uploader
- (iii) Bidders can upload up maximum number of files referred and formats as indicated in the Data Sheet
- (iv) An automatic receipt time stamped email will be sent to the uploader's email account as a receipt and proof

21. Deadline for

21.1 Bids shall be delivered to the Centre at the address or electronic

- Submission of Bids** procurement system specified in ITB 20.2 (a) no later than the time and date specified **in the BDS.**
- 21.2 The Centre may extend the deadline for submission of bids by issuing an amendment in accordance with ITB 11, in which case all rights and obligations of the Centre and the bidders previously subject to the original deadline shall then be subject to the new deadline.
- 22. Late Bids** 22.1 Any Bid received by the Centre after the deadline prescribed in ITB 21 shall be returned unopened to the Bidder (in the case of submissions by mail or by hand). Electronic Bids received after the deadline shall not be opened.
- 23. Withdrawal, Substitution and Modification of Bids** 23.1 Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB 21.
- 23.2 Each Bidder's withdrawal, substitution or modification notice shall be prepared, sealed, marked, and delivered or submitted in accordance with ITB 19 and 20, with the outer and inner envelopes additionally marked "WITHDRAWAL", "SUBSTITUTION", or "MODIFICATION" as appropriate.
- Each Bidder's withdrawal, substitution or modification of bids submitted via the Centre's electronic procurement system shall be prepared, and submitted in accordance with ITB 20.5 and be marked "WITHDRAWAL", "SUBSTITUTION", or "MODIFICATION" as appropriate.
- 23.3 Notices for withdrawal, substitution or modification of bids shall be delivered/submitted to the Centre at the address specified in ITB 20.2 (a) or 20.5 no later than the time and date specified **in ITB 21.1 of the BDS.**
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to ITB 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Validity Declaration pursuant to ITB 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this instruction or including them in the initial Bid.

E. Bid Opening and Evaluation

- 24. Bid Opening** 24.1 The Centre shall open the bids in public, and the withdrawal, substitution and modification notices made pursuant to ITB 23,

in the presence of the bidders' representatives who choose to attend at the time, date and in the place specified **in the BDS**. Any specific opening procedures required if electronic bidding is permitted in accordance with ITB 20.1, shall be as specified in the BDS.

24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB 23 shall not be opened.

24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid withdrawals, substitutions, or modifications notices, the presence or absence of Bid Security or Bid Validity Declaration, if required, and such other details as the Centre may consider appropriate, shall be read aloud (and posted online when electronic bidding is used) by the Centre at the opening, and recorded when opened. No bid or notice shall be rejected at bid opening except for the late bids and notices pursuant to ITB 22. Substitution Bids and modifications submitted pursuant to ITB 23 that are not opened and read out at bid opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted bids and notices shall be returned un-opened to bidders

24.4 The Centre shall prepare Minutes of the Bid Opening, including the record of readout bids and the information disclosed to those present, in accordance with ITB 24.3 and promptly send copy of such minutes to all bidders who submitted bids in time.

25. Confidentiality 25.1 Information relating to the Examination, Clarification, Evaluation, and Comparison of Bids and Recommendations for the Award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the Letter of Acceptance the Contract is transmitted to all Bidders in accordance with ITB 37.1. Any effort by a Bidder to influence the Centre's processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, 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, and comparison of Bids, the Centre may, at the Centre's discretion, ask any Bidder for clarification of the Bidder's Bid, including prices in the activity schedule. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the

correction of arithmetic errors discovered by the Centre in the evaluation of the Bids in accordance with ITB 28.

27. Determination of Responsiveness

- 27.1 Prior to the detailed evaluation of Bids, the Centre shall determine whether each Bid (a) meets the eligibility criteria defined in ITB 4; (b) has been properly signed; (c) is accompanied by the Bid Security or the Bid Validity Declaration, if required; and (d) is substantially responsive to the requirements of the bidding document as amplified in BDS
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding document, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding document, the Centre's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a Bid is not substantially responsive, it shall be rejected by the Centre and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

- 28.1 Bids determined to be substantially responsive shall be checked by the Centre for any arithmetic errors. In admeasurement contracts, errors shall be corrected by the Centre as follows:
- (a) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Centre there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate 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.

28.2 In lump-sum contracts, the evaluation of the Financial part of each Bid, the Centre shall correct the arithmetic errors in the following manner:

- (a) List of Sub-Activity with prices: if there are errors between the total of quantities in the column for Sub-Activity price and the amount shown in the total for the Sub-activity, the first one shall prevail and consequently, the latter corrected;
- (b) List of Activity with prices: if there are errors between the total of the quantities shown in the price column for the Activity Price and the amount shown in the total price of the activities, the first one shall prevail and the latter corrected as a result; and when there is an error between the total of the quantities in the List of Sub-activity with prices and the corresponding amount in the Schedule of Activities with prices, the first one shall prevail and the second shall be corrected as a result; and
- (c) Global Summary: in case of errors between the total price of the activities in the calendar with prices and the amount indicated in the Global Summary, the first shall prevail and the latter corrected as a result.

28.3 The amount stated in the Bid shall be adjusted by the Centre in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited or the Bid - Validity Declaration executed in accordance with ITB 17.5 (b).

29. Currency for Bid Evaluation

29.1 Bids shall be evaluated as quoted in the currency stated in the BDS in accordance with ITB 15.1,

30. Evaluation and Comparison of Bids

30.1 The Centre shall evaluate and compare only the bids determined to be substantially responsive in accordance with ITB 27.

30.2 In evaluating the bids, the Centre shall determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, but including

Daywork,⁴ where priced competitively;

- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB 18;
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB 23.5; and
- (e) using Best and Final Offer (BAFO) if so specified in BDS in reference to ITB 33.2.

30.3 The Centre reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding document or otherwise result in unsolicited benefits for the Centre shall not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

30.5 An abnormally low bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

30.6 In the event of identification of a potentially abnormally low Bid, the Centre shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

30.7 After evaluation of the price analyses, in the event that the Centre determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Centre shall reject the Bid.

30.8 If the bidding document includes two or more lots, add ITB 30.5: "In the case of several lots, pursuant to ITB Sub-Clause 30.2 (d),

⁴ Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Centre must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the bidders' quoted rates and included in the total Bid price.

the Centre shall determine the application of discounts so as to minimize the combined cost of all the lots”

31. Abnormally Low Bids

- 31.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 31.2 In the event of identification of a potentially Abnormally Low Bid, the Centre shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 31.3 After evaluation of the price analyses, in the event that the Centre determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Centre shall reject the Bid.

32. Unbalanced or Front-Loaded Bids

- 32.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost, in the Centre’s opinion, seriously unbalanced or front loaded the Centre may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.
- 32.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Centre may as appropriate:
- (a) accept the Bid; or
 - (b) require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or
 - (c) reject the Bid.

33. Best and Final Offer and Negotiations

- 33.1 If so specified **in the BDS** the Centre will use the Best and Final Offer method, the Bidders who submitted bids substantially responsive to the requirements will be invited to present their Best and Final Offer in accordance with ITB 33.3 to ITB 33.6 reducing prices, clarifying or modifying the bid or providing additional information, as appropriate.

- 33.2 If so specified **in the BDS** the Centre will use Negotiations after evaluation of bids and before final award of Contract, the Bidder who submitted the Most Advantageous Bid will be invited to Negotiations in accordance with ITB 38.2 and following instructions.
- 33.3 Bidders are not required to submit a Best and Final Offer. There shall be no Negotiations after Best and Final Offer.
- 33.4 To observe and report on the application of the Best and Final Offer, the Centre may, and in the case of Negotiations shall, appoint the Independent Probity Assurance Authority indicated **in the BDS**.
- 33.5 The Centre shall specify **in the BDS** a new deadline and details for the submission of the Best and Final Offer or to initiate Negotiations. Instructions in ITB 20 to ITB 26 shall apply to the presentation, opening and clarifications of the Best and Final Offer of the Bidders.
- 33.6 On receipt of the Best and Final Offer from each Bidder, the Centre shall proceed with the evaluation and comparison of the bids again in accordance with ITB 27 to ITB 32 and then shall proceed with ITB 34 and following instructions.
- 34. Margin of Preference** 34.1 **Unless otherwise specified in the BDS**, a margin of preference for regional Bidders shall not apply.
- 35. Centre's Right to Accept any Bid and to Reject any or all Bids** 35.1 The Centre reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Centre's action.
- 36. Standstill Period (ICB only)** 36.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 40. The Standstill Period commences when the Centre has transmitted to each Bidder the Notification of Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Centre, or for R/NCB procedures, the Standstill Period shall not apply.

