



UNIDADE DE GESTÃO DE PROJECTOS ESPECIAIS

CABO VERDE RENEWABLE ENERGY AND IMPROVED UTILITY PERFORMANCE PROJECT

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Request for Bids Goods

(One-Envelope Bidding Process)

Procurement of:

**Supply, Installation and Commissioning of Grid-
Connected Photovoltaic Systems for self-
consumption of the Health Centers of Cabo
Verde and Equipment for Energy Efficiency**

RFB No: 011/REIUP/UGPE

Project: Renewable Energy and Improved Utility Performance Project

Purchaser: Unidade de Gestão de Projectos Especiais - Ministério das Finanças e do Fomento Empresarial

Country: Republic of Cabo Verde

Issued on: June 07, 2023

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Standard Procurement Document

Summary

Request for Bids – Goods (One-Envelope Bidding Process)

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. It is based on a one-envelope Bidding process. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Bid Data Sheet (BDS)

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

Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Bid.

Section IV - Bidding Forms

This Section includes the forms for the Bid submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be completed and submitted by the Bidder as part of its Bid.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

This section includes the fraud and corruption provisions which apply to this Bidding process.

PART 2 – SUPPLY REQUIREMENTS

Section VII - Schedule of Requirements

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

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

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

Section IX - Special Conditions of Contract (SCC)

This Section contains the Special Conditions of Contract (SCC). The contents of this Section modify or supplement the General Conditions and shall be prepared by the Purchaser.

Section X - Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

Standard Procurement Document

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PART 1 – Bidding Procedures

Section I - Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Purchaser, as specified **in the BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS**.
 - 1.2 Throughout this bidding document:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by

decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the

decisions of the Purchaser regarding this Bidding process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or

subconsultants for any part of the Contract including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;
 - (a) relates to fraud or corruption; and
 - (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

- 5. Eligible Goods and Related Services**
- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this ITB, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Request for Bids Document

- 6. Sections of Bidding Document**
- 6.1 The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I - Instructions to Bidders (ITB)
- Section II - Bidding Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Supply Requirements

- Section VII - Schedule of Requirements

PART 3 Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.
- 7. Clarification of Bidding Document**
- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified **in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) **Letter of Bid** prepared in accordance with ITB 12;
 - (b) **Price Schedules**: completed in accordance with ITB 12 and ITB 14;
 - (c) **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;
 - (d) **Alternative Bid**: if permissible, in accordance with ITB 13;
 - (e) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
 - (f) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
 - (g) **Bidder's Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
 - (h) **Eligibility of Goods and Related Services**: documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
 - (i) **Conformity**: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; and

(j) any other document required **in the BDS**.

11.2 In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letter of Bid and Price Schedules

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

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

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS**.
 - (b) For Goods manufactured outside the Purchaser's Country, to be imported:

- (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as specified **in the BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the BDS**;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified **in the BDS**.
- 15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but

shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

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

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

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

- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (b) that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

- 18.1. Bids shall remain valid until the date **specified in the BDS** or any extended date if amended by the Purchaser in accordance with ITP 8. A Bid that is not valid until the date **specified in the BDS**, or any extended date if amended by the Purchaser in accordance with ITP 8, shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
 - (b) in the case of adjustable price contracts, no adjustment shall be made;

- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
 - (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security specified **in the BDS**,from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 46.

- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 19.7. The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 45; or
 - (ii) furnish a Performance Security in accordance with ITB 46.
- 19.8. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 46;
- the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include

proprietary information, trade secrets, or commercial or financially sensitive information.

- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
 - (b) in an envelope marked “COPIES”, all required copies of the Bid; and,
 - (c) if alternative Bids are permitted in accordance with ITB 13, and if relevant:
 - i. in an envelope marked “ORIGINAL -ALTERNATIVE”, the alternative Bid; and
 - ii. in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.
- 21.2. The inner and outer envelopes, shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 22.1;
 - (c) bear the specific identification of this Bidding process indicated in ITB 1.1; and

- (d) bear a warning not to open before the time and date for Bid opening.

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

22. Deadline for Submission of Bids

22.1. Bids must be received by the Purchaser at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

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

23. Late Bids

23.1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

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

25. Bid Opening

25.1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the BDS**.

25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

25.5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.

25.6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to

be initialed by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.

- 25.7. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
 - (b) the Bid Price, per lot (contract) if applicable, including any discounts;
 - (c) any alternative Bids;
 - (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
- 25.9. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality

- 26.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.

27. Clarification of Bids

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

any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

**28. Deviations,
Reservations, and
Omissions**

28.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**29. Determination of
Responsiveness**

29.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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

29.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonconformities,
Errors and
Omissions**

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

30.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

**31. Correction of
Arithmetical Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
- 32. Conversion to Single Currency** 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.
- 33. Margin of Preference** 33.1 Unless otherwise specified **in the BDS**, a margin of preference shall not apply.
- 34. Evaluation of Bids** 34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This 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.
- 34.2 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract)

combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

- 34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.
- 34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f).

35. Comparison of Bids

- 35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

36. Abnormally Low Bids

- 36.1 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 with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 36.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 36.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.

37. Qualification of the Bidder

- 37.1 The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.
- 37.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.
- 37.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest

evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.

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

38.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

39. Standstill Period

39.1 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 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

40. Notification of Intention to Award

40.1 The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award 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;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

41. Award Criteria

41.1 Subject to ITB 38, the Purchaser 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.

42. Purchaser’s Right to Vary Quantities at Time of Award

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

43. Notification of Award

43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser 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 Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Purchaser;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder’s Beneficial Ownership Disclosure Form, if specified in BDS ITB 45.1.

43.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at

least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the contract award notice in UNDB online.

43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

44. Debriefing by the Purchaser

44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period

44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting.

45. Signing of Contract

45.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

- 45.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.
- 45.3 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**46. Performance
Security**

- 46.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. 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 Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.
- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

**47. Procurement Related
Complaint**

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

Section II - Bid Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is : 011/REIUP/UGPE</p> <p>The Purchaser is: Unidade de Gestão de Projectos Especiais - Ministerio das Finanças e Fomento Empresarial Unidade de Gestão de Projetos Especiais Avenida Amilcar Cabral, Ex. Edifício do BCV, 4º Andar CP nº 145, Plateau, Cidade da Praia - República de Cabo Verde</p> <hr/> <p>The name of the RFB is: Supply, Installation and Commissioning of Grid-Connected Photovoltaic Systems for self-consumption of Health Centers of Cabo Verde, and equipment for Energy Efficiency</p> <p>The number and identification of lots (contracts) comprising this RFB is: 1 (one) Contract</p>
ITB 2.1	<p>The Borrower is: The Government of the Republic of Cabo Verde</p> <p>Loan or Financing Agreement amount: Canada Clean Energy and Forest Climate Facility Grant No - TF-B6853 US\$ 7.0 million</p> <hr/> <p>The name of the Project is: Renewable Energy and Improved Utility Performance Project</p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: 2 (two)
ITB 4.5	A list of debarred firms and individuals is available on the Bank’s external website: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms

	B. Contents of Bidding Document
ITB 7.1	<p>For <u>Clarification of Bid purposes</u> only, the Purchaser’s address is:</p> <p>Attention: <u>Mr. Daniel Santos</u> - Email: daniel.santos@mf.gov.cv</p> <p>Mrs. Irenalina Barbosa Vicente - Email Irenalina.b.vicente@mee.gov.cv</p> <p>CC: Mrs Izalda Monteiro – Email: Izalda.canto@mf.gov.cv</p> <p>CC: <u>Mrs. Ailine Fernandes</u> E-mail: Ailine.Fernandes@mf.gov.cv</p> <p>Requests for clarification should be received by the Purchaser no later than: 10 (ten) days before the submission deadline date i . e until August 01, 2023</p> <p>Answers to clarification shall be published on the following Web page: https://ugpe.gov.cv</p> <p><u>Site Visits</u></p> <p>Site visit is optional, however the Bidder is advised to visit and examine the Sites and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. The costs of visiting the Site shall be at the Bidder’s own expense. Nevertheless for supply of goods bidders are required to price as the the quantities on the BoQ provided for each site.</p> <p>The Purchaser will conduct a site visit to the following project sites in the following dates:</p> <p><u>Santiago Island:</u></p> <p>Fazenda health centre – June 26, 2023 - 09 am Tira Chapeu health center – June 26, 2023 - 11 am National Medicine Warehouse – June 26, 2023 – 2 pm Santa Catarina Health Delegacy – June 27, 2023 – 10 am</p> <p><u>São Vicente island:</u></p> <p>Mindelo Health Delegacy – June 28, 2023 – 9:30 am</p> <p><u>Sal Island:</u></p> <p>Santa Maria Health Center – June 29, 2023 – 9 am</p>

	Espargos Health Delegacy – June 29, 2023 – 11 am
	C. Preparation of Bids
ITB 10.1	<p>The language of the bid is English</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English / Portuguese</p>
ITB 11.1 (j)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ul style="list-style-type: none"> • Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Declaration. • Forced Labor Performance Declaration (which covers past performance). • Forced Labor Declaration (which covers future commitments to prevent, monitor and report on any forced labor, cascading the requirements to their own sub-contractors and suppliers). Bidders shall use the form included in annex II (IPF SOLAR PROCUREMENT BIDDER DECLARATION - FORCED LABOR) <p>Documents in Chapter 3 of Section VII</p>
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.6	Not applicable
ITB 14.7	The Incoterms edition is: 2020
ITB 14.8 (b)(i)	<p>Final destinations (Project Sites):</p> <p>Site #1: Sal Rei Health Center – Sal Rei, Boa Vista Island Republic of Cabo Verde</p> <p>Site #2: Mosteiros Health Center, Mosteiros, Fogo Island Republic of Cabo Verde</p>

<p>Site #3: S. Filipe Health Delegacy, S. Filipe, Fogo Island Republic of Cabo Verde</p> <p>Site #4: Porto Inglês Health Center, Porto Inglês. Maio Island Republic of Cabo Verde</p> <p>Site #5: Espargos Health Delegacy, Espargos, Sal Island Republic of Cabo Verde</p> <p>Site #6: Santa Maria Health Center, Santa Maria, Sal Island Republic of Cabo Verde</p> <p>Site # 7: Calheta de S. Miguel Health Center, Calheta de S. Miguel, Santiago Island Republic of Cabo Verde</p> <p>Site # 8: Achada de S. António Health Center, Praia, Santiago Island Republic of Cabo Verde</p> <p>Site # 9: Achada Grande Trás Health Center, Praia, Santiago Island Republic of Cabo Verde</p> <p>Site # 10: Fazenda Health Center, Praia, Santiago Island Republic of Cabo Verde</p> <p>Site # 11: Ponta d'Água Health Center, Praia, Santiago Island Republic of Cabo Verde</p> <p>Site # 12: Tira Chapéu Health Center, Praia, Santiago Island Republic of Cabo Verde</p> <p>Site # 13: National Medicine Warehouse, Praia, Santiago Island Republic of Cabo Verde</p> <p>Site # 14: Santa Catarina Health Delegacy, Assomada, Santiago Island Republic of Cabo Verde</p> <p>Site # 15: Santa Cruz Health Center, Pedra Badejo, Santiago Island Republic of Cabo Verde</p> <p>Site # 16: São Domingos Health Center, São Domingos, Santiago Island Republic of Cabo Verde</p> <p>Site # 17: Orgãos Health Center, Orgãos, Santiago Island Republic of Cabo Verde</p>
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<p>Site # 18: Picos Health Center, Picos, Santiago Island Republic of Cabo Verde</p> <p>Site # 19: Tarrafal Health Center, Chão Bom, Santiago Island Republic of Cabo Verde</p> <p>Site # 20: Paúl Health Center, Paúl, Santo Antão Island Republic of Cabo Verde</p> <p>Site # 21: Porto Novo Health Center, Porto Novo, Santo Antão Island Republic of Cabo Verde</p> <p>Site # 22: Ribeira Grande Health Delegacy, Ribeira Grande, Santo Antão Island Republic of Cabo Verde</p> <p>Site # 23: Ribeira Brava Health Delegacy, Ribeira Brava, S. Nicolau Island Republic of Cabo Verde</p> <p>Site # 24: Tarrafal Health Center, Tarrafal, S. Nicolau Island Republic of Cabo Verde</p> <p>Site # 25: Chã de Alecrim Health Center, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>Site # 26: Fonte Inês Health Center, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>Site # 27: Ribeira de Craquinha Health Center, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>Site# 28: Mindelo Health Delegacy, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>Site # 29: Ribeirinha Health Center, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>Site # 30: Regional Medicine Warehouse, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>Site # 31: Ribeira de Vinha Ocupacional Center, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>Site # 32: Bela Vista Health Center, Mindelo, S. Vicente Island Republic of Cabo Verde</p>