37. Letter of Award

- 37.1 The Centre shall send the Letter of Acceptance, the Contract to the successful Bidder. The Letter of Acceptance shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
 - (b) the Contract price of the successful Bid;

F. Award of Contract**38. Award Criteria**

- 38.1 Subject to ITB 35, the Centre shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 38.2 If the Centre has not used the Best and Final Offer method in the Bid evaluation and if in the BDS in reference to ITB 33.2 it is specified that the Centre will use Negotiations with the Bidder with the Most Advantageous Bid, the selected Bidder shall be invited to Negotiations before the final adjudication of the Contract. The Negotiations will be performed in the presence of the Independent Probity Assurance Authority established in the BDS in reference to ITB 33.4. Negotiations may include terms and conditions, price or social, environmental, innovative and cybersecurity aspects, provided that the minimum requirements of the bid are not modified.
- 38.3 Once the Centre has determined the Bidder with the Most Advantageous Bid, the Centre shall promptly notify the selected Bidder the terms to initiate Negotiations in accordance with BDS in reference to ITB 33.5.
- 38.4 The Centre will first negotiate with the Bidder that has submitted the Most Advantageous Bid. If the result is not satisfactory or an agreement is not reached, the Centre will notify the Bidder that the Negotiations concluded without

agreement and may then notify the Bidder with the following Most Advantageous Bid on the list, and so on until a satisfactory result is achieved.

39. Notification of Award

39.1 Regional Competitive Bidding and National Competitive Bidding Only

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 of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Centre will pay the Bidder in Consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

40. Debriefing by the Centre

40.1 Regional Competitive Bidding and National Competitive Bidding Only

Upon the successful Bidder’s furnishing of the signed Contract Form and performance security pursuant to ITB Clause 42.1, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.4.

40.2 An unsuccessful Bidder, within three (3) Business Days of receipt of the notice, can make a written request to the Centre for a debriefing on the reasons why its Bid was not selected. The Centre shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

41. Signing of Contract

41.1 The Centre shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.

41.2 The successful Bidder shall sign, date and return to the Centre, the Contract Agreement within twenty-one (21) days of its receipt.

42. Performance Security

42.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Centre, the successful Bidder, if required, shall furnish the Performance Security using for that purpose the Performance Security Form included in Section IX, 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 financial institution providing a bond shall have a correspondent financial institution located in the Centre's Country, unless the Centre has agreed in writing that a correspondent financial institution is not required. The form of the required performance security shall be as named in the BDS.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement 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 Bidder offering the next Most Advantageous Bid.

**43. Advance
Payment and
Security**

43.1 The Centre shall provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated **in the BDS**. The Advance Payment shall be guaranteed by a Security. Section IX "Contract Forms" provides a Bank Guarantee for Advance Payment form.

**44. Technical
Adjudicator**

44.1 The Centre proposes the person named **in the BDS** to be appointed as Technical Adjudicator under the Contract, at an hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Centre has not agreed on the appointment of the Technical Adjudicator, the Technical Adjudicator shall be appointed by the Appointing Authority designated **in the BDS**.

**45. Procurement
Related
Complaint**

45.1 The procedures for making a Procurement-related Complaint are as specified **in the BDS**.

Section II. Bid Data Sheet

A. General	
ITB 1.1	<p>The Centre is: The Caribbean Community Climate Change Centre</p> <p>The Works are:</p> <p>Lot A: Upgrade of the Desbarra Water Treatment Facility, Desbarra, Saint Lucia</p> <p>Lot B: Upgrade of the Existing Infrastructure at The Vanard Intake and Pumping Station, Vanard, Saint Lucia</p> <p>The name and identification of the contract is: Contract#12/2022/EU-GCCA/CCCCC</p>
ITB 1.2	<p>The Intended Completion Date are:</p> <p>Lot A: 5 months after contract signing</p> <p>Lot B: 5 months after contract signing</p>
ITB 1.4 Electronic – Procurement System	<p>The Centre’s electronic-procurement system shall be used to manage the following aspects of the procurement process: submission, modification, withdrawal</p> <p>Bidders 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, Bidders will be required to complete the bid submission form with fields that include: <ul style="list-style-type: none"> i.Name of Bidder’s (Company) ii.Contract Reference iii.Contract Title iv.Name and Email address of uploader 2. Bidders can upload up to 3 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.						
2.1	The Recipient is: WASCO, ST LUCIA The name of the Project is: European Union Intra-ACP Global Climate Change Alliance Plus (EU-GCCA+) Enhancing Climate Resilience in CARIFORUM Countries						
3.1	The Centre requires compliance with its Policy on Prohibited Practises as outlined in Annex III Procurement Module 1: Procurement Policy Framework https://www.caribbeanclimate.bz/wp-content/uploads/2022/01/Annex-III.pdf						
ITB 5.3(e)	The information required from bidders in ITB 5.3 is modified as follows: 1)Professional Certificates for Key Personnel 2)Proof of ownership or availability for rent 3) Payment Schedule						
ITB 5.3 (j)	The ceiling for sub contractor's participation is: ten percent (10%)						
ITB 5.4	Maximum number of members in a JVCA shall be: Two (2)						
ITB 5.5	5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria <table border="1"> <thead> <tr> <th>Criteria</th> <th>Requirement</th> </tr> </thead> <tbody> <tr> <td>Nationality</td> <td>Lot A & B:Participation is open on equal terms to all natural and legal persons effectively established in a Member State or a country, territory or region mentioned as eligible by the relevant regulation/basic act governing the eligibility rules for the grant as per Annex A2a to the practical guide.</td> </tr> <tr> <td>5.5(a) Average Annual Volume of Construction Work</td> <td>Lot A: Must have on average annual payments from construction works performed totaling to 80% of the value of the Works for the past 3 years. Lot B: Must have on average annual payments from construction works performed totaling to 80% of the value of the Works for the past 3 years.</td> </tr> </tbody> </table>	Criteria	Requirement	Nationality	Lot A & B: Participation is open on equal terms to all natural and legal persons effectively established in a Member State or a country, territory or region mentioned as eligible by the relevant regulation/basic act governing the eligibility rules for the grant as per Annex A2a to the practical guide .	5.5(a) Average Annual Volume of Construction Work	Lot A: Must have on average annual payments from construction works performed totaling to 80% of the value of the Works for the past 3 years. Lot B: Must have on average annual payments from construction works performed totaling to 80% of the value of the Works for the past 3 years.
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	<p>5.5(b) Experience in Works of a similar nature</p>	<p>Must have completed two Works using similar main construction materials and methods in the past five years:</p> <p>Lot A: Administrative and general activities relating to site clearance, road construction, construction of retaining walls, construction of concrete foundations, and erection of fences.</p> <p>Lot B: Administrative and general activities relating to earthworks and concrete works for water related projects, and electrical rewiring .</p>										
	<p>5.5(b) Experience in Works of a similar value</p>	<p>Lot A: Must have completed more than two works with a cumulative value of USD 150,000.00 in the past 5 years. Lot B: Must have completed more than two works with a cumulative value of USD 250,000.00 in the past 5 years.</p>										
	<p>5.5(c) Key Equipment</p>	<p>Lot A & B:</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Quantity</u></th> <th style="text-align: left;"><u>Equipment</u></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Minimum 10 tons Excavator</td> </tr> <tr> <td>1</td> <td>Minimum 14 cu. yd. Capacity Dump Truck</td> </tr> <tr> <td>1</td> <td>Concrete Truck with Pump</td> </tr> <tr> <td>1</td> <td>10 tons Vibratory Roller Compactor</td> </tr> </tbody> </table>	<u>Quantity</u>	<u>Equipment</u>	1	Minimum 10 tons Excavator	1	Minimum 14 cu. yd. Capacity Dump Truck	1	Concrete Truck with Pump	1	10 tons Vibratory Roller Compactor
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1	Minimum 14 cu. yd. Capacity Dump Truck											
1	Concrete Truck with Pump											
1	10 tons Vibratory Roller Compactor											
	<p>5.5(d) Key Personnel</p>	<p>Lot A:</p> <ol style="list-style-type: none"> 1. Must have a <i>site foreman/woman</i> with at least 3 years' experience as a construction site lead foreman/woman 2. Must have a Contract Manager with experience in at least one project of a similar nature. <p>Lot B:</p> <ol style="list-style-type: none"> 1. Must have a <i>site foreman/woman</i> with at least 3 years' experience as a construction site lead foreman/woman 2. Must have a Contract Manager with experience in at least one project of a similar nature 3. Must have a Electrician with experience at least 3 years' experience 										
	<p>5.5(e) Access to Credit</p>	<p>Lot A & B: Must supply a letter indicating consideration for access to credit valued at greater than 10% of the bid price from a financial institution OR main construction material supplier in the locality</p>										
	<p>5.5(f) Contract Non-Performance/ Litigation</p>	<p>Lot A: Must not have any construction contract default of USD3,000.00. Lot B: Must not have any construction contract default of USD6,000.00.</p>										
<p>ITB 8.2</p>	<p>Site Visit date and time:</p> <p>Lot A: Desbarra Treatment Facility, Saint Lucia on <u>Thursday 3rd March 2022 at 10:00 am.</u></p> <p>Lot B: Vanard Intake and Pumping Station, Saint Lucia on <u>Friday, 4th March 2022 at 10:00 am.</u></p>											

B. Bidding Document	
ITB 10.1	<p>For <u>Clarification of Bid purposes</u> only, the Centre’s address is:</p> <p>Email: procurement@caribbeanclimate.bz Attention: Andrea Tillett, Procurement Officer</p> <p>Requests for clarification should be received by the Centre no later than: <u>Friday, 11th March 2022</u></p> <p>Bidders are advised that the responses to the requests for clarification will ONLY be posted on the Centre’s Webpage at: https://www.caribbeanclimate.bz/category/opportunities</p> <p><i>[Note: Requests for clarification sent via email must be sent on a company's letterhead, signed and stamped by the company's legal representative and preferably in pdf format.]</i></p>
ITB 11.1	<p>Before the deadline for submission of bids, the Centre may modify the bidding document by issuing addenda. Any such addenda will ONLY be posted on the Centre’s Webpage at: https://www.caribbeanclimate.bz/category/opportunities</p>
C. Preparation of Bids	
ITB 12.1	The language of all documents relating to the bid is: <i>English</i>
ITB 13.1 (f)	<p>(a) Letter of Bid: in the format indicated in Section IV, “Bidding Forms”;</p> <p>(b) Bid Validity Declaration, in accordance with ITB 17,</p> <p>(c) Activity Schedule: as specified in ITB 14;</p> <p>(d) Qualifications: Information Form and Documents;</p> <p>The Bidder shall submit the following additional documents in its Bid:</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <ul style="list-style-type: none"> • Traffic Management Plan to ensure safety of local communities from construction traffic;

	<ul style="list-style-type: none"> • Water Resource Protection Plan to prevent contamination of drinking water; • Communication plan in collaboration with WASCO to apprise Desbarra community of works and possible interruptions to water supply.
ITB 14.4	The rates and prices “ <i>shall not</i> ” be subject to price adjustment.
ITB 15.1	The currency of the Bids shall be: United States Dollars (USD)
ITB 15.2	Not Applicable
ITB 15.4	Not Applicable
ITB 16.1	The Bid shall be valid <u>forty-five (45)</u> days counted from the date of submission of bids.
ITB 17.1	Bid shall include <u>a Bid Validity Declaration</u> using the form included in Section IV, "Bidding Forms"
ITB 17.2	Not Applicable
ITB 18.1	Alternative Bids “ <i>shall not be</i> ” considered.
D. Submission of Bids	
ITB 20.1	<p>Electronic Submissions of Bids.</p> <ul style="list-style-type: none"> i. Bids must be addresses to: Colin Young (PhD), Executive Director, Caribbean Community Climate Change Centre ii. Bids must be uploaded as PDF file to http://www.caribbeanclimate.bz/bid-submission/. iii. The subject matter of the submission must read: <i>Lot A: Upgrade of the Desbarra Water Treatment Facility, Desbarra, Saint Lucia</i> <i>Lot B: Upgrade of the Existing Infrastructure at The Vanard Intake and Pumping Station, Vanard, Saint Lucia</i> <p>Bids must be secured with a password. Such password must be emailed to atillett@caribbeanclimate.bz no later than 15 minutes prior to the deadline for bid submission. The subject matter for email containing password must read:</p>

	<p>Lot A: Upgrade of the Desbarra Water Treatment Facility, Desbarra, Saint Lucia [bidder's name]</p> <p>Lot B: Upgrade of the Existing Infrastructure at The Vanard Intake and Pumping Station, Vanard, Saint Lucia [bidder's name]</p>
ITB 20.2a	Not Applicable
ITB 20.2b	Not Applicable
ITB 20.2c	Not Applicable
ITB 21.1	<u>Deadline for submission of Bids: on or before 12:00 p.m. (GMT- 6), Friday, 25th March 2022</u>
E. Bid Opening and Evaluation	
ITB 24.1	<p>The Bid opening (and reading of notices of withdrawals, substitutions or modifications of bids) will be conducted virtually at the following time:</p> <p><u>Opening of Bids: 2:00 p.m. (GMT- 6), Friday, 25th March 2022</u></p> <p><u>Bidders will be provided with a link via email to access the Bid Opening by 1:30 p.m. (GMT- 6), Friday, 25th March 2022</u></p>
ITB 27.1	Prior to the detailed evaluation of Bids, The Center shall determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the Bid Validity Declaration, and (d) is substantially responsive to the requirements of the Bidding Documents in accordance with ITB 5.3
ITB 30.5	In the case of several lots, pursuant to ITB Sub-Clause 30.2 (d), the Centre shall determine the application of discounts so as to minimize the combined cost of all the lots.
ITB 33.2	The final award will use Negotiations.
ITB 33.4	Not Applicable
ITB 33.5	Not Applicable

F. Award of Contract	
ITB 42.1	The Standard Form of Performance Security acceptable to the Centre shall be <i>“a Bank Guarantee – 5% of the contract price or Performance Bond- 5 % of the contract price ”</i>
ITB 43.1	The Advance Payment shall be limited to 10% of the Contract Price. The Advance Payment must be fully guaranteed.
ITB 44.1	Not Applicable
ITB 45	If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is email), to: <u>Complaints – Caribbean Community Climate Change Centre (CCCCC) (caribbeanclimate.bz)</u>

Section III. Eligibility

Eligibility	<p>Participation in tendering is open on equal terms to all natural and legal persons (participating either individually or in a grouping – consortium – of candidates/tenderers) which are established in one of the Member States of the European Union, ACP States or in a country or territory authorised by the ACP-EC Partnership Agreement under which the contract is financed (see also heading ‘Legal Basis’ below). Participation is also open to international organisations.</p> <p>All supplies and materials under this contract shall originate from one or more of those eligible countries. However, they may originate from any country when the amount value of the supplies and materials to be purchased is below EUR 100 000.</p> <p>Where the procurement is divided into lots, the rule applies per lot (only applicable to lots of less than EUR 100 000). This rule applies also to procurement done by grant beneficiaries and procurement of works involving the supply of products. In case of works contracts that involve multiple purchases, the EUR 100 000 threshold applies by type of supply. Where the contract takes the form of a lump sum price, the breakdown of the lump sum price must be used to verify the EUR 100 000 threshold by type of supply.</p> <p>The eligibility requirement applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria</p>
Legal Basis or relevant regulation & basic act	<p>EDF: Annex IV to the Partnership Agreement between the members of the African, Caribbean and Pacific Group of States of the one part, and the European Community and its Member States, of the other part, signed in Cotonou on 23 June 2000 as amended in Luxembourg on 25 June 2005 and in Ouagadougou on 22 June 2010. Reference is made to Annex IV as revised by Decision 1/2014 of the ACP-EU Council of Ministers of 20 June 2014.</p>

Bidders are advised to visit the EU webpage [2. Basic rules - EXACT External Wiki - EN](#) - EC Public Wiki (europa.eu) for further information.