ITB 14.8 (a)(iii), (b)(ii) and (c)(v)	Final Destination (Project Sites): Same as ITB 14.8 (b)(i) above
ITB 15.1	The prices shall be quoted by the bidder in: EURO, USD or CVE. The Bidder is required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <ul style="list-style-type: none"> - PV panels: 10 years product warranty; linear peak power warranty of 90% after 15 years and 85% after 25 years - Inverters: 7 years base product warranty - 2 years product warranty, and a 10 year service time for all other components and equipment specified in Section VII and in the List of Goods.
ITB 17.2 (a)	Manufacturer's authorization is: Yes Authorization should be provided by the manufacturer, or authorized dealer, for the following equipment: <ul style="list-style-type: none"> - PV modules - Inverters
ITB 17.2 (b)	After sales service is: not required
ITB 18.1	The Bid shall be valid until: 120 days after submission deadline i. e. December 11, 2023
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): Not Applicable
ITB 19.1	A Bid Security is required in form of a Bank Guarantee The amount and currency of the bid security shall be USD 48 000 (Forty - eight thousand US dollars)

	<p>For bids submitted electronically the printed original of the Bid security, must be received at UGPE address until 10 business days after deadline for bids submission i.e. August 28 2023.</p> <ul style="list-style-type: none"> • Purchaser reserves the right to declare the Bids as non-responsive if the printed original of Bid security is not received within that period
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 20.1	<p>For Bids submitted in closed envelope the Bidders shall submit:</p> <ul style="list-style-type: none"> • One (1) original of the Bid; • 2 copies of the Bids and an electronic version in a USB key.
ITB 20.3	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>POWER OF ATTORNEY: A DULY AUTHORISED PERSON- AUTHORISATION SHALL BE INDICATED BY WRITTEN POWER OF ATTORNEY ACCOMPANYNG THE BID TO DEMONSTRATE THE AUTHORITY OF THE SIGNATORY.</p>
	D. Submission and Opening of Bids
ITB 22.1	<p>For Bid submission in closed identified envelope, the Purchaser's address is:</p> <p>Attention: Mr. Nuno Gomes Unidade de Gestão de Projetos Especiais Street Address: Avenida Amilcar Cabral, Ex. Edifício do BCV, 4º Andar, Plateau - CP nº 145, City:Praia - República de Cabo Verde</p> <p>Country: Republica de Cabo Verde (Republic of Cape Verde)</p> <p>Bidders shall have the option of submitting their Bids electronically.</p> <p><u>Mandatory: Bids sent by email must be with a password protection</u></p> <p>The electronic Bidding submission procedures shall be:</p>

- For submission of bids, the Bidders have the option to submit the bids through the e-mail address indicated below with a password-protection:

Email: nuno.gomes@mf.gov.cv / irenalina.b.Vicente@mf.gov.cv / daniel.santos@mf.gov.cv - / Izaida.canto@mf.gov.cv

Cc : Ailine.Fernandes@mf.gov.cv;

- In the case of bids protected with a password, the password must be received **until 15h00 local time of August 11, 2023** to the email address: nuno.gomes@mf.gov.cv / irenalina.b.Vicente@mf.gov.cv / daniel.santos@mf.gov.cv : Ailine.Fernandes@mf.gov.cv : Izaida.canto@mf.gov.cv
- The email shall mandatory and clearly marked **“Reference Number: RFB No: 011/REIUP/UGPE – Supply, Installation and Commissioning of Grid-Connected Photovoltaic Systems in Health Centers of Cabo Verde**
- Bids sent by e-mail shall have an overall size until 9 MB, or be sent through a link.
- **For Bids submitted electronically the original of the Bid security, must be received at UGPE address until 10 bussiness days after deadline for bids submission. i.e. August 28, 2023.**
- Purchaser reserves the right to declare the Bids as non-responsive if the printed Originals of Bid security is not received within that period

The Purchaser will not assume any responsibility:

- **For bids submitted through email address without password protection.**
- **For not submission of password on within the deadline requested.**

Bids submitted through e-mail will be treated as Originals, the Purchaser reserve the right to request any documents as part of the evaluation process and the documents may be checked/requested by the Purchaser before contract award.

	<p>UGPE will promptly acknowledge receipt of the bids submitted through email, still Bidders is strongly recommended to call to UGPE for confirmation of delivery at number:</p> <p>Unidade de Gestão de Projetos Especiais - Tel: (+238) 261 7584 / 261 6198</p> <p>The deadline for Bid submission is:</p> <p>Date: 11 August 2023</p> <p>Time: 15h00 local time</p>
ITB 25.1	<p>The Bid opening shall take place at:</p> <p>Ministério das Finanças e Fomento empresarial Unidade de Gestão de Projetos Especiais Avenida Amilcar Cabral, Ex. Edifício do BCV, 4º Andar, Plateau - CP nº 145, , City: Praia - República de Cabo Verde</p> <p>Country: Republica de Cabo Verde (Republic of Cape Verde) Telephone: +238 261 7584/+238 261 5939</p> <p>Date: 11 August 2023</p> <p>Time: 15h30 local time</p> <p>The electronic Bid opening procedures shall be:</p> <p>Yes, a link will be sent in due course, before the opening.</p>
ITB 25.6	The Letter of Bid and Price Schedules shall be initialed by representatives of the Purchaser conducting Bid opening, where applicable
E. Evaluation and Comparison of Bids	
ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: CVE (Cabo Verde Escudos)</p> <p>The source of exchange rate shall be: the Central Bank of Cabo Verde www.bcv.cv</p> <p>The date for the exchange rate shall be: 07 (seven) days before the submission deadline date i.e. August 02, 2023</p>
ITB 33.1	A margin of domestic preference shall not apply.

ITB 34.2(a)	<p>The number and identification of lots (contracts) comprising this RFB is: 1 (one) Contract</p> <p>The completeness of bids will be checked on a site –by-site basis and omissions and deviations rectified for any line items. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.</p>
ITB 34.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: NO (b) Deviation in payment schedule: NO (c) the cost of major replacement components, mandatory spare parts, and service: NO (d) the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the bid: NO (e) Life cycle costs: the costs during the life of the goods or equipment: NO (f) the performance and productivity of the equipment offered: YES <p>The offered combination of PV modules and inverter may deviate from the List of Goods in the following manner:</p> <ul style="list-style-type: none"> - Solar field installed capacity +/- 4% - Inverter nominal power: +/- 4% <p>The price offered by the Bidder shall be reduced by 2% for evaluation purposes if the Bidder offered solution results in total energy output equal or higher than 105% of the reference energy output provided in Chapter 3 of Section VII.</p> <p>Proof of performance is mandatory by detailed simulation using internationally recognized simulation tools (PVSyst or PVSOL). In-plane simulated radiation must stay within +/- 1% of reference value provided in Chapter 3 of Section VII. Use of other simulation tools must be approved by Purchaser prior to submission of bid.</p>

	(g) the availability in the Purchaser’s Country of after-sales services for the installation services offered in the bid: NO
	F. Award of Contract
ITB 42	The maximum percentage by which quantities may be increased is: 15% (fifteen percent) The maximum percentage by which quantities may be decreased is: 15% (fifteen percent)
ITB 45.1	The successful Bidder shall submit the Beneficial Ownership Disclosure Form.
ITB 47.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” 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 either by email or fax), to:</p> <p>For the attention: Nuno Gomes Title/position: Coordinator UGPE Client: Unidade de Gestão de Projetos Especiais – Ministerio das Finanças e Fomento Empresarial. Email address: Nuno.Gomes@mf.gov.cv /Irenalina.B.Vicente@mf.gov.cv /Daniel.Santos@mf.gov.cv</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Purchaser’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

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1. Margin of Preference (ITB 33)

Not applicable.

2. Evaluation (ITB 34)

2.1. Evaluation Criteria (ITB 34.6)

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive.

(b) Deviation in payment schedule.

Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price.

(c) Cost of major replacement components, mandatory spare parts, and service.

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 16.4, is in the List of Goods.

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Bid price, for evaluation purposes only if specified in the BDS 34.6. The adjustment will be evaluated in accordance with the methodology specified in the BDS 34.6.

(e) Life Cycle Costs

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS 34.6.

(f) Performance and productivity of the equipment:

An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS 34.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS 34.6.

(g) The availability in the Purchaser's Country of after-sales services for the installation services offered in the bid. An adjustment to take into account the availability of after-sales services for installation offered in the bid in the Purchaser's country will be added in the bid price for evaluation purpose only, if specified in the BDS 34.6.

2.2. Multiple Contracts (ITB 34.4)

Not Applicable

2.3. Alternative Bids (ITB 13.1)

Not Applicable

3. Qualification (ITB 37)

3.1 Qualification Criteria (ITB 37.1)

After determining the substantially responsive Bid, which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) **Financial Capability:** The Bidder shall submit audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last 5 (Five) years (2017, 2018, 2019, 2020, 2021) prior to bid submission deadline, demonstrating the current soundness of the Bidder's financial position. For a joint venture, this requirement shall be met by each member.

(b) **Specific Experience:** The Bidder shall demonstrate that it has successfully completed at least 3 (Three) contracts within the last 7 (seven) years prior to bid submission deadline,

each with a value of at least USD 800000 (eight hundred thousand American dollars) that have been successfully and substantially completed and that are similar in nature and complexity to the Goods and Related Services under the Contract. For a joint venture, this requirement may be met by all members combined.

(c) **Documentary Evidence:** The Bidder shall furnish documentary evidence to demonstrate that the goods it offers meet the following usage requirement:

(A) Declarations of conformity with the applicable IEC Standards, issued by institutes/laboratories accredited by ISO/IEC 17025:

PV MODULES

- IEC 61215, “Crystalline silicon terrestrial photovoltaic (PV) Modules - Design qualification and type approval”.
- IEC 61730 (2nd edition), “Photovoltaic (PV) module safety qualification”.
- IEC 61701 Ed.2 or 2020: Salt mist corrosion testing of photovoltaic (PV) modules.

INVERTERS

- IEC 62109:2010, “Safety of power converters for use in photovoltaic power systems”.
- IEC 62116:2014, “Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures.
- IEC 61727:2004, “Photovoltaic (PV) systems - Characteristics of the utility interface.

Or compatible.

- DIN VDE 0126-1-1 (2013) Automatic disconnection device between grid parallel power generating system and the public low voltage grid (for frequency and voltage disconnection limits), and
- VDE-AR-N 4105 (2019): Power generating plant in low voltage grid

or similar such as

- G83/1-1, EA Engineering Recommendation G83/1-1: Amendment 1-June 2008, Recommendation for the connection of small-scale embedded generators (up to 16 A per phase) in parallel with the public low-voltage distribution networks.
- AS 4777.2 (2015): Grid connection of energy systems via inverters – inverter requirements
- EN 50438, Requirements for the connection of micro-generators in parallel with public low-voltage distribution networks
- UL1741, Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources
- IEEE 1547 (2018): Standard for interconnecting distributed resources with electric power systems

(B) Product warranty:

PV MODULES

- Manufacturer product warranty of 10 years.
- Manufacturer linear peak power warranty of 90% after 15 years and 85% after 25 years.

INVERTERS

- Manufacturer product warranty of 7 years.

(C) Other usage requirements

PV MODULES

- Duly signed declaration by Bidder that a flash report will be provided for each supplied photovoltaic module.

PV MODULES SUPPORT STRUCTURE

- Demonstration of the structural resistance of the support structure obeying Eurocode 1 (EN1991) for a fundamental wind load of 100 km/h.