[The Centre requires compliance with its Policy on Prohibited Practises as outlined in Annex III Procurement Module 1: Procurement Policy Framework at https://www.caribbeanclimate.bz/wp-content/uploads/2022/01/Annex-III.pdf](https://www.caribbeanclimate.bz/wp-content/uploads/2022/01/Annex-III.pdf)

Section IV. Bidding Forms

Table of Bidding Forms

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Form 1. Letter of Bid

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

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

Note: All italicised text is to help Bidders in preparing this form.

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

Publication No.: EU-GCCA/WKS18/SLU

To: Caribbean Community Climate Change Centre

We, the undersigned, declare that:

- (a) **No Reservations:** We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with ITB 11;
- (b) **Eligibility and No Conflicts of Interest:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Validity Declaration:** We have not been suspended nor declared ineligible by the Centre based on execution of a Bid-Securing or Proposal-Securing Declaration in the Centre's country in accordance with ITB 17;
- (d) **Conformity:** We offer to execute in conformity with the Bidding document and in accordance with the construction schedule the following Works: *[insert a brief description of the Works]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:
Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*:

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- (f) **Discounts:** 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];*
- (g) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 16.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 21.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 6.1, other than alternative Bids submitted in accordance with ITB 18;
- (j) **Suspension and Debarment:** 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 European Union. Further, we are not ineligible under the Centre's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned Enterprise or Institution:** *[select the appropriate option and delete the other]* [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.4];
- (l) **Commissions, Gratuities, Fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

<u>Name of Recipient</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>

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

- (m) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated Bid, the Most Advantageous Bid or any other Bid that you may receive.
- (o) **Prohibited Practices:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in Prohibited Practices, as defined in ITB 3.
- (p) **EU Restrictive Measures:** We hereby certify that we have taken steps to ensure that all persons acting for us or on our behalf are not subject to EU restrictive measures in accordance with [2. Basic rules - EXACT External Wiki - EN - EC Public Wiki \(europa.eu\)](#). The lists of persons, groups, entities subject to the EU restrictive measures are maintained by the DG FISMA and published on the following website: www.sanctionsmap.eu.
- (q) **Exclusion Criteria:** In the event that my tender is successful, I undertake, if required, to provide the proofs usual under the law of the country in which I am effectively established, that I do not fall into any of the exclusion situations as identified by the Centre Procurement Manual 2021 Policy Procurement Framework [CCCCC Procurement Manual – Caribbean Community Climate Change Centre \(CCCCC\) \(caribbeanclimate.bz\)](#). The date on the evidence or documents provided will be no earlier than one year before the date of submission of tender and, in addition, I will provide a statement that my situation has not altered in the period which has elapsed since the evidence in question was drawn up. I also understand that if I fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void. I will inform the Centre immediately if there is any change in the above circumstances at any stage during the implementation of the contract. I also fully recognise and accept that any inaccurate or incomplete information deliberately provided in my bid may result in my exclusion from this and other contracts funded by the Centre.

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

Name of the person duly authorised to sign the Bid on behalf of the Bidder:

***[insert complete name of person duly authorised 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 _____ 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 to be attached with the Bid.

Form 2. Qualification Information

(a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amount for that year is to be converted) was originally established.

(b) Value of single contract - Exchange rate prevailing on the date of the contract. The source of the exchange rate should be: <https://www.xe.com>

1. Firms or Members of JVCA	<p>1.1 Incorporation, constitution or legal status of Bidder: <i>[attach copy of document or letter of intent]</i></p> <p>Place of constitution or incorporation: <i>[insert]</i></p> <p>Principal place of business: <i>[insert]</i></p> <p>Power of attorney of signatory of Bid: <i>[attach]</i></p> <p>1.2 Annual amounts of construction works performed during the last <i>[insert number pursuant to BDS 5.5]</i> years <i>[insert amounts in the USD]</i></p> <p>1.3 Experience in works of a similar nature and size is in <i>[insert number of works and information specified in ITB 5.5]</i> <i>[The amounts should be indicated in the USD. Also list details of work under way or committed, including expected completion date(s).in the following table.</i></p>
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Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract (USD currency)
(a)			
(b)			

1.4 The major items of Contractor's Equipment proposed for carrying out the Works are: *[List all information requested below in accordance with ITB 5.5]*

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

	<p>1.5 The qualifications and experience of key personnel proposed are attached. <i>[Attach biographical data in accordance with ITB 5.5 Include the list of such staff in the following table]</i> do we want to include the form for the CV below?</p>
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Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

	<p>1.6 The financial reports for the last 5 years: qualified balance sheets, qualified profit and loss statements, auditors' reports, etc., that are attached in accordance with ITB 5.3are: <i>[List below and attach copies.]</i></p> <p>1.7 The evidence of access to financial resources in accordance with ITB 5.3is: <i>[List below and attach copies of support documents.]</i></p> <p>1.8 Authorization with name, address, telephone, and facsimile numbers of banks that may provide references if contacted by the Centre is attached in accordance with ITB 5.3. <i>[Attach authorization]</i></p> <p>1.9 The information on current litigation(s) in which the Bidder is involved is attached in accordance with ITB 5.3& 5.5 <i>[insert information in the following table].</i></p>
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Other part(y)(ies)	Cause of dispute and amount involved	Amount of award and awardee
(a)		
(b)		

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

	<p>1.11 The proposed subcontracts and firms involved in accordance with ITB 5.3(j) are: <i>[Insert information in the table above.]</i></p>
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	<p>1.12 Proposed Program (construction schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document. <i>[Attach table]</i></p>
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2. Joint Venture, Consortium or Association (JVCA)	2.1 The information listed in 1.1 - 1.10 above shall be provided for each partner of the JVCA.
	2.2 The information in 1.11 above shall be provided for the JVCA.
	2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the JVCA.
	2.4 Attach the Agreement among all partners of the JVCA (and which is legally binding on all partners), which shows that: <ul style="list-style-type: none"> (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; (b) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the JVCA; and (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
3. Additional Requirements	3.1 Bidders should provide any additional information required in the BDS. <ul style="list-style-type: none"> • Traffic Management Plan to ensure safety of local communities from construction traffic; • Water Resource Protection Plan to prevent contamination of drinking water; • Communication plan in collaboration with WASCO to apprise Desbarra community of works and possible interruptions to water supply. • Payment Schedule

Form 3.
Bid Validity Declaration

*[If required, the **Bidder** shall fill in this form in accordance with the instructions indicated in brackets.]*

Date: *[insert date]*
Name of contract: *[insert name]*
Contract Number: *[insert number]*
Publication Reference Number.: *[insert number]*

To: _____

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a bid validity declaration.
2. We accept that we shall be suspended from being eligible for bidding in any contract with the Centre for the period of time of Five (5) starting on *[insert start date]*, 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 by us in the Bid Submission Sheet; or
 - (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) of the bidding document; or
 - (c) 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 Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid validity shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification informing us that we are not the successful bidder; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JVCA, the Bid Validity Declaration must be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted at the time of bidding, the Bid Validity Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*
Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

 Section V. Draft Contract

CARIBBEAN COMMUNITY CLIMATE CHANGE CENTRE

WORKS CONTRACT

DONOR	EUROPEAN UNION
CONTRACT TITLE	Lot A: Upgrade of the Desbarra Water Treatment Facility, Desbarra, Saint Lucia Lot B: Upgrade of the Existing Infrastructure at the Vanard Intake and Pumping Station, Vanard, Saint Lucia
EMPLOYER	Caribbean Community Climate Change Centre (The Centre)
BENEFICIARY	WASCO
BENEFICIARY COUNTRY	SAINT LUCIA
CONTRACT NO	#12/2022/EU-GCCA/CCCCC
PUBLICATION REF	EU-GCCA/WKS18/SLU

Date:

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This Agreement is entered into between the *Caribbean Community Climate Change Center (“The Centre”)*, having its principal place of business at 3rd Floor, David L. McKoy Business Center, Bliss Parade, Belmopan, Belize, acting hereinafter and represented by Colin Young (PhD), Executive Director, on the one Part,

and

..... represented by, (hereinafter referred to as the “Contractor”).