LUMINAIRES

- Product warranty of 2 years

AIR CONDITIONING UNITS

- Product warranty of 2 years

FANS

- Product warranty of 2 years

(d) **Manufacturing experience and Technical Capacity:** For the items under the Contract that the bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that:

- (i) it has manufactured goods of similar nature and complexity for at least 5 (five) years, prior to the bid submission deadline; and
 - (ii) its annual production capacity of goods of similar nature and complexity for each of the last 5 (five) years prior to the bid submission deadline, is at least 3 (three) times the quantities specified under the contract.
- (e) **Manufacturer’s authorization:** A Bidder who does not manufacture an item/s where a manufacturer authorization is required in accordance with BDS ITB 17.2 (a), the Bidder shall provide evidence of being duly authorized by a manufacturer (Manufacturer’s Authorization Form, Section IV, Bidding Forms), meeting the criteria in (d) (i) and (ii) above, to supply the Goods;
- (f) A bidder who does who does not manufacture an item/s where a manufacturer authorization is not required in accordance with BDS ITB 17.2 (a), the bidder shall submit documentation on, its status as a supplier, to the satisfaction of the Purchaser (e.g., authorized dealer/distributor of the items).

(g) Forced Labor past Performance declaration

Bidder (including for JV each member of JV), Subcontractors, suppliers, and/or manufacturers proposed by the bidder, shall declare any contracts that have been suspended or terminated, and/or other contractual remedies applied including calling of performance security by an employer, for reasons of breach of forced labor obligations in the past five years. Documentation required: Form annex II: Forced labor Performance Declaration.

At the time of Contract Award, the Bidder (including each subcontractor proposed by the Bidder) shall not be subject to disqualification by the Bank for non-compliance with SEA/SH obligations.

Section IV - Bidding Forms

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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 italicized text is to help Bidders in preparing this form.

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

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

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

To: *[insert complete name of Purchaser]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Purchaser's Country in accordance with ITB 4.7;
- (d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor].*

We, including any of our subcontractors:

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]*

- (e) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (f) **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]*;
- (g) **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]*;
- (h) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITP 18.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (j) **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 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (k) **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 the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (l) **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 4.6];*
- (m) **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]*

Name of Recipient	Address	Reason	Amount

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

- (n) **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;
- (o) **Purchaser Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

Name of the Bidder: **[insert complete name of the Bidder]*

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

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

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

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

*: In the case of the Bid submitted by a 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. The power of attorney shall be attached with the Bid Schedules.

Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid submission]*
 RFB No.: *[insert number of RFB process]*
 Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Purchaser
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

Bidder's JV Members Information Form

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

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

RFB No.: *[insert number of Bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

<p>SEA and/or SH Declaration</p> <p>in accordance with Section III, Qualification Criteria, and Requirements</p>
<p>We:</p> <ul style="list-style-type: none"> <input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations <input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations <input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

Price Schedule Forms

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

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

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

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

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

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

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

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

Price Schedule: Goods Manufactured in the Purchaser’s Country

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

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

Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____
						RFB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

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

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

RFB No.: *[Purchaser to insert reference number for the Request for Bids]*

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

Date: *[Insert date of issue]*

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

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

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

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

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to:
 - (i) sign the contract agreement, or
 - (ii) furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

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

Form of Bid Security (Bid Bond) [Non- Applicable]

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ____ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant has failed to: (i) execute the Contract agreement; or (ii) furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____
 Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

¹ The amount of the Bond shall be denominated in the currency of the Purchaser’s Country or the equivalent amount in a freely convertible currency.

Form of Bid-Securing Declaration [Non -Applicable]

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

Date: *[date (as day, month and year)]*

Bid No.: *[number of RFB process]*

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

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Purchaser for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Purchaser prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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

Name of the Bidder* _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

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

Manufacturer's Authorization

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

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

RFB No.: *[insert number of RFB process]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

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

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

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Technical Proposal – Approach and Method Statement

Bidder shall provide a technical proposal of approach and method statement that will include:

- **Work Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Installation Schedule**
- **Personnel**
- **Equipment**

Code of Conduct for Contractor's Personnel (ES) Form

CODE OF CONDUCT FOR CONTRACTOR'S AND SUBCONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Facilities]. The Plant for the Facilities will be installed at [enter the Site]. Our contract requires us to implement measures to address environmental and social risks, related to the Installation Services i.e. services ancillary to the supply of the Plant for the Facilities, such as inland transportation, site preparation works/ associated civil works, installation, testing, precommissioning, commissioning, operations and maintenance etc. as the case may require.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Installation Services.

All personnel that we utilize in the execution of the Contract, including staff, labor and other employees of us and of each Subcontractor, and any other personnel assisting us in the execution of the Contract, are referred to as Contractor's personnel.

This Code of Conduct identifies the behavior that we require from the Contractor's Personnel employed for the execution of Installation Services at the Site (or other places in the country where the Site is located).

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel employed for the execution of Installation Services at the Site (or other places in the country where the Site is located) shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's and Subcontractor's personnel and any other person;

3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or

2. Call [] to reach the Contractor’s hotline (*if any*) and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Contractor’s Personnel may result in serious consequences, up to and including temporary suspension from work while being investigated, termination and possible referral to legal authorities.

FOR CONTRACTOR’S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor’s contact person(s) with relevant experience*] requesting an explanation.

Name of Contractor’s Personnel: [insert name]

Signature:

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- A Contractor's Personnel comment on the appearance of another Installation Services Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's Personnel or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Forced Labor Performance Declaration

[The following table shall be filled in by the Bidder, each member of a Joint Venture, each Subcontractor/ supplier/ manufacturer providing solar panels and/or solar panel components proposed by the Bidder]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's/supplier's/manufacturer's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Forced Labor Performance Declaration in accordance with Section III, Evaluation and Qualification Criteria											
<p>We:</p> <p><input type="checkbox"/> (a) have not been suspended or terminated, and/or other contractual remedies applied including calling of performance security by an employer, for reasons of breach of forced labor obligations in the past five years. <i>[if (a) is declared, state N/A for (b) below]</i></p> <p><input type="checkbox"/> (b) have been suspended or terminated, and/or other contractual remedies applied including calling of performance security by an employer, for reasons of breach of forced labor obligations in the past five years. Details are provided below:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 10%;">Year</th> <th style="text-align: left; width: 20%;">Contract identification</th> <th style="text-align: left; width: 20%;">Name of Employer</th> <th style="text-align: left; width: 50%;">Reasons for suspension or, termination, and/or other contractual remedies applied including calling performance security</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </tbody> </table> <p><input type="checkbox"/> (c) <i>[If (b) above is applicable, attach evidence demonstrating that adequate capacity and commitment to comply with Forced Labor obligations.]</i></p>				Year	Contract identification	Name of Employer	Reasons for suspension or, termination, and/or other contractual remedies applied including calling performance security	-	-	-	-
Year	Contract identification	Name of Employer	Reasons for suspension or, termination, and/or other contractual remedies applied including calling performance security								
-	-	-	-								

We declare that all the information and statements made in this Form are true, and we accept that any misrepresentation contained in this Form may lead to our disqualification by the Employer and/or sanctions by the Bank.

Name of the Bidder/ JV member/ Subcontractor/ supplier/ manufacturer _____

Name of the person duly authorized to sign on behalf of the Bidder/ JV member/ Subcontractor/ supplier/manufacturer

Title of the person signing on behalf of the Bidder/ JV member/ Subcontractor/ supplier/ manufacturer

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Bidder (for forms submitted by a JV member, Subcontractor/ supplier/ manufacturer):

Signature: _____ Date signed _____ day of _____

Forced Labor Declaration

Date: _____

RFB No.: _____

Alternative No.: _____

Contract Title: _____

To:

We, the undersigned, declare that, if awarded the Contract, we, including our Subcontractors and suppliers/ manufacturers, are required to comply with the contractual Forced Labor obligations. In this regard, we:

- (a) accept that there will be no Forced Labor among the staff, employees, workers and any other persons employed or engaged by us;
- (b) accept that staff, employees, workers and any other persons employed or engaged, will be hired under employment conditions that meet the contractual obligations set out in the Contract;
- (c) will include in our contracts with Subcontractors/ suppliers/ manufacturers of *[solar panels]* *[solar panel components]* obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by the Subcontractor/ supplier/ manufacturer;
- (d) will include in our contracts with Subcontractors/ suppliers/ manufacturers of *[solar panels]* *[solar panel components]*, that the Subcontractors/ suppliers/ manufacturers include an obligation to prevent Forced Labor in all contracts that they execute with their suppliers/ manufacturers of *[solar panel]**[solar panel components]*;
- (e) will monitor our Subcontractors/ suppliers/ manufacturers of *[solar panels]**[solar panel components]* on implementation of obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by them;
- (f) will require our Subcontractors to monitor their suppliers/ manufacturers of *[solar panels]**[solar panel components]* on implementation of obligations to prevent Forced Labor among the staff, employees, workers and any other person employed or engaged by them;
- (g) will require our Subcontractors/ suppliers/ manufacturers to immediately notify us of any incidents of Forced Labor;
- (h) will immediately notify the Employer any incident of Forced labor on the site, or premises of Subcontractors/ suppliers/ manufacturers of *[solar panels]* *[solar panel components]*;
- (i) will include in periodic progress reports submitted in accordance with the contract sufficient details on our, including our Subcontractors/ suppliers/ manufacturers , compliance with Forced Labor obligations; and we
- (j) confirm that the Subcontractors/ suppliers/ manufacturers for *[solar panels]**[solar panel components]* for this contract are (or likely to be):

[Provide each firm's name, address, primary contact, e-mail address, and the link to the firm's website]

OR

confirm that you have not yet finalized the Subcontractors/ suppliers/ manufacturers of solar panels/components, but when known the firm/s name(s), address(es), primary contact(s), e-mail

address(es) and web site link(s) will be provided to the Employer, prior to signing the contract, with documentation demonstrating compliance with forced labor obligations to the Employer for approval].

THEN

If (c) above is applicable, attach evidence of how these contract obligations are/will be made.

If (d) above is applicable, attach evidence of how these contract obligations are/will be made.

If (e) above is applicable, please attach evidence of how this monitoring/due diligence is/will be undertaken (such as your inspection protocols, use of inspection agents, frequency of inspections, examples of previous factory/labor inspection reports etc.).

If (f) above is applicable, please attach evidence of how this monitoring/due diligence is/will be undertaken by Subcontractors (such as their inspection protocols, use of inspection agents, frequency of inspections, examples of previous factory/labor inspection reports etc.).

We declare all the information and statements made in this Form are true, and we accept that any misrepresentation contained in this Form may lead to our disqualification by the Employer and/or sanctions by the Bank.

Name of the Bidder* _____

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

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

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

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

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Non-Consulting Services in Bank-Financed Procurement

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8(a) and ITB 5.1: **none**

Under ITB 4.8(b) and ITB 5.1: **none**

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank’s Anti- Corruption Guidelines, and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating

¹ For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm’s or individual’s financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as

to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 – Supply Requirements

Section VII - Schedule of Requirements

Contents

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Notes for Preparing the Schedule of Requirements

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

The objective of the Schedule of Requirements is to provide sufficient information to enable Bidders to prepare their Bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 42.1.

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

1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date
1	Goods (PV solar, Inverter, Electrical Boards, DC and AC cable, luminaires, Air conditioner, Exhaust Fans (refer to the details in BoQ in section 7.3)	32	Sets	Refer to Table 1 and section 7.3 BoQ	90 days after contract entry into force	150 days after contract entry into force	

For details, refer to *Table 1: site list and locations* and *Section 7.3 BoQ (annex 1)*

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
	Inception Report (refer section 3.1.3)	1	32 sites	Refer Table 1 and section 7.3 BoQ	20 days after contract signature
1	Preparatory Works	32	Set		120 days after contract entry into force
2	Installation works	32	Set		211 days after contract entry into force
3	Commissioning, inspection and tests	32	Set		220 days after contract entry into force

For details, refer to *Table 1 site list and locations* and *Section 7.3 BoQ (Annex 1)*.

3. Technical Specifications

3.1 FRAMEWORK

3.1.1 Scope of work

The present supply is financed jointly by the World Bank and the Government of Cabo Verde, under subcomponent 1b “Resilient and Efficient Electricity Services to Public Health Facilities” of the Renewable Energy and Improved Utility Performance Project”. This subcomponent of the Project has as main objective to develop solar distributed systems in Cabo Verde, photovoltaic and to use more efficient devices and procedures to save energy and has public health structures as the main beneficiaries. The specific objectives are to contribute to the reduction of both energy consumption and electricity bill, while improving the comfort and health services provided to the communities they serve. The present bid focus on the supply of photovoltaic systems to be grid connected, and intended for self-consumption, and equipment for Energy Efficiency, in the following installations described in the table below. Details of the goods to be delivered and related services are described in the *BoQ in section 7 and annex I* which succinctly describes goods, and schedules for each site.

3.1.2 Identificaion of sites and locations

Table 1: Sites and locations

INSTALLATION	ACRONYM	SITE #	GPS	CITY	ISLAND
Sal-Rei Health Center	SRHC	1	16 10 26 N 22 54 40 W	SAL REI	BOAVISTA
Mosteiros Health Center	MOHC	2	15 02 34 N 24 20 21 W	MOSTEIROS	FOGO
São Filipe Health Delegacy	SFHD	3	14 53 52 N 24 29 55 W	SÃO FILIPE	FOGO
Porto Inglês Health Delegacy	PIHD	4	15 08 32 N 23 12 36 W	PORTO INGLÊS	MAIO
Espargos Health Delegacy	EPHD	5	16 45 13 N 22 56 41 W	ESPARGOS	SAL

Santa Maria Health Center	SMHC	6	16 36 05 N 22 54 17 W.	SANTA MARIA	SAL
Calheta de S Miguel Health Center	CMHC	7	15 11 45 N 23 35 55 W	CALHETA DE S. MIGUEL	SANTIAGO
Achada Santo António Health Center	AAHC	8	15 11 45 N 23 35 55 W	PRAIA	SANTIAGO
Achada Grande Trás Health Center	ATHC	9	14 55 17 N 23 29 17 W	PRAIA	SANTIAGO
Fazenda Health Center	FAHC	10	14 55 19 N 23 30 27 W	PRAIA	SANTIAGO
Ponta d'Água Health Center	PAHC	11	14 55 23 N 23 30 23W	PRAIA	SANTIAGO
Tira Chapéu Health Center	TCHC	12	14 55 01 N 23 31 18 W	PRAIA	SANTIAGO
National Medicine Warehouse	NMHC	13	14 54 55 N 23 31 19 W	PRAIA	SANTIAGO
Santa Catarina Health Delegacy	SCHD	14	15 5 01 N 23 31 18 W	ASSOMADA	SANTIAGO
Santa Cruz Health Center	SCHC	15	15 08 25 N 23 32 12 W	SANTA CRUZ	SANTIAGO
São Domingos Health Center	SDHC	16	15 16 04 N 23 44 28 W	S. DOMINGOS	SANTIAGO
Orgãos Health Center	ORHC	17	15 03 54 N 23 35 32 W	ORGÃOS	SANTIAGO

Picos Health Center	PIHC	18	15 04 58 N 23 37 58 W	PICOS	SANTIAGO
Tarrafal Health Center	TRHC	19	15 16 04 N 23 44 28 W	CHÃO BOM	SANTIAGO
Paúl Health Center	PUHC	20	17 08 55 N 25 00 50 W	PAÚL	S. ANTÃO
Porto Novo Health Center	PHHC	21	17 01 16 N 25 04 03 W	PORTO NOVO	S. ANTÃO
Ribeira Grande Health Delegacy	RGHD	22	17 10 59 N 25 04 00 W	RIBEIRA GRANDE	S. ANTÃO
Ribeira Brava Health Delegacy	RBHD	23	16 36 53 N 24 17 55 W	RIBEIRA BRAVA	S. NICOLAU
Tarrafal Health Center	TNHC	24	16 33 42 N 24 21 26 W	TARRAFAL	S. NICOLAU
Chã de Alecrim Health Center	CAHC	25	16 53 49 N 24 59 18 W	MINDELO	S. VICENTE
Fonte Inês Health Center	FIHC	26	16 53 18 N 24 58 45 W	MINDELO	S. VICENTE
Ribeira de Craquinha Health Center	RCHC	27	16 52 12 N 24 58 48 W	MINDELO	S. VICENTE
Mindelo Health Delegacy	MIHD	28	16 53 11 N 24 59 06 W	MINDELO	S. VICENTE
Ribeirinha Health Center	RIHC	29	16 53 16 N 24 58 33 W	MINDELO	S. VICENTE

Regional Medicine Warehouse	RMWH	30	16 53 18 N 24 59 15 W	MINDELO	S. VICENTE
Ribeira de Vinha Therapy Center	RVTC	31	16 51 30 N 25 00 21 W	MINDELO	S. VICENTE
Bela Vista Health Center	BVHC	32	16 52 50 N 24 58 46 W	MINDELO	S. VICENTE

Altogether, the PV capacity to be supplied is 632 kWp to be supplied in 32 sites.

3.1.3 Inception Report

Immediately after signature of the contract, the Supplier together with the Purchaser shall conduct Inception missions to every health facility in each Lot. The Supplier shall make detailed assessment and analysis of the sites, as well as access and logistical issues for installation.

The supplier shall provide the necessary qualified staff to lead the tasks, including an Electrical Engineer and a Project Manager. During the inception mission to these facilities, final clarifications will be made on positioning of PV modules, the manner in which they are installed, locations and replacement and new distribution boards, and cabling routings. The supplier should also take full consideration and ensure the compliance of *Environmental and Social Code of Practice for Health Facilities* as given in *Chapter 8*, and demonstrate this in the Inception Report.

The final Inception Report shall contain at least the following sections:

- Validation of listed health facilities, in conjunction with Purchaser:
 - Assessment of each site comprising :
 - Site plan, building plan with named rooms, room layouts, lighting locations
 - Estimated energy usage, daily, weekly, monthly, if possible seasonal energy usage (dry vs rainy season)
 - Roof sheets or roof repairs requiring replacement prior to installation of roof mounting array structure
 - Proximity to nearest grid, grid connection type (single or three phase, amnd capacity)
 - Existing PV systems on site (kWp), inventory of number of systems, and condition.
 - Proposed PV plant for each site

- List of all sites with
 - Proposed solar PV system(s) type to be installed at each health facility
 - If grid is present / diesel generator size,
 - Minor works required, including any roof sheet replacement prior to array mounting
 - Updated BoQ for each/all sites site with site specific additional work (DB, new cabling routes, etc), showing total cost implications per facility. Use the same format as the BoQ provided.
 - Site plan for location of solar PV array at each site, main platform and interconnection cabling routes. DB locations and new underground AC cable routes, and lighting to be replaced with efficient luminaires, fan and air-conditioner locations.
- Proposed Solar PV types
 - DC-AC Wiring diagrams for each system type
 - Detailed construction drawings for PV module mounting structures
 - Functional description of the operation and variables of the data logging and remote monitoring system
 - Communication wiring diagrams for each PV system type
- Implementation Approach and Staffing
 - A description of the *installation method* and plan if different from *Technical Approach and Method Statement* of the proposal in the Bid Forms.
 - Staffing approach if different to proposal Schedules for implementation and related assumptions
 - Final detailed work schedule in the form of a Gantt chart
 - Environmental and social safeguards (Contractor Environmental and Social Management Plan)
- Support requirements from Purchaser, to be agreed
 - Itemised support required (i.e. permissions from local governor for access to certain project areas and project sites)
 - Responsibilities and schedule for the support.

The Supplier shall finalise the Inception Report and submit to the Purchaser as per time frames in **Section VII -Chapter 1 and 2. Delivery and Completion Schedule**. The Supplier will be informed about approval of the final Inception Report within three (3) weeks after submission, and of any change-orders necessary.

3.2 PROJECT BRIEF

3.2.1 Sal-Rei Health Center, Boa Vista

- **Photovoltaic System**

The grid-connected PV system at SRHC has an installed capacity of 45 kWp and interconnection power of 45 kW. The panels will be erected over top slab within an area of about 230m² with an angle of 17° supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at SRHC is 1740.1 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2109,1 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 4*18 W fluorescent luminaires by LED	28
Replacement of 2*36 W fluorescent luminaires by LED	63
Replacement of 9000 BTU/h AC by new efficient Inverter ones	15
Replacement of 12000 BTU/h AC by new efficient Inverter ones	5
Replacement of 24000 BTU/h AC by new efficient Inverter ones	2
Installation of exhaust fans in the: <ul style="list-style-type: none"> • WC • Corridors/waiting rooms, • Kitchen • Cafeteria 	10 2 1 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.2 Mosteiros Health Center

- **Photovoltaic System**

The grid-connected PV system at MOHC has an installed capacity of 18 kWp and interconnection power of 18 kW. The panels will be erected over top slab within an area of about 110m² with an angle of 17° supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel

The reference PV energy output at MOHC is 1533.7 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1918.0 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 4*18 W fluorescent luminaires by LED	84
Replacement of 2*36 W fluorescent luminaires by LED	21
Replacement of 9000 BTU/h AC by new efficient Inverter type ones.	20
Replacement of 12000 BTU/h AC by new efficient Inverter ones	2
Installation of exhaust fans to corridor ventilation	6
Installation of exhaust fans in the: <ul style="list-style-type: none"> • WC • Corridors/waiting room • Kitchen • Cafeteria 	10 2 1 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.3 São Filipe Health Delegacy

- **Photovoltaic System**

The grid-connected PV system at SFHD has an installed capacity of 15 kWp and interconnection power of 15 kW. The panels will be erected over top slab within an area of about 75m² with an angle of 17° supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at SFHD is 1776.5 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2211.5 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	12
Replacement of 1*36 W fluorescent luminaires by LED	35
Replacement of 2*36 W fluorescent luminaires by LED	18
Replacement of 9000 BTU/h AC by new efficient Inverter ones	15
Installing new luminaires in the porches	12
Installation of exhaust fans in the: <ul style="list-style-type: none"> • WC • Cafeteria 	4 1
General revision of the electrical installation, including but not limited: <ul style="list-style-type: none"> - New connections from the general switchboard to the different buildings; - New protective earth connections - Protective earth measurement and improvement; - Circuit load distribution and phase balance - Outlet repair/replacement 	1

3.2.4 Porto Inglês Health Center, Maio

- **Photovoltaic System**

The grid-connected PV system at PIHC has an installed capacity of 35 kWp and interconnection power of 35 kW. The panels will be erected over top slab within an area of about 200m² with an angle of 17° supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at PIHC is 1706.5 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2123.5 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 4*18 W fluorescent luminaires by LED	124
Replacement of 2*36 W fluorescent luminaires by LED	21
Replacement of 9000 BTU/h AC by new efficient Inverter ones	28
Replacement of 12000 BTU/h AC by new efficient Inverter ones	6
Installation of exhaust fans in the: <ul style="list-style-type: none"> • WC • Corridors • Kitchen • Cafeteria 	10 3 1 1
General revision of the electrical installation, including new inverter mains/emergency and: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.5 Espargos Health Delegacy, Sal

- **Photovoltaic System**

The grid-connected PV system at EPHD has an installed capacity of 12kWp and interconnection power of 12kW. The panels will be erected over top slab within an area of about 200m² with an angle of 17° supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at EPHD is 1745.9 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2179.6 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	12
Replacement of 4*18 W fluorescent luminaires by LED	24
Replacement of 1*36 W fluorescent luminaires by LED	4
Replacement of 2*36 W fluorescent luminaires by LED	10
Replacement of 9000 BTU/h AC by new efficient Inverter ones	12
Replacement of 12000 BTU/h AC by new efficient Inverter ones	5
Installing new luminaires in the porches	12
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms • WC • Cafeteria 	2 6 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.6 Santa Maria Health Center, Sal

- **Photovoltaic System**

The grid-connected PV system at SMHC has an installed capacity of 35 kWp and interconnection power of 35 kW. The panels will be erected over top slab within an area of about 200m² with an angle of 17° supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at SMHC is 1752.6 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2168.3 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Installation of exhaust fans in the acrylic ceiling.	7
Installation of a protective film over the acrylic ceiling in order to prevent radiation to enter the hospital	240m ²

3.2.7 Calheta de S. Miguel Health Center, Santiago

- **Photovoltaic System**

The grid-connected PV system at CMHC has an installed capacity of 20 kWp and interconnection power of 20 kW. The panels will be erected over slab within an area of about 100m² with an angle of 17° supported by anodized aluminum frames and stainless steel 316L, bolts must be also stainless steel.