AND WHEREAS the Centre has received financing from the European Union, toward the cost of the project, “Intra ACP GCCA+ “Enhancing Climate Resilience in CARIFORUM Countries (FED/2018/404-539) EDF and intends to apply part of the proceeds towards the project, “Building climate resilience in the water sector in Saint Lucia.”

AND WHEREAS, Water and Sewerage Company Inc (WASCO) is the direct beneficiary under this Contract (“the Beneficiary”) and in consultation with the OECS Commission, St Lucia (“the Supervisor”) will accept the works on behalf of the Centre;

AND WHEREAS, the Centre is desirous that the Contractor execute *[insert name and identification number of Contract]* (hereinafter called “the Works”) and the Centre has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

The Centre and the Contractor are also referred to individually as a “Party” and collectively as the “Parties.”

1. Introduction and Integral Documents

1.1 The Centre intends to engage the services of for the **[description of works]** (the “Works”). The Contractor is required to undertake the Works as defined in the agreed plans, specifications and bid.

1.2 The following documents form part of this Agreement and are attached as Annexes:

- (a) Annex A: the Letter of Acceptance;
- (b) Annex B: the Contractor’s Bid, Work Schedule and Activity Schedule;
- (c) Annex C: the Specification and Drawings
- (d) Annex D: Payment schedule;

- 1.3 Any other Project documentation, agreed and signed by both Parties during the implementation of this Agreement, shall form part of this Agreement.
- 1.4 All correspondence, instructions, notes and other communications relating in any way to the performance of this Agreement will be in the English language.
- 1.5 If either Party finds any discrepancy or ambiguity in this Agreement, that Party must notify the other Party in writing. The Parties agree to consult with each other to attempt to resolve the discrepancy or ambiguity.
- 1.6 Unless otherwise advised by the Centre in writing, all Project reports and other issues arising under this Agreement shall be addressed to the Centre designated representative.

2. Scope of Work

- 2.1 The Contractor shall furnish all the necessary materials, tools and equipment, labour, supervision, and other services, for the satisfactory and timely completion of the Works in accordance with this Agreement.
- 2.2 Only the Centre's authorized representative may approve any changes, modifications, deviations, and substitutions, in the Scope of Work in accordance with Article 7 ("Work Variation").
- 2.3 The Centre reserves the right to supply any materials, equipment, or resources, and to delete or reduce any work item, whether in whole or in part and update Annexes, as necessary, at a reduced Contract Price as shall be agreed between the Parties.

3. Contract Price

- 3.1 The total contract price (the "Contract Price") shall be USD.....

inclusive of all applicable fees, taxes and permits that may be imposed by any Government entity in connection with the execution, completion, and turnover of the Works pursuant to this Agreement.
- 3.2 The Contract Price and Activity Schedule as outlined in Annex B shall be binding and shall not be altered in any event. The Contract Price will be modified only in cases of the Centre approved Work Variations and the Centre supplied materials as outlined in Articles 2.2 and 2.3 of this Agreement and shall be reflected in writing.

- 3.3 The liability of the Centre to the Contractor is **STRICTLY LIMITED** to the Contract Price outlined in Article 3.1, regardless of any increase in wage or labour cost or fluctuation in the cost of materials and equipment, occurring at any time. The Contractor shall be liable for its under-estimation of the requirements of this Agreement, inflation or currency devaluation, if any.

4. Manner of Payment

- 4.1 Payments for the Works will be done in installments in accordance with the Payment Schedule in Annex D. Payments shall be adjusted for deductions for advance payments and retention. The Centre shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate.
- 4.2 The Contractor's Progress Claims shall be submitted to and certified by the Centre's appointed Supervisor who will verify the value of the work done vis-à-vis the Activity Schedule.
- 4.3 Within 7 (seven) calendar days of Contractor's submission of the Progress Claims and all required attachments to the Supervisor, the Supervisor shall evaluate the said Progress Claim(s). Evaluated and approved Progress Claims shall be due and payable within 30 working days from date of approval of Progress Claim. During this period of evaluation and processing of payments, the Contractor shall continue progress of the work in accordance with the Approved Work Schedule.
- 4.4 Any progress payment/s made by the Centre does not imply nor signify acceptance of any portion of the accomplished work and does not waive "THE CENTRE"'s right to enforce the Contractor's warranty as provided in Article 14.2 of this Agreement, nor to enforce penalties for delay.
- 4.5 If the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Supervisor, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Supervisor, may be withheld until rectification or replacement has been completed.
- 4.6 (i) The Contractor can only submit the final Progress Claim as per the Payment Schedule when the Contractor has satisfactorily:
- (a) Completed all works, including Work Variation Orders, as stipulated in the annexed documents;
 - (b) Rectified all reported non-conforming works;
 - (c) Completed demobilization and clean-up of site;

- (d) Submitted applicable materials and work test certificate/s;
 - (ii) Approval duly signed by the Supervisor and by the Contractor's authorized representative that the Work is completed in accordance with drawings and specifications and in compliance with applicable laws, rules and regulations of the local and/or national government of the location where the Project is to be implemented;
- 4.7 A Certificate of Provisional Acceptance of completed Works shall be issued by the Centre when each of the requirements under Article 4.5 have been fulfilled to its satisfaction.
- 4.8 A Certificate of Provisional Acceptance of terminated Works shall be issued by the Centre, if the Centre terminates the contract in accordance with Article 25. The Contractor shall remain responsible for the rectification of non-conforming or defective portions of the Works in accordance with Article 14.2.
- 4.9 A Certificate of Final Acceptance shall be issued by the Centre after the date a Certificate of Provisional Acceptance of the completed or terminated Works is issued provided that any works required during the warranty period have been completed to its satisfaction.

5. Completion Period

- 5.1 The Contractor shall mobilize all necessary and appropriate resources and coordinate all work activities with the Centre to ensure commencement of the Works on and completion and turn-over of the Works to the Centre by (“Completion Date”).
- 5.2 Where the Contractor is unable to complete the Works by the date specified in Article 5.1, the Contractor may request a time extension in writing explaining the reasons for the delay.
- 5.3 The Centre shall not approve requests for time extension for reasons, such as, but not limited to:
- a) Project location, conditions and restrictions identified during time of tender and award of the Agreement;
 - b) Normal weather and climatic conditions prevailing at the site location;
 - c) Logistics, implementation, coordination problems and other reasons within the control of the Contractor;
 - d) Financial, operational and labour difficulties of the Contractor or any of its sub-Contractor/s or supplier/s;
 - e) Any required rectification of non-conforming work items; and

f) Nature and condition of terrain.

5.4 The Centre may revise the Completion Date as stated in Article 5.1 in response to the Contractor's request for time extension caused by any of the following:

- (a) Force Majeure as described in Article 17;
- (b) Approved Work Variation Order/s requiring additional time for completion by the Contractor, as agreed between the Parties;
- (c) Delays in payments that are not a result the supplier's failure to provide required claims documentation.

Provided, the requested extension shall not exceed the duration of the work stoppage or delay caused by the foregoing.