The reference PV energy output at CMHC is 1579.1 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1992.9 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	4
Replacement of 1*36 W fluorescent luminaires by LED	8
Replacement of 2*36 W fluorescent luminaires by LED	32
Replacement of 9000 BTU/h AC by new efficient Inverter ones	12
Replacement of 12000 BTU/h AC by new efficient Inverter ones	3
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms • WC • Kitchen and cafeteria 	2 8 2
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.8 Achada de S. António Health Center, Santiago

- **Photovoltaic System**

The grid-connected PV system at ASHC has an installed capacity of 25 kWp and interconnection power of 22 kW. The panels will be erected over tiles within an area of about 150m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel. The roof wood beams must be checked and reinforced, if necessary, for support stability. A ladder for access must be provided

The reference PV energy output at CMHC is 1563.1 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1793.6 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	6
Replacement of 1*36 W fluorescent luminaires by LED	15
Replacement of 2*36 W fluorescent luminaires by LED	63
Replacement of 9000 BTU/h AC by new efficient Inverter ones	15
Replacement of 12000 BTU/h AC by new efficient inverter ones	6
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms • WC • Cafeteria 	3 6 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.9 Achada Grande Trás Health Center, Santiago

- **Photovoltaic System**

The grid-connected PV system at AGHC has an installed capacity of 25 kWp and interconnection power of 22 kW. The panels will be erected over tiles within an area of about 150m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel. The roof wood beams must be checked and reinforced, if necessary, for support stability. A ladder for access must be provided

The reference PV energy output at AGHC is 1577.5 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1974.6 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	14
Replacement of 1*36 W fluorescent luminaires by LED	5
Replacement of 2*36 W fluorescent luminaires by LED	73
Replacement of 9000 BTU/h AC by new efficient Inverter ones	11
Replacement of 12000 BTU/h AC by new efficient Inverter ones	4
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms • WC • Cafeteria 	3 6 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.10 Fazenda Health Center, Santiago

- **Photovoltaic System**

The grid-connected PV system at FAHC has an installed capacity of 40 kWp and interconnection power of 35 kW. The panels will be erected over tiles within an area of about 230m² supported by anodized aluminum frames and stainless steel 316L, bolts must be also stainless steel. The roof wood beams must be checked and reinforced, if necessary, for support stability. A ladder for access must be provided

The reference PV energy output at FAHC is 1579.6 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1976.8 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	26
Replacement of 1*36 W fluorescent luminaires by LED	38
Replacement of 2*36 W fluorescent luminaires by LED	45
Replacement of 9000 BTU/h AC by new efficient Inverter ones	25
Replacement of 12000 BTU/h AC by new efficient Inverter ones	8
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms • WC • Cafeteria 	3 8 1
General survey and revision of the electrical installation.	1
The Bidder must supply, erect, commissioning and connect a new main AC Switchboard and provide a new protective earth connections	

3.2.11 Ponta D'Água Health Center, Santiago

- **Photovoltaic System**

The grid-connected PV system at PAHC has an installed capacity of 20 kWp and interconnection power of 18 kW. The panels will be erected over tiles within an area of about 120m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel. The roof wood beams must be checked and reinforced, if necessary, for support stability. A ladder for access must be provided.

The reference PV energy output at PAHC is 1577.5 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1974.8 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	8
Replacement of 1*36 W fluorescent luminaires by LED	25
Replacement of 2*36 W fluorescent luminaires by LED	47
Replacement of 9000 BTU/h AC by new efficient Inverter ones	11
Replacement of 12000 BTU/h AC by new efficient Inverter ones	4
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms • WC • Cafeteria 	3 6 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.12 Tira Chapéu Health Center, Santiago

- **Photovoltaic System**

The grid-connected PV system at TCHC has an installed capacity of 20 kWp and interconnection power of 18 kW. The panels will be erected over tiles within an area of about 120m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel. The roof wood beams must be checked and reinforced, if necessary, for support stability. A ladder for access must be provided.

The reference PV energy output at TCHC is 1578.3 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1975.0 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	8
Replacement of 1*36 W fluorescent luminaires by LED	15
Replacement of 2*36 W fluorescent luminaires by LED	47
Replacement of 9000 BTU/h AC by new efficient Inverter ones	16
Replacement of 12000 BTU/h AC by new efficient Inverter ones	5
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms • WC • Cafeteria 	3 6 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance Outlet repair/replacement	1

3.2.13 National Medicine Warehouse, Santiago

- **Photovoltaic System**

The grid-connected PV system at NMWH has an installed capacity of 20 kWp and interconnection power of 18 kW. The panels will be erected over tiles and horizontal slab within an area of about 100m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at NMWH is 1578.4 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1975,0 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*36 W fluorescent luminaires by LED	18
Replacement of 9000 BTU/h AC by new efficient Inverter ones	1
Replacement of 12000 BTU/h AC by new efficient Inverter ones	2
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Warehouse, • WC • Cafeteria 	7 2 1
General survey and revision of the electrical installation. The Bidder must supply, erect, commissioning and connect a new main AC Switchboard and provide a new protective earth connections	1
To construct a separation inside the main warehouse between the fridge zone and the remaining. Installing two protected louvers of 1m ² each and two exhaust fans	1

3.2.14 Santa Catarina Health Delegacy, Santiago

- **Photovoltaic System**

The grid-connected PV system at SCHED has an installed capacity of 40 kWp and interconnection power of 40 kW. The panels will be erected over top slab within an area of about 200m², with an angle of 17° supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at SCHED is 1663.2 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2148.3 kWh/m²/year.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- Energy efficiency actions

Since the health centre is new, all necessary energy efficiency actions are already in place.

3.2.15 Santa Cruz Health Center, Santiago

- **Photovoltaic System**

The grid-connected PV system at SCHC has an installed capacity of 20 kWp and interconnection power of 20 kW. The panels will be erected over slab within an area of about 110m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at SCHC is 1618.4 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1976.1 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 4*18 W fluorescent luminaires by LED	102
Replacement of 1*36 W fluorescent luminaires by LED	16
Replacement of 2*36 W fluorescent luminaires by LED	45
Replacement of 9000 BTU/h AC by new efficient Inverter ones	18
Replacement of 12000 BTU/h AC by new efficient Inverter ones	4
Replacement of 18000 BTU/h AC by new efficient Inverter ones	2
Replacement of 24000 BTU/h AC by new efficient Inverter ones	2
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms • WC • Kitchen and cafeteria 	3 8 2
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.16 São Domingos Health Center, Santiago

- **Photovoltaic System**

The grid-connected PV system at SDHC has an installed capacity of 15 kWp and interconnection power of 15 kW. The panels will be erected over slab within an area of about 80m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at SDHC is 1705.7 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2108.2 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	12
Replacement of 1*36 W fluorescent luminaires by LED	15
Replacement of 2*36 W fluorescent luminaires by LED	75
Replacement of 9000 BTU/h AC by new efficient Inverter ones	18
Replacement of 12000 BTU/h AC by new efficient Inverter ones	3
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms • WC • kitchen and cafeteria 	3 6 2
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement • new automatic inverter emergency/mains 	1

3.2.17 Orgãos Health Center, Santiago

- **Photovoltaic System**

The grid-connected PV system at ORHC has an installed capacity of 15 kWp and interconnection power of 15 kW. The panels will be erected over slab within an area of about 80m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at ORHC is 1560.7 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1931.9 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Installation of exhaust fans in the:	
• Corridors, waiting rooms,	3
• WC	8
• Kitchen	1
• Cafeteria	1

3.2.18 Picos Health Center, Santiago

- **Photovoltaic System**

The grid-connected PV system at PIHC has an installed capacity of 6 kWp and interconnection power of 5 kW. The panels will be erected over tiles within an area of about 36m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel. The wood beans must be checked and reinforced, if necessary for support stability

The reference PV energy output at PIHC is 1417.5 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1783.9 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	8
Replacement of 2*36 W fluorescent luminaires by LED	22
Replacement of 9000 BTU/h AC by new efficient Inverter ones	4
Replacement of 12000 BTU/h AC by new efficient Inverter ones	1
Installation of exhaust fans in the: <ul style="list-style-type: none"> • corridors, waiting rooms • WC • Cafeteria 	2 4 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement • new main switchboard 	1

3.2.19 Tarrafal Health Center, Santiago

- **Photovoltaic System**

The grid-connected PV system at TAHC has an installed capacity of 20 kWp and interconnection power of 20 kW. The panels will be erected over slab with an angle of 17° within an area of about 100m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at TAHC is 1627.0 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2033.8 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 4*18 W fluorescent luminaires by LED	125
Replacement of 2*18 W fluorescent luminaires by LED	60
Replacement of 1*36 W fluorescent luminaires by LED	8
Replacement of 2*36 W fluorescent luminaires by LED	9
Replacement of 2*58 W fluorescent luminaires by LED	26
Replacement of 9000 BTU/h AC by new efficient Inverter ones	16
Replacement of 12000 BTU/h AC by new efficient Inverter ones	4
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms, • WC, • Kitchen • Cafeteria 	3 8 1 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.20 Paúl Health Center, Santo Antão

- **Photovoltaic System**

The grid-connected PV system at PAHC has an installed capacity of 10 kWp and interconnection power of 10 kW. The panels will be erected over slab with an angle of 17° within an area of about 50m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at PAHC is 1552.9 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1931.3 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	16
Replacement of 2*36 W fluorescent luminaires by LED	34
Replacement of 9000 BTU/h AC by new efficient Inverter ones	5
Replacement of 12000 BTU/h AC by new efficient Inverter ones	3
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms • WC • Kitchen • Cafeteria 	2 6 1 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.21 Porto Novo Health Center, Santo Antão

- **Photovoltaic System**

The grid-connected PV system at PNHC has an installed capacity of 20 kWp and interconnection power of 18 kW. The panels will be erected over tiles within an area of about 120m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel. The wood beams must be checked and reinforced, if necessary, for support stability.

The reference PV energy output at PNHC is 1594.9 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1974.8. kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	16
Replacement of 1*36 W fluorescent luminaires by LED	53
Replacement of 1*58 W fluorescent luminaires by LED	8
Replacement of 9000 BTU/h AC by new efficient Inverter ones	20
Replacement of 12000 BTU/h AC by new efficient Inverter ones	6
Installation of exhaust fans in the: <ul style="list-style-type: none"> • corridors, waiting rooms • WC • Kitchen • Cafeteria 	4 8 1 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.22 Ribeira Grande Health Delegacy, Santo Antão

- **Photovoltaic System**

The grid-connected PV system at RGHD has an installed capacity of 5 kWp and interconnection power of 5 kW. The panels will be erected over slab with an angle of 17° within an area of about 50m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at RGHD is 1397.1 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1737.2 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	16
Replacement of 2*36 W fluorescent luminaires by LED	9
Replacement of 2*58 W fluorescent luminaires by LED	16
Replacement of 9000 BTU/h AC by new efficient Inverter ones	3
Replacement of 12000 BTU/h AC by new efficient Inverter ones	1
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms, • WC • Cafeteria 	4 6 1
General survey and revision of the electrical installation.	1
The Bidder must supply, erect, commissioning and connect a new main AC Switchboard, provide a new protective earth connections and Interconnectthe buildings.	