6. Work Schedule

- 6.1 Within 10 days of the date of signature of this agreement, the Contractor shall submit to the Centre a work schedule (the "Work Schedule") showing the order and timing for all the activities in the Works.
- 6.2 The Contractor shall keep and update a daily logbook on all progress and matters relating to the Works in accordance with industry standards. The logbook shall be inspected and verified for accuracy, daily or at an interval designated by the Supervisor, or its authorized representatives. The logbook shall be the authoritative source of information for determining the extent of the Works completed (the "Completion Rate"). In case the Contractor fails to update the logbook periodically with the required verification, the Centre shall have the right to solely determine the Completion Rate, which cannot be challenged by the Contractor.
- 6.3 The Contractor shall submit an updated Work Schedule as and when requested by The Supervisor.
- 6.4 The Contractor shall notify the Centre through the Supervisor of any proposed change in the Work Schedule. Any change shall be subject to prior written approval by the Centre. The Contractor shall also submit to the Supervisor for approval a revised schedule within 7 (seven) calendar days from the date of proposing the change.
- 6.5 If at any time the Centre deems that Contractor's actual progress is inadequate to meet the requirements of this Agreement, the Centre may notify the Contractor to take such steps as may be necessary to improve its progress. If after a reasonable period, as

determined by the Centre the Contractor still does not improve its performance, the Centre may require an increase in Contractor's labour force, the number of shifts, workdays per week, overtime hours, amount of equipment, or require expedited shipment of equipment and materials, all at the Contractor's cost and without additional cost to the Centre.

6.6 If at any time the Contractor's labour force is inactive due to unpaid wages, the Contractor shall be liable to the Centre for liquidated damages equivalent to 0.1% (one-tenth of one percent) of the total Contract Price for each day of work stoppage until the entire labour force resumes work on the Project. This penalty shall be applied independently of any other sanction or penalty allowed for in this Agreement.

7. Work Variation

7.1 At any time during the implementation and execution of this Project, the Centre reserves the right to request any alteration in any aspect of the work, as deemed necessary or appropriate by the Centre in the best interest of the Project.

7.2 Alterations and/or modifications, whether additive or deductive, shall be conveyed to the Contractor in the form of a work variation order (the "Work Variation Order") duly approved and signed by the Centre or its authorized representative. The Contractor shall immediately implement any Work Variation Order issued by the Centre.

7.3 All variations shall be included in an updated Work Schedule.

7.4 The Contractor shall provide the Supervisor with a quotation for carrying out the Variation. The Supervisor shall assess the quotation, which shall be given within seven (7) days of the request, before the Variation is ordered.

7.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

8. Bank Guarantee for Advance Payment

8.1 The Contractor shall, within the timeframe specified in the Letter of Acceptance and no later than the date of signature of this Agreement, furnish the Centre with an unconditional bank guarantee (*the "Bank Guarantee"*) in the amount equivalent to US\$.....

8.2 The Bank Guarantee shall be in a form and by a bank acceptable to the Centre in an amount and currency equal to the advance payment.

8.3 The amount of the Bank Guarantee shall not be construed as the limit of the

Contractor's liability to the Centre in any event.

- 8.4 The Bank Guarantee shall be effective from the date of the release of cash advance as per Article 4.1 of this Agreement until the date of the provisional acceptance as per Articles 4.6 or 4.7.

9. Performance Security

- 9.1 A performance Security of **5%** of the contract shall be required.

10. Retention

- 10.1 Upon issuance of the Certificate of Provisional Acceptance for completed Works as per Article 4.6, an amount equivalent to 5% (five per cent) of the Contract Price shall be retained by the Centre to be used for repairs or reconstruction of defective works due to poor workmanship and/or inferior quality of material used which are discovered within a period of 6 (six) months from the date of Provisional Acceptance.

- 10.2 In case a Certificate of Provisional Acceptance for terminated Works has been issued as per Article 4.7, an amount equivalent to 10% (ten per cent) of the Contract Price corresponding to the Completion Rate as per Article 6.2 shall be retained by the Centre to use for repairs and reconstruction of defective works due to poor workmanship and/or inferior quality of material used for which the Contractor was responsible under this Agreement which are discovered within a period of 3 (three) months from the date of Provisional Acceptance.

- 10.3 The Contractor may, from the date of Provisional Acceptance and until the expiration of Retention period, request the Centre to release the amount retained as per Article 10.1 or Article 10.2 by submitting an unconditional bank guarantee. Such bank guarantee shall be in a form and by a bank acceptable to the Centre and in an amount and currency equal to the amount retained and effective until the expiration of Retention period.

11. Contractor's Responsibility

- 11.1 All government permits and licenses required for the execution of the Works under this Agreement shall be obtained prior to the commencement of the Works and paid for by the Contractor.
- 11.2 The Contractor shall comply with local and national building regulations imposed by appropriate government agencies, and shall keep the Centre indemnified against all fines,

penalties and losses incurred by reason of any breach of this clause.11.3 The Contractor shall assume full responsibility for the Works under this Agreement until its final acceptance by the Centre as per Article 4.8. The Contractor shall have entire control and supervision of the Works and services herein agreed upon and shall be solely liable for the salaries, wages and other employment benefits of all employees and sub-contractors. Should the Contractor breach this clause the Centre” has the right to proceed against the Performance Bond or Bank Guarantee or to use the Retention Amount, without prejudice to demanding direct reimbursement from the Contractor in the event that the amount of the Performance Bond Bank Guarantee or Retention Amount is insufficient.

11.4 The Contractor shall be responsible for the safety of all activities on the site and for ensuring that relevant occupational health and safety laws and regulations are followed.

11.5 The Contractor shall be solely and fully accountable for ANY claim for losses, liabilities, injuries, or damages arising out of or in connection with the work done or to be performed under this Agreement, including but not limited to, any accident or injury of any of its employees or sub-contractors during the term of this Agreement, or for any injury to any person or damages or loss of properties arising from the construction or any act or omission of the Contractor or anyone in its employment, or its subcontractors.

11.6 The Contractor shall comply with local laws on wages and such other labour laws, including all other laws, orders and regulations of any government authority in connection with the Works.

11.7 The Contractor shall at all times defend, indemnify, and hold harmless the Centre, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Contractor or its employees, officers, agents or subcontractors, in the performance of this Agreement. The Centre shall promptly notify the Contractor of any written claim, loss, or demand for which the Contractor is responsible under this clause.

12. Inspection of Works

12.1 The Centre reserves the right for itself and its representatives to inspect the Works, while in progress, so as to give the Centre the opportunity to reject the whole or any portion thereof, which in the opinion of the Centre representative is defective or substandard.

12.2 The Contractor shall allow the Beneficiary, Supervisor and other Centre representatives to access to the work site at any time.

13. Insurance

13.1 Without limiting the Contractor's liability pursuant to Article 11 (Contractor's Responsibility), the following insurance cover is to be maintained by the Contractor for the entire duration of this Agreement:

- (a) Third party liability for any one claim or series of claims arising out of any one accident or event;
- (b) Workmen's compensation and/or employer's liability insurance which complies with applicable legislation;
- (c) Automobile public liability and property damage insurance; and
- (d) Cover against loss or damage to the Works and materials during the construction.

13.2 The amount of coverage for each type of insurance is to be in line with relevant industry standards and in an amount acceptable to the Centre.

14. Warranties

14.1 The Contractor represents and warrants that it is financially sound and duly licensed, with the adequate labour/human resources, equipment and tools, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the Works in accordance with this Agreement .

14.2 The Contractor guarantees and warrants the performance and completion of the design and construction work to the full and complete satisfaction of the Centre. The Contractor remains responsible for the damages caused or identified within 6 (six) months from the date of Provisional Acceptance of the Works as per Articles 4.6 or 4.7, on account of defects in the construction, or the use of materials of inferior quality furnished by it, or due to any violation of the terms of the Agreement.

14.3 In case of any defect in workmanship or materials, which may become apparent in the course of construction, the Contractor shall, within 7 (seven) calendar days from the Centre's demand, at Contractor's own cost and expense, remedy such portion of the Works done by the Contractor as in the opinion or judgment of the Centre is unsound, incorrect or defective or not in accordance with the plans and specifications.