3.2.23 Ribeira Brava Health Delegacy, S. Nicolau

- **Photovoltaic System**

The grid-connected PV system at RBHD has an installed capacity of 15 kWp and interconnection power of 15 kW. The panels will be erected over slab with an angle of 17° within an area of about 75m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at RGHD is 1556.7 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1933.2 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*36 W fluorescent luminaires by LED	53
Replacement of 12000 BTU/h AC by new efficient Inverter ones	3
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, waiting rooms • WC, • Kitchen • Cafeteria 	4 6 1 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.24 Tarrafal Health Center, S. Nicolau

- **Photovoltaic System**

The grid-connected PV system at TAHC has an installed capacity of 10 kWp and interconnection power of 10 kW. The panels will be erected over slab with an angle of 17° within an area of about 75m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at RGHD is 1794.1 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2228.1 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*36 W fluorescent luminaires by LED	40
Replacement of 12000 BTU/h AC by new efficient Inverter ones	2
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Corridors, Waiting rooms, • WC • kitchen • cafeteria 	2 6 1 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.25 Chã de Alecrim Health Center, S. Vicente

- **Photovoltaic System**

The grid-connected PV system at CAHC has an installed capacity of 5 kWp and interconnection power of 5 kW. The panels will be erected over roof with an angle of 17° within an area of about 30m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at CGHD is 1595.5 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1961.6 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*36 W fluorescent luminaires by LED	16
Replacement of 12000 BTU/h AC by new efficient Inverter ones	1
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Waiting rooms, • WC • Cafeteria 	2 4 1
General survey and revision of the electrical installation. The Bidder must supply, erect, commissioning and connect a new main AC Switchboard and provide a new protective earth connections.	1

3.2.26 Fonte Inês Health Center, S. Vicente

- **Photovoltaic System**

The grid-connected PV system at CAHC has an installed capacity of 5 kWp and interconnection power of 5 kW. The panels will be erected over slab with an angle of 17° within an area of about 25m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at CGHD is 1772.2 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2179.1 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	9
Replacement of 2*36 W fluorescent luminaires by LED	14
Replacement of 12000 BTU/h AC by new efficient Inverter ones	1
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Waiting rooms, • WC • Cafeteria 	2 4 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.27 Ribeira de Craquinha Health Center, S. Vicente

- **Photovoltaic System**

The grid-connected PV system at RCHC has an installed capacity of 5 kWp and interconnection power of 5 kW. The panels will be erected over slab with an angle of 17° within an area of about 25m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at RCHD is 1772.5 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2179.4 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	6
Replacement of 2*36 W fluorescent luminaires by LED	15
Replacement of 12000 BTU/h AC by new efficient Inverter ones	1
Installation of exhaust fans in the: <ul style="list-style-type: none"> • Waiting rooms, • WC • Cafeteria 	2 4 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.28 Mindelo Health Delegacy Health, S. Vicente

- **Photovoltaic System**

The grid-connected PV system at MIHD has an installed capacity of 30 kWp and interconnection power of 30 kW. The panels will be erected over slab with an angle of 17° within an area of about 150m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at MIHD is 1772.7 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2179.8 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 4*18 W fluorescent luminaires by LED	102
Replacement of 2*36 W fluorescent luminaires by LED	36
Replacement of 9000 BTU/h AC by new efficient Inverter ones	6
Replacement of 12000 BTU/h AC by new efficient Inverter ones	38
Replacement of 24000 BTU/h AC by new efficient Inverter ones	3
Installation of exhaust fans in the WC	10
Installation of exhaust fans on the acrylic roof	7
Installation of filter film on the acrylic roof	200m ²
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.29 Ribeirinha Health Center, S. Vicente

- **Photovoltaic System**

The grid-connected PV system at MIHD has an installed capacity of 5 kWp and interconnection power of 5 kW. The panels will be erected over slab with an angle of 17° within an area of about 25m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at MIHD is 1772.6 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2179.6 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	2
Replacement of 2*36 W fluorescent luminaires by LED	19
Replacement of 12000 BTU/h AC by new efficient Inverter ones	1
Installation of exhaust fans in: <ul style="list-style-type: none"> • Waiting rooms, • WC • Cafeteria 	2 4 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement 	1

3.2.30 Regional Medicine Warehouse, S. Vicente

- **Photovoltaic System**

The grid-connected PV system at MIHD has an installed capacity of 10 kWp and interconnection power of 10 kW. The panels will be erected over slab with an angle of 17° within an area of about 50m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at MIHD is 1772.6 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2179.6 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*36 W fluorescent luminaires by LED	24
Replacement of 9000 BTU/h AC by new efficient Inverter ones	5
Installation of exhaust fans in: <ul style="list-style-type: none"> • Corridors • WC • Ceiling 	2 2 1
Install louvers in the walls 0,5m ²	1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement • new general switchboard; 	1

3.2.31 Ribeira de Vinha Ocupacional Center, S. Vicente

- **Photovoltaic System**

The grid-connected PV system at RVOC has an installed capacity of 40 kWp and interconnection power of 36 kW. The panels will be erected over tiles within an area of about 240m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel. The wood beams must be checked and reinforced, if necessary, for support stability. An access ladder must be provided.

The reference PV energy output at RVOC is 1595.3 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 1961.6 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy efficiency actions**

Since the health centre is new, all energy efficiency actions are already in place.

3.2.32 Bela Vista Health Center, S. Vicente

- **Photovoltaic System**

The grid-connected PV system at MIHD has an installed capacity of 10 kWp and interconnection power of 10 kW. The panels will be erected over slab with an angle of 17° within an area of about 50m² supported by anodized aluminum frames and stainless steel 316L, any bolt must be also stainless steel.

The reference PV energy output at MIHD is 1772.6 kWh/kWp/year for a reference in-plane effective radiation (corrected for Incidence Angle Modifier, IAM, and shading) of 2179.6 kWh/m²/year, according to Global Solar Atlas.

The system design must follow a string-inverter architecture and privilege proximity between the solar array and the inverter. The PV system must be protected against overvoltage and overcurrent.

- **Energy Efficiency Actions**

Item	Quantity
Replacement of 2*18 W fluorescent luminaires by LED	5
Replacement of 2*36 W fluorescent luminaires by LED	42
Replacement of 9000 BTU/h AC by new efficient Inverter ones	6
Replacement of 12000 BTU/h AC by new efficient Inverter ones	11
Installation of exhaust fans in: <ul style="list-style-type: none"> • Waiting rooms • WC • Cafeteria 	2 6 1
General survey and revision of the electrical installation, namely: <ul style="list-style-type: none"> • Protective earth measurement and improvement; • Circuit load distribution and phase balance • Outlet repair/replacement new general switchboard	1

3.3. SPECIFICATIONS APPLICABLE TO COMPONENTS

3.3.1. PV Modules

General Requirements

PV modules must comply with the following general requirements:

- All PV modules, on each site should be of the same manufacturer, brand and model;
- PV modules are of monocrystalline technology;
- Have a flash-report, one per module.
- Have a Normal Operating Cell Temperature (NOCT) equal or less than 45°C, with tolerance equal or less than +/- 1%;
- Admit cell operation temperature up to 85°C.

Additionally, PV module manufacturers must have ISO 9000 standard implemented at the supply factory, which must be proved with a manufacturer declaration duly signed and stamped.

Electrical Requirements

PV modules must comply with the following electrical requirements:

- Unit power equal or bigger than 500W.
- Efficiency at STC equal or higher than 20%;
- STC peak power positive tolerance equal or higher than 1%;
- Junction box with minimum IP67 protection with a minimum of 3 bypass diodes;
- Male and female plug with minimum IP67 protection;
- Admit maximum system voltage of 1000 V;
- Admit reverse current equal or higher than 16 A;
-

Mechanical Requirements

PV reference modules have the following mechanical properties:

- Anodized aluminum frame, silver colored;

Conformity to Standards

PV modules must comply with the following standards:

- IEC 61215, “Crystalline silicon terrestrial photovoltaic (PV) Modules - Design qualification and type approval”;
- IEC 61730 (2nd Edition), “Photovoltaic (PV) module safety qualification”.
- IEC 61701 Ed.2 or 2020: Salt mist corrosion testing of photovoltaic (PV) modules;

Conformity to the above standards must be proved with certificate issued by an institute/laboratory accredited by ISO/IEC 17025.

Warranties

The following minimum warranties are requested:

- Product warranty equal or higher than 10 years;
- Peak power linear warranty of 90% at 15 years and 85% at 25 years;

The listed warranties must be proved with manufacturer declarations.

Documentation Requirements

The Bidder must provide the following minimum documentation:

- Product Sheet containing information that allows to confirm conformity with the technical requirements listed above and that additionally includes:
 - Electrical properties (Voc, Isc, Vmpp, Impp, Pmpp);
 - I-V curve information for at least three radiation levels, with 200 W/m² minimum and 1000 W/m² maximum;
- PV module warranty;
- IEC 61215, IEC 61730, IEC 61701 (2nd Edition) conformity certificates;
- Proof of ISO 9000 implementation at the supply manufacturer factory and its scope;
- Declaration by the Bidder as flash-reports will be provided with the supply for each PV module;
- Declaration by the Bidder as the PV modules to be supplied have 4 bus bars.

3.3.2. INVERTERS**Technical Requirements**

Inverters must comply with the following requirements:

- Be of the same manufacturer and brand;
- Are grid inverters for parallel public grid operation;
- Are three phase inverters (230/400 V at 50 Hz) for three phase installations;
- Are single phase inverters (230V at 50 Hz) for single phase installationsAre transformerless;
- Have a maximum efficiency equal or higher than 98% and European efficiency equal or higher than 97,5%;
- Have two maximum power point trackers (MPPT);
- Are able to operate at low radiation levels, with output starting at least at 200 V;
- Admit a solar field voltage of 1000 V;
- Have total harmonic distortion (THD) lower than 2%;
- Have the ability to operate at power factor between 0 and 1, inductive and capacitive;
- Have protection class IP65 or higher;
- Have DC break incorporated;

- Have the ability to detect PV field insulation faults and generate adequate alarms compatible with the Energy Metering and Monitoring System bid;
- Have the function and/or interface compatible with the Energy Metering and Monitoring System bid.

Preference will be given to inverters, which, by construction, are easy to electrically and mechanically disassemble. This characteristic must be proved with equipment specific documentation, as installation manual. The manual page where this characteristic is explicit must be clearly signaled by the Bidder.

Additionally, Inverter manufacturers must have ISO 9000 standard implemented at the supply factory, which must be proved with a manufacturer declaration duly signed and stamped.

Factory Configuration

Inverters must be supply configured according to the following specifications:

- Maximum and minimum voltage equal to +/- 15% of nominal voltage (400 V), respectively;
- Maximum and minimum frequency equal to +/- 15% of nominal frequency (50 Hz), respectively;
- Reconnection time after grid default equal to 10 seconds.

Conformity to Standards

Inverters must comply with the following standards:

- IEC 62109:2010, “Safety of power converters for use in photovoltaic power systems”;
- IEC 62116:2014, “Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures;
- IEC 61727:2004, “Photovoltaic (PV) systems - Characteristics of the utility interface.

The inverter shall conform with advanced features which enable integration of higher RE fractions into the grid, via at least the following recent grid support functions

- *DIN VDE 0126-1-1 (2013) Automatic disconnection device between grid parallel power generating system and the public low voltage grid (for frequency and voltage disconnection limits), and*
- *VDE-AR-N 4105 (2019): Power generating plant in low voltage grid*

or similar such as

- *G83/1-1, EA Engineering Recommendation G83/1-1: Amendment 1-June 2008, Recommendation for the connection of small-scale embedded generators (up to 16 A per phase) in parallel with the public low-voltage distribution networks.*
- *AS 4777.2 (2015): Grid connection of energy systems via inverters – inverter requirements*
- *EN 50438, Requirements for the connection of micro-generators in parallel with public low-voltage distribution networks*

- *UL1741, Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources*
- *IEEE 1547 (2018): Standard for interconnecting distributed resources with electric power systems*

Conformity to the above standards must be proved with certificate issued by an institute/laboratory accredited by ISO/IEC 17025.

Warranties

The minimum product base warranty is 7 years.

The warranties must be proved with manufacturer declarations.

Documentation Requirements

The Bidder must provide the following minimum documentation:

- Product Sheet containing information that allows to confirm conformity with the technical requirements listed above and that additionally includes:
 - Window of DC operation at MPP;
 - Maximum admissible input DC current, per MPPT device;
 - Short-circuit input DC current, per MPPT device;
 - Nominal operation DC voltage at MPP;
 - Maximum output AC current;
 - Type of cooling mechanism;
 - Mechanical characteristics (dimensions and weight)
- Inverter warranty document;
- IEC 62109:2010, IEC 62116:2014 e IEC 61727:2004 conformity documents;
- Proof of ISO 9000 implementation at the supply manufacturer factory and its scope.

3.3.3. SUPPORT STRUCTURES

Support structures are made of aluminum and are:

- Designed for inclined roof mounting in Site#8; 9; 10; 11; 12; 13; 18; 21; 25, 31.
- Designed for flat roof fixed with ballast in Site# 1; 2; 3; 4; 5; 6; 7; 14; 15; 16; 17; 19; 20; 22; 23; 24; 26; 27; 28; 29; 30; 32.

Inclined Roof Mounting

In all Sites where inclined roof mounting structures are required, Bidders must specify the actual mounting method. Bidders are required to provide for product sheets and for structural analysis of the offered solution, complying with Eurocode 1 (EN1991) for a fundamental wind load of 100 km/h.

Flat Roof Mounting

In all Sites where flat roof mounting structures are supplied, Bidders are required to provide for product sheets and for structural analysis of the offered solution, complying with Eurocode 1 (EN1991) for a fundamental wind load of 100 km/h.

Bidders are required to provide sizing and demonstration of adequacy of required ballast, for a fundamental wind load of 100 km/h and for self-weight load.

3.3.4. DC CABLING AND ACCESSORIES

Quantities of DC copper cables and accessories, as identified in the List of Goods, are determined by Bidders following the optional site visit to the project sites.

DC cables, routing and accessories must comply with the following requirements:

- DC cables minimum section is 6 mm². The actual section of DC cables determined by the Bidder is based on the actual length between the solar field and the inverters, conditioned to 6 mm² minimum diameter and to a maximum voltage drop of 1%;
- DC cables are adequate for solar applications, UV resistant;
- Cables in the solar field are bare laid and fixed to the support structure;
- Cable routing between the solar field and the inverter is done in corrugated or PVC duct of adequate diameter and/or in metallic trays of adequate dimensions. Cable routing may have to be buried. The Bidder proposes the routing method subjected to the Purchaser approval;
- Ducts have adequate IP and IK protection depending on the laying method (buried or not).

3.3.5. AC CABLING AND ACCESSORIES

Quantities of AC copper cables and accessories, as identified in the List of Goods, are determined by Bidders following supplied information or optional visit to the project sites.

AC cables, routing and accessories must comply with the following requirements:

- AC cables are of adequate section, minimum 4 mm². The section of AC cables is proposed by the Bidder, based on the actual length between the inverter and the PSB-AC; between the PSB-AC and GSB-AC and between the GSB-AC and the GLVB, conditioned to a maximum voltage drop of 1%;
- Cable routing on the PV system AC-side is done in corrugated or PVC duct of adequate diameter and/or in metallic trays of adequate dimensions. The Bidder proposes the routing method subjected to Purchaser approval;
- Ducts have adequate IP and IK protection depending on the laying method (buried or aerial).
- Metallic trays, if used, must be of hot dip galvanized steel or stainless steel, properly grounded.

3.3.6. ELECTRICAL BOARDS

AC Boards

All AC electrical boards, including Partial Solar AC Boards (PSB-AC), General Solar AC Boards (GSB-AC) and GLVB at EPHD, FAHC, NMHHC, PIHC, RGHD must comply with the following requirements:

- Fiberglass (PRFV) frames with insulated interior Class 2 protection (without protection wire);
- Regular door with IP 41 protection;
- Door with tight junction with IP 54 e IK 10 protection;
- Modular-type devices with minimum short-circuit current of 6kA;
- Minimum modular reserve capacity of 20%.

All boards are constructed according to IEC 60439 and IEC 61439 standards.

DC Boards

All DC electrical boards (PSB-DC) must comply with the following requirements:

- Fiberglass (PRFV) frames with insulated interior Class 2 protection (without protection wire);
- Regular door with IP 41 protection;
- Door with tight junction with IP 54 e IK 08 protection;
- Overvoltage protection devices must be Class 2 protection in accordance with EN61-643-11 standard.

All boards are constructed according to IEC 60439 and IEC 61439 standards.

3.3.7. ENERGY METERING AND MONITORING SYSTEM

Technical Requirements

The Energy Metering and Monitoring System has the following objectives:

- Real time measurement, acquisition and storage, locally and at a restricted access website, the PV system operation variables without additional costs, such as annual use fees of web portals;
- Allow for derivation of the energy balance of the PV system in operation;
- Generate alarms of PV system malfunction, total or partial;
- Generate alarms of electrical defects, in particular of insulation faults of the solar field;

The minimum operation variables to be measured, acquired and stored daily, in minimum 1-hour time steps, are:

- Incident in-plane radiation;
- Ambient temperature;
- Solar field temperature;

- PV system total solar electricity production and production per inverter;
- In each inverter, solar electricity production per MPPT device;
- Total PV system DC voltage and per inverter;
- In each inverter, DC voltage per MPPT device;
- Total PV system DC current and per inverter;
- In each inverter, DC current per MPPT device;
- PV system AC voltage, total and per phase;
- AC voltage per inverter and per phase;
- Self-consumed solar electricity;
- Exported solar electricity;
- Electricity imported from the public grid.

The Energy Metering and Monitoring System must allow for multiple communication means, namely LAN, WLAN, GSM/3G/4G. The Bidder must determine the adequate communication means during the optional site visit and provide for the equipment and/or necessary accessories for proper operation of the Energy Metering and Monitoring System.

3.3.8. AIR CONDITIONING

The supplied and erected air conditioning devices must be split and inverter type, with the classification A+++ according to EU classification. The power supply is 230V, 50Hz., noise level at 1 m from the indoor unit should be less than 26dbA, command by infrared. The electrical consumption should be equal or less than:

Power (BTU)	Consumption (W)
9000	600
12000	700
18000	1500
24000	2100

3.3.9. LUMINAIRES

The substitution of low efficiency lamps/luminaires by LED ones should follow the criteria:

- Power supply 230V, 50Hz
- Emitted lumens must be higher than with the previous lamp situation.
- Light temperature 4000°K.
- Efficiency classification according to EU “A+” or better.

4.10	Feature	Requirement
4.10.1	Input	230V, 50 Hz
4.10.2	Luminous efficiency	>100 lumen/watt for complete luminaire >120 lumen/watt for LED/driver pair

4.10	Feature	Requirement
4.10.3	Color temperature	4000-5000 K (daylight)
4.10.4	Light output	Internal luminaire : 900 lumen T8 tube light External luminaire: 900 lumens
4.10.5	Power factor	Better than 95%
4.10.6	Format	Internal luminaire: T8, non-dimmable, separate standard tube, no driver, no diffuser, no reflector. 9W nominal. External luminaire: LED bulkhead. 9 W nominal.
4.10.7	Protection	Insect resistant- zero ingress. Class 1 conformal coating of electronics to IEC 861086-3-1. External luminaires: IP54, UV resistant, in addition.
4.10.8	Operating Temperature	Ambient temperature: 0°C to 50°C
4.10.9	Lifetime and lumen depreciation	Lifetime of > 25,000 hours at 25°C. Lumen maintenance: per IES-LM-80 and IES-TM-21: > 95% nominal at 100 hours, > 70% nominal at 25,000 hours.
4.10.10	Certifications	LED lumen output: IES-LM-80-08. LED lifetime and lumen maintenance: IES TM-21-11. Luminaire performance: IES-LM-79-08. Safety: IEC 61347-2-13
4.10.12	Warranty Requirements	Minimum 2 years
4.10.13	Documentation to be provided	Refer Chapter 7: Technical Bid Forms 1.9

3.3.10. EXHAUST FANS

- The exhaust fans at the roof of Santa Maria Health Center (Sal), Mindelo Delegacy (S. Vicente), National (Praia) and Regional (Mindelo) Medicine Warehouses will be as follows:

Installation	Eolic Type	Electric driven
STMC (Sal)	6	1
MIHD (S. Vicente)	6	1
NMHC (Santiago)	6	1
RMHC (S. Vicente)	1	-

- The Eolic type fans must have a max flow equal or bigger than 5000m³/h.
- The electric fans must have a flow equal or bigger than 15000m³/h, with thermostat, and a noise level of less than 57 dBA, power supply 400/230 V, 50 Hz.
- WC exhaust fans

- The WC exhaust fans must be:
- Switched on/off together with the WC lamp
 - Flow equal or bigger than 80m³/h
 - 100mm diameter
 - Noise level less than 30 dBA.
 - Power supply 400/230V, 50 Hz (monophase)
- Corridor/waiting rooms exhaust fans
The corridor and waiting room exhaust fans must be:
 - Thermostat controlled with double speed
 - Diameter of 300 mm
 - Max flow equal or bigger than 8000m³/h
 - Noise level less than 57 dBA at top speed
 - Power supply 400/230V, 50 Hz.
 - Kitchen
Kitchen exhaust fans will have:
 - Diameter of 300mm
 - Flow equal or bigger than 2400m³/h
 - Noise level lower than 59 dbA
 - Power supply 400/230V
 - Cafeteria
Cafeteria exhaust fans will have:
 - Thermostat controlled
 - Diameter of 300mm
 - Flow equal or bigger than 2400m³/h
 - Noise level lower than 57 dbA
 - Power supply 400/230V.

3.4. SPECIFICATIONS APPLICABLE TO SERVICES

3.41. ENGINEERING OF THE PHOTOVOLTAIC SYSTEMS

Engineering of the photovoltaic systems bid must be provided, in particular:

- Project brief justifying the design options and demonstrating compliance with the requirements of the bid;
- Proof of PV system performance by detailed simulation using internationally recognized simulation tools (PVSyst or PVSOL). In-plane simulated radiation must stay within +/- 1% of reference value provided in Chapter 3 of Section VII. Use of other simulation tools must be approved by Purchaser prior to submission of bid;
- General and detailed drawings. The reference drawings included in the bid are the minimum set to be provided per lot.

3.4.2. INSTALLATION AND INTERCONNECTION OF THE PHOTOVOLTAIC SYSTEMS

The installation of the solar field includes the following works:

- Mechanical and electrical mounting of photovoltaic modules;
- Solar field ground connection;
- Labelling of the solar field;

The installation of inverters includes the following works:

- Mechanical mounting of the inverters (fixation to wall);
- Electrical connection of the solar field to the inverter;
- Electrical connection of the PSB-DC, PSB-AC and GSB-AC;
- Interconnection to the GLVB.

The installation works of the PV system must comply with the following requirements:

- Respect the instructions of the PV modules manufacturer, in particular those relative to the ground connection;
- Respect the electrical connections of modules provided in drawings, or otherwise agreed upon acceptance of system architecture proposed by the Bidder;
- The positive solar field cable is red;
- The negative solar field cable is black;
- After completion of mounting and while connecting to inverters, the strings are labelled according to the nomenclature provided in drawings.
- The inverter location is proposed by the Bidder upon site visit, conditioned to providing the adequate environment for operation. In particular, direct radiation on inverters must be avoided, as well as hot environments;
- The location of the PSB-AC must be such that the distance to the inverter is less than 2 m;
- Respect the connection of strings to the MPPT devices provided in drawings;
- Respect the instructions of the inverter manufacturer;
- After completion of mounting, the inverters are labelled according to the nomenclature provided in drawings.
- The inverters serial number must be registered and included in the definite folder of the PV system, as detailed in Section 5
- The substitution of the GLVB at EPHD, FAHC, NMHHC, PIHC, RGHD must do the maximum possible use of the existing board components, including but not limited to, the commutation devices for the existing diesel generators. The Bidder must be aware that GLVB installation works may have to be conducted during low use hours, be it in the night period or weekend. This installation must be closely coordinated with the health center management and maintenance team.

The installation works of the Energy Metering and Monitoring System must comply with the following requirements:

- Respect the instructions of the system manufacturer;
- The ambient temperature probe is located in shadow, away from direct radiation; and away from heat sources;
- The solar field temperature probe is located in one field-center PV module and on its back;
- The data measurement, acquisition and storage equipment must be compatible with the provided inverters;
- The communication equipment is compatible with the telecom operators in Cabo Verde.

The installation work shall be in compliance with the following environmental and social requirements:

-
- Work must be performed in accordance with occupational health and safety (OHS) regulations. The OHS Plan shall be consistent with and comply with the legal requirements and generally accepted standards for occupational health and safety; therefore considering the healthcare facility site assessments carried out, the safety measures should be adapted to each particular case.
- The management of environmental and social risks must be mitigated through the implementation of specific Contractor Environmental and Social Management Plans (C-ESMP), complying with the environmental and social standards of the World Bank.

These Environmental and Social Instrument (i.e., OHS Plan and C-ESMP) must be in place by the Contractor and approved by the Employer before installation of solar panels begins.

Provisory acceptance of the PV system installations follows the test procedures laid down in Chapter 5 of Section VII and result in issuance of the Provisional Certificate, if conformity to tests is verified.