14.4 In case of Contractor's default, failure or refusal to carry out such order to remove and replace the unsound, incorrect or defective portion of the Works within 7 (seven) days as required by the previous clause, the Centre may terminate this Agreement

and/or engage the services of other persons to carry out the same. The Contractor shall bear all expenses arising there from or incidental thereto. The Centre may require direct reimbursement for the cost of such action from the Contractor, deduct the expenses from any amount due to the Contractor, or deduct the amount from Performance Bond, the Bank Guarantee or the Retention Amount.

- 14.5 If any defects or imperfections are discovered by the Centre and communicated to the Contractor after provisional acceptance but prior to final acceptance of the Works due to defective or improper workmanship and/or inferior quality of the material used, the Contractor shall immediately correct such defects within a period of 5 (five) days of receipt of written notice from “the Centre. Where the Contractor fails to act within this period, the Centre may engage the services of a third party to correct the defect and hold the Contractor liable for the cost of such services. In such circumstances the Contractor shall reimburse the Centre the cost of such repair, with interest at 2% (two per cent) per month from the time such expenses were incurred until fully reimbursed. The Performance Bond, Bank Guarantee and Retention, if not yet released at the time the said defects are found, may be used for this purpose.
- 14.6 The Contractor shall perform repair work with the utmost care and diligence to protect existing facilities and prevent damage thereto. In the event that damage to existing facilities is caused by such repairs, the Contractor shall repair such damage at its own expense and to the Centre’s satisfaction and acceptance.
- 14.7 The Contractor further warrants that:
- a) In all circumstances it shall act in the best interests of the Centre”;
 - b) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this Agreement ;
 - c) No official or employee of the Centre or any third party has received or will receive from, will be offered by, the Contractor any direct or indirect benefit arising from the Agreement or award thereof;
 - d) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
 - e) All materials used are new, legally sourced and fit for their particular purpose;
 - f) No environmental or health hazard materials will be used in the works;
 - g) The Contractor, its staff or shareholders have not previously been declared by the Centre ineligible to be awarded contracts by the Centre.
 - h) The remuneration of the Contractor under this Article 3.1 shall constitute the sole remuneration in connection with this Agreement. The Contractor, its officers and employees shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Contractor shall ensure that any subcontractors, as well as the officers, personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

- i) It will not engage in any prohibited practices Centre's Prohibited Practices Policy as defined as <https://www.caribbeanclimate.bz/wp-content/uploads/2022/01/Annex-III.pdf>. during the execution of the Works

14.8 The Contractor further warrants to provide immediate notification to the Project Manager of incidents in at least the following categories. Full details of such incidents shall be provided to the Supervisor within 5 days:

- a) confirmed or likely violation of any law or international agreement;
- b) any fatality or serious (lost time) injury;
- c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)
- d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species;
- e) any allegation of gender-based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children; or
- f) significant leak of hazardous material or pollution of water ways.

14.9 The above warranties survive the expiration or termination of this Agreement.

15. Assignment of Agreement and Subcontracting

15.1 The Contractor shall not assign or subcontract the Agreement or any work under this Agreement in part or all, unless agreed upon in writing in advance by "the Centre. Any subcontract entered into by the Contractor without approval in writing by "the Centre may be cause for termination of the Agreement.

15.2 In certain exceptional circumstances by prior written approval of the Centre specific jobs and portions of the Project may be assigned to a subcontractor. Notwithstanding the said written approval, the Contractor shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and the Centre. The Contractor remains bound and liable thereunder and it shall be directly responsible to the Centre for any faulty performance under the subcontract. The subcontractor shall have no cause of action against the Centre for any breach of the sub-contract.

16. Liquidated Damages

If the Works are not completed by the Completion Date specified in Article 5.1 the Contractor shall be liable to the Centre for liquidated damages equivalent to 0.1% (one-tenth of one per cent) of the total Contract Price for each day of delay until the whole Works are completed and accepted by the Centre according to Article 4.6. up to a maximum amount of

10 % of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

The Centre may, at its discretion, grant a conditional time extension whereby the Works are not considered to be in delay during the time extended, but in case of non-completion within the extended period, the calculation of liquidated damages for delay outlined herein shall be from the original completion date before extension.

If the Agreement is terminated by either Party after the Completion Date due to non-completion of the Works, the Contractor shall be liable to the Centre for liquidated damages equivalent to 0.1% (one-tenth of one per cent) of the total Contract Price for each day from the Completion Date to the date of termination.

17. Force Majeure

Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

18. Independent Contractor

The Contractor shall perform all Services under this Agreement as an independent contractor and not as an employee, partner, or agent of the Centre.

19. Audit

The Contractor agrees to maintain records, in accordance with sound and generally accepted accounting procedures, of all direct and indirect costs of whatever nature involving transactions related to the provision of services under this Agreement.

20. Confidentiality

All information which comes into the Contractor's possession or knowledge in connection with this Agreement is to be treated as strictly confidential. The Contractor shall not communicate such information to any third party without the prior written approval of the Centre. The Contractor shall comply with International Best Practices on Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. This obligation shall survive the expiration or termination of this Agreement.

21. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and received by the other Party at the following address:

<i>For the Centre</i>	<i>For the Contractor</i>
Authorised Representative	
<i>ATT:</i>	<i>ATT:</i>
<i>Email:</i>	<i>Email:</i>
<i>For the Beneficiary</i>	<i>For the Supervisor</i>
<i>Email:</i>	<i>Email:</i>

22. Dispute Resolution

22.1. Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.

22.2. In the event that the dispute, controversy or claim has not been resolved by negotiation within 3 (three) months of receipt of the notice from one party of the existence of such dispute, controversy or claim, either Party may request that the dispute, controversy or claim is resolved in accordance with the arbitration procedures published by ***United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.***

23. Use of the Centre Name

The use of the official logo and name of the Centre may not be used by the Contractor without the prior written approval of “the Centre

24. Status of The Centre

Nothing in this Agreement affects the privileges and immunities enjoyed by the Centre as an intergovernmental organization.

25. No Waiver Clause

The Centre’s failure to insist upon a strict performance of any of the terms and conditions of this Agreement shall not be deemed a relinquishment of any right or remedy that the

Centre may have, nor shall it be construed as a waiver of Contractor's subsequent breach of this Agreement which shall continue to be in full force and effect. No waiver by the Centre of any of its rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by the Centre.

26. Termination of Agreement

26.1 The Centre may, at its option, terminate for convenience any of the work under this Agreement in whole or in part, at any time by 7 (seven) days written notice to Contractor. Such notice shall be in accordance with Article 6.2 and the effective date of termination. Upon receipt of such notice Contractor shall:

- (a) Immediately discontinue the Works on the date and to the extent specified in the notice and place no further purchase orders or subcontracts for materials, services, or facilities other than as may be required for completion of such portion of the Works that is not terminated;
- (b) Promptly cancel upon terms satisfactory to the Centre all purchase orders, subcontracts, rentals, or any other agreement existing for the performance of the terminated work, or assign those agreements as directed by the Centre;
- (c) Assist the Centre in the maintenance and protection of work in progress, plant, tools, equipment, property and materials acquired by Contractor or furnished by the Centre under this Agreement;
- (d) Complete performance of such portion of the Works which are not terminated; and
- (e) Perform other related tasks, which the Centre may reasonably instruct, in order to effect the termination of the work.

26.2 Upon termination as per the previous clause, as the sole right and remedy of Contractor, the Centre shall pay in accordance with the following:

- (a) The Contract Price corresponding to the Works performed in accordance with this Agreement prior to the date of such notice of termination;
- (b) Costs corresponding to the portion of the Works thereafter performed as specified in such notice of termination, subject to the Centre's acceptance of such work;
- (c) Reasonable and documented administrative costs of settling and paying claims arising out of the termination of work under purchase orders or subcontracts, as agreed by the Centre and

- (d) Reasonable costs incurred in demobilization and the disposition of residual material and equipment, as agreed by the Centre.

The Contractor shall submit within 7 (seven) calendar days after receipt of notice of termination, a written statement setting forth its proposal for an adjustment to the Contract Price to include only the incurred costs described in this clause. The Centre shall review the proposal and negotiate an equitable adjustment of the Contract Price. Other amounts paid in advance by the Centre will be refunded by the Contractor within 7 (seven) days.

26.3 The Centre may terminate this Agreement or any of the work under this Agreement at any time by immediate written notice to the Contractor, for causes, which include, but are not limited to: (a) The Contractor's violation of the terms and conditions of this Agreement;

- (b) Contractor's default, failure or refusal to carry out order to remove and replace the unsound, incorrect or defective portion of the Works as per Article 14.5;
- (c) Non-completion of the Works within the time agreed upon or the expiration of extension agreed upon, or delayed progress of the Works as stated in Article 5 or sub-standard work;
- (d) Institution of insolvency or receivership proceedings involving the Contractor;
- (e) If, in the judgment of the Centre the Contractor has engaged in corrupt or fraudulent practices in competing for and/or implementing the Agreement.

The written notice shall be in accordance with Article 6.2 upon termination, the effective date of termination, and any additional tasks that need to be performed including but not limited to those enumerated in Articles 26.1 and 26.2. Such termination shall be without prejudice to the Centre other rights and remedies in this Agreement, in law and in equity. Amounts paid in advance by the Centre will be refunded by the Contractor within 7 (seven) days from the date of the Centre's request.

26.4 Where the Centre terminates this Agreement as per Article 26.3 above, all materials, plant, equipment and works financed under this Agreement shall be deemed to be the property of the Centre and the Contractor shall be liable for all the direct replacement cost incurred to the Centre for the completion of the Works. The Contractor shall pay the Centre the required amount within 30 (thirty) days from receipt of an invoice from the Centre. The direct replacement cost shall be the difference between the remaining

amount in Contract Price not paid to the Contractor upon termination, including the retention amount (after the settlement of all remaining debts and obligations) and the actual cost spent by the Centre for completion of the remainder of the Works plus overhead of 10% (ten per cent) for additional administrative efforts of the Centre

26.5 Upon any termination, the Contractor shall waive any claims for damages including loss of anticipated profits on account thereof.

27. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

28. Entirety

This Agreement and its Annexes embody the entire agreement between the Parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

29. Final clauses

29.1 This Agreement will enter into force upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with Article 26.

29.2 Amendments may be made by mutual agreement in writing between the Parties.

30. 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

IN WITNESS WHEREOF, this Contract has been signed on behalf of the **Caribbean Community Climate Change Centre** and _____ by their respective duly authorised representatives.

For and on behalf of the **Caribbean
Community Climate Change Centre**

For and on behalf of the **Contractor**

Name: Colin Young (PhD)
Executive Director

Name:

Signed:.....

Signed:

Date:.....

Date:

.....
Witness (Sign & Print Name)

.....
Witness (Sign & Print Name)

Section VI. Qualifications, Specifications & Performance Requirements

1. Bidders will be evaluated as follows:

(i) Award Criteria for Multiple Contracts :

Lots: Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combinations of lots, the contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

See attached Specifications & Performance Requirements for:

Lot A: Upgrade of the Desbarra Water Treatment Facility, Desbarra, Saint Lucia

Lot B: Upgrade of the Existing Infrastructure at The Vanard Intake and Pumping Station, Vanard, Saint Lucia

Section VII. Drawings

Insert here a list of Drawings. The Drawings, including site plans, should be attached to this section or annexed in a separate folder.

See attached Drawings:

Lot A: *Upgrade of the Desbarra Water Treatment Facility, Desbarra, Saint Lucia*

Lot B: *Upgrade of The Existing Infrastructure at The Vanard Intake and Pumping Station, Vanard, Saint Lucia*

Section VIII. Bill of Quantities/Activity Schedule

This Bill of Quantities provides an indication of the works to be done on each project site. This in no way derogates from the responsibility of the contractor to provide a complete and fixed price for the completion of works at each project site. The worksheet entitled Activity Schedule will be binding in the submission of the breakdown of the lump-sum prices required. The contractor is required to complete the Bill of Quantities as part of the submission.

Attached as separate file

Lot A: Upgrade of the Desbarra Water Treatment Facility, Desbarra, Saint Lucia

Lot B: Upgrade of the Existing Infrastructure at The Vanard Intake and Pumping Station, Vanard, Saint Lucia

Section IX. Forms of Contract

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in this Section X. Bidders shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. Only the successful Bidder shall be required to provide these two securities.

Letter of Acceptance

[letterhead paper of the Centre]

[insert date]

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[insert name and address of the selected Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and number]* for the Contract Price of *[insert amount in numbers and words]* [USD], as corrected and modified¹ in accordance with the Instructions to Bidders is hereby accepted by the Centre.

You are hereby instructed to (a) sign and return the attached Contract Documents within 21 days after receipt of this Letter of Acceptance, and (b) forward the performance security pursuant to ITB 42.1.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Agreement

¹ Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

Performance Bank Guarantee (Unconditional)

*[The **bank/successful Bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Centre requires this type of security.]*

[insert bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Centre]*

Date: *[insert date]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (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 Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),² such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than twenty-eight days from the date of issuance of the Taking-Over Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the *[insert number day of [insert month], [insert year],*³ whichever occurs first. 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) 210 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) hereby excluded.

[signature(s) of an authorized representative(s) of the Bank]

² *The Guarantor (bank) shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Centre.*

³ *Insert the date twenty-eight days after the expected Completion date. The Centre should note that in the event of an extension of the time for completion of the Contract, the Centre 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.*

Performance Bond

[The Surety/successful Bidder providing the Bond shall fill in this form in accordance with the instructions indicated in brackets, if the Centre requires this type of security]

By this Bond, *[insert name and address of Contractor]* as Principal (hereinafter called “the Contractor”) and *[insert name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name and address of Centre]* as Obligee (hereinafter called “the Centre”) in the amount of *[insert amount of Bond]* *[insert amount of Bond in words]*,¹ 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 Contractor 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 Contract with the Centre dated² the *[insert number]* day of *[insert month]*, *[insert year]* for *[insert name of Contract]* 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 Contractor 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 Contractor shall be, and declared by the Centre to be, in default under the Contract, the Centre having performed the Centre’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 Centre for completing the Contract in accordance with its terms and conditions, and upon determination by the Centre and the Surety of the lowest responsive bidder, arrange for a Contract between such Bidder and Centre 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 the Centre to the Contractor under the Contract, less the amount properly paid by the Centre to the Contractor; or

¹ An amount is to be inserted by the Surety, representing the percentage of the Contract Price specified in the Contract Data, and denominated either in the currency(ies) of the Contract or in a freely convertible currency of type and amount acceptable to the Centre.

² Date of Letter of Acceptance or Agreement.

- (3) pay the Centre the amount required by the Centre 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 issuance of the Certificate of Completion.

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

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[insert day]* day of *[insert month]*, *[insert year]*.

Signed by *[insert signature(s) of authorized representative(s)]*
on behalf of *[name of Contractor]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

Signed by *[insert signature(s) of authorized representative(s) of Surety]*
on behalf of *[name of Surety]* in the capacity of *[insert title(s)]*

In the presence of *[insert name and signature of witness]*
Date *[insert date]*

Bank Guarantee for Advance Payment

The **bank/successful bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract

[insert Bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Centre]*

Date: *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with you, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you 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 your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number *[insert account number]* at *[insert name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated 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 eighty (80) percent of the Contract Price has been certified for payment, or on the *[insert number]* day of *[insert*

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 Centre.

month], *[insert year]*,² 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 Publication No.758

[insert signature(s) of authorized representative(s) of bank]

² *Insert the expected expiration date of the Time for Completion. The Centre should note that in the event of an extension of the Time for Completion of the Contract, the Centre 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 Centre might consider adding the following text to the form, at the end of the penultimate paragraph: “ We agree to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Centre’s written request for such extension, such request to be presented to us before the expiry of the guarantee.”*

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