Issuance of the Definite Certificate occurs one year after commissioning conditioned to:

- conforming to the tests specified in Chapter 5.2 of Section VII, which must be repeated;
- conforming to the simulated year energy output such that the performance ratio (PR), calculated by dividing the year energy output by the in-plane radiation (without reflection and not corrected for incidence angle), is equal or higher to 95% of simulated value. The energy output and in-plane radiation values are delivered by the monitoring system.

3.4. Earthing

Safety is paramount, so appropriate earthing and protection is essential and should be according to section 24 of the Technical Rules for Low Voltage Electrical Installations, applied in Cabo Verde and must comply with the following standards:

- IEC 60446 “Identification of conductors by colors and numbers”;
- IEC 60364-4-41 “Protection to ensure the safety”;
- IEC 60364-5-54 “Selection and installation of equipment”;

Meet the specific requirements of *Part D: Solar Farm Connection Requirements, section D.3.9 MV Earthing*. restated:

The solar site earthing shall ensure the safety of all personnel and equipment under all normal and abnormal operating conditions and all fault conditions.

General earthing shall be according to the Utility Regulatory Authority (URA) Installation Standards and IEC standards as listed in *D: Solar Farm Connection Requirements, section D.8. Standards*, and shall include the following:

- PV Module to structure frame;
- PV arrays;
- Array structures
- DC electrical system;
- PCU earthing;
- LV distribution side earthing as necessary
- Transformers and Neutral points;

- Fencing;
- Platforms and handrails and
- Buildings/enclosures.

Particular attention shall be given to:

- Achieving low-resistance connections that are resistant to degradation at all locations where grounding conductors or rods are bonded together
- Achieving the best possible contact with earth
- Verifications through tests that all electrical bonding within the grounding system has been properly affected

The design calculations shall include any area of the PV array exposed to step, touch and transfer potentials induced by earth potential rise, low frequency induction as well as electromagnetic and electric fields for the installation.

3.4. Signage and documentation

Safety is paramount, so appropriate signages located in sufficient locations is essential.

- All labelling and signage must be in English and Portuguese. All notices, labels or signs shall be durable and not removable except by determined and deliberate action. The inscriptions shall be legible and indelible. All custom signage to be ABS plastic silk-screened quality, indelible and easily noticeable.
- Where possible, standard approved symbolic safety signage is to be used.

- All DB labels to be professional quality signage.

Technical labelling

- The Contractor shall procure cabling and wiring materials, such as name tags, stickers, destination signs, board, stakes etc., to indicate destinations of wiring and cabling for future maintenance. The materials shall be insulated on wires and cables near the terminals and in every manhole if necessary.



Signage conventions



All signage to be to conventions of from *ISO 3864-2: 2004: Graphical symbols –safety colors and safety signs*. Refer to examples below

Shape	Meaning	Color	Examples
 Circle with diagonal bar	Prohibition	RED (contrast: white)	No smoking
 Circle	Mandatory Action	BLUE (contrast: white)	Wear Eye protection
 Equilateral Triangle	Warning	YELLOW (contrast: black)	Danger Flammable material
 Square / Rectangle	Information about safe condition	GREEN (contrast: white)	Escape Route – Left
 Square / Rectangle	Fire Safety	RED (contrast: white)	Fire Extinguisher

Suggested signage

In addition to the standard electrical labels required in terms of British DTI standards regarding electrical installations, the following signs are required:

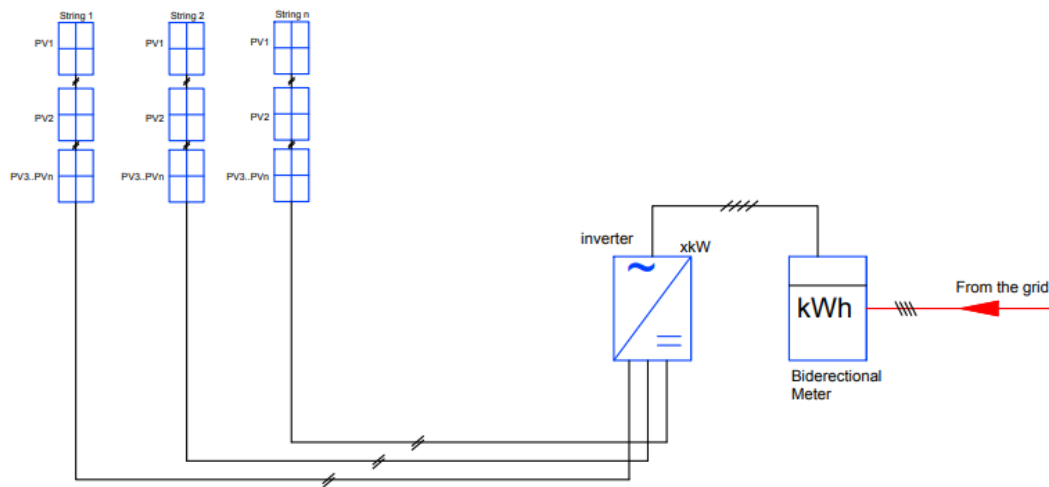
Locations	Sign number	Example sign
<ul style="list-style-type: none"> • Main DB • Main display 	<p>1</p>	<div style="border: 2px solid black; padding: 10px; text-align: center;"> <p>SOLAR ARRAY LOCATED:</p> <p>Open circuit voltage: _____ V_{DC}</p> <p>Short circuit current: _____ DC amps</p> <p>System DC power: _____ kWp</p> <p>System AC Voltage: _____ V_{AC} 3</p> </div>
<ul style="list-style-type: none"> • FENAKA transformer • Transformer LV breaker cubicle • Main DB • Inverter DB 	<p>2</p>	<div style="border: 2px solid black; padding: 10px;"> <div style="display: flex; align-items: center; justify-content: space-around;">   <div style="background-color: red; color: white; padding: 5px; text-align: center;"> Isolate <u>BOTH</u> mains and <u>SOLAR</u> supplies before working on this equipment </div> </div> <div style="margin-top: 10px;"> <p>WARNING ISOLATE SOLAR</p> <p>Dual supply at _____</p> <p> Isolate mains supply</p> <p> at _____</p> </div> </div>

Locations	Sign number	Example sign
<ul style="list-style-type: none"> • Main DB 	3	<div style="border: 2px solid black; padding: 10px;"> <p>SHUTDOWN PROCEDURE: TURN OFF PV array isolator TURN OFF inverter AC main isolator DO NOT OPEN DC plug and socket connectors or PV string isolator under</p> </div>
<ul style="list-style-type: none"> • Inverter DB • Main DB • Transformer LV breaker cubicle 	4	<div style="border: 2px solid black; padding: 10px;">  <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <p>PV SYSTEM – MAIN AC ISOLATOR</p> </div> </div>
<ul style="list-style-type: none"> • PV Array Combiner • PV Inverter 	6	<div style="border: 2px solid black; padding: 10px;">  <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <div style="background-color: red; color: white; padding: 2px 10px; display: inline-block; margin-bottom: 5px;">DANGER</div> <p>CONTAINS LIVE PARTS DURING DAYLIGHT</p> </div> </div>

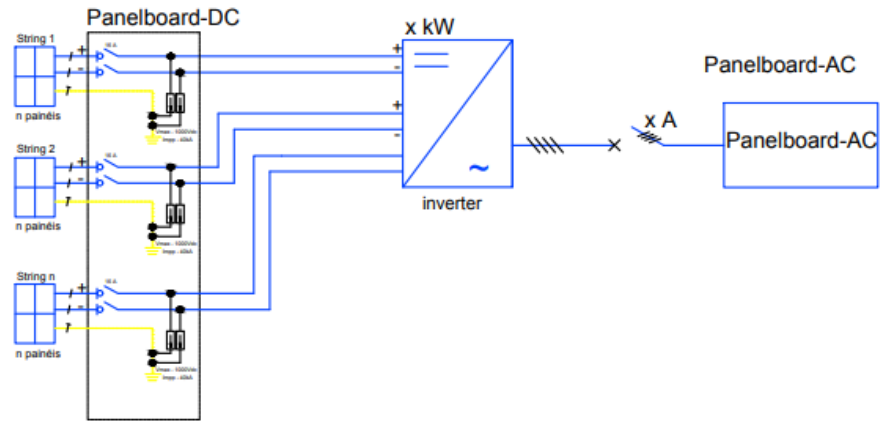
4. Drawings

This bidding document includes the following indicative drawings.

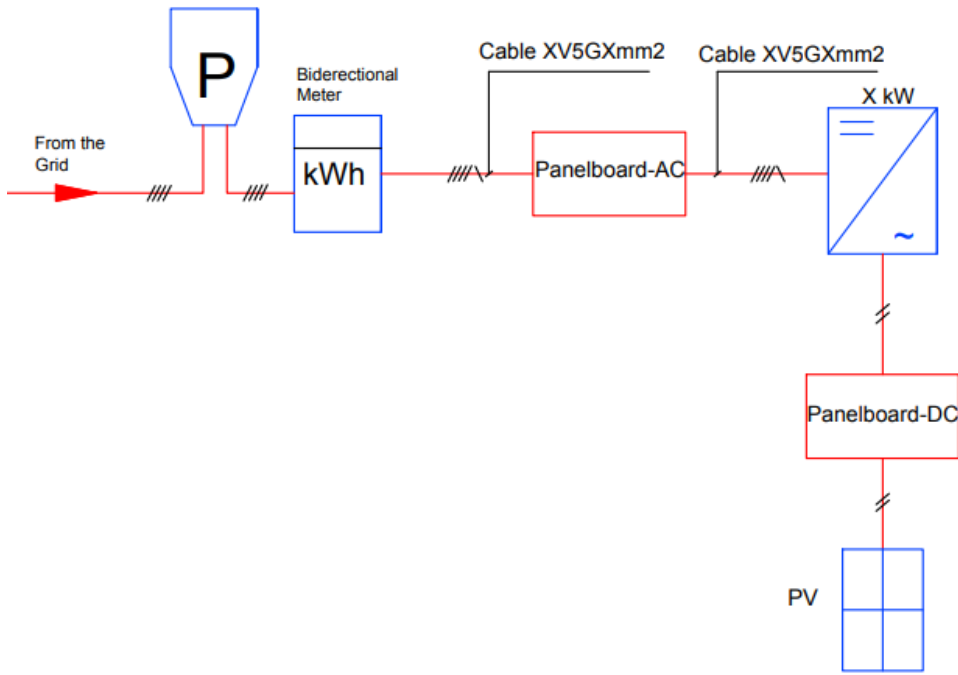
PV system



DC Panelboard Scheme



Single-Line Diagram



5 Personnel

The Bidder must submit a list of key personnel to demonstrate that it will have a suitable qualified Personnel with specific capabilities in rooftop PV installation and other suitable qualified (and in adequate numbers) key personnel, as described below.

<u>No</u>	<u>Position</u>	<u>Qualification</u>	<u>Total Works Experience (years)</u>
<u>1</u>	Project Manager / Team Leader	Electrical engineer	10 years experience, at least 6 on photovoltaic
<u>2</u>	Field Engineer	Electrical engineer	5 years experience on photovoltaic installation
<u>3</u>	Electrician level 1	1 electrician	6 years experience on photovoltaic installation
<u>4</u>	Electrician level 2	Electrician	2 years experience on photovoltaic installation
<u>5</u>	Civil engineer	Engineer	6 years experience
<u>6</u>	Occupational, Health, Safety and Environmental Specialist	OHSE Expert	4 years experience

6. Inspections and Tests

Acceptance of the PV system installations follows the procedures laid down in IEC 62446-1:2016 in all that is applicable.

The Contracted Bidder must provide the PV system definitive folder containing:

- Final drawings of the installation based on the reference drawings and including any other drawing found relevant by the Contracted Bidder, or otherwise agreed. At EPHD, FAHC, NMHHC, PIHC, RGHD, provision of the GLVB drawings is mandatory;
- Photovoltaic modules reception report (see 5.1);
- Technical sheets of the provided equipment and materials;
- Operation and Installation manuals of the provided equipment;
- The inspection and tests report (see 6.2).

6.1 PROCEDURE FOR RECEPTION OF PV MODULES

Reception and visual inspection of PV modules is mandatory prior to installation works, namely in what concerns:

- Scratches, cuts or other defects in the module frame and glass;
- Excessive or irregular glue marks, both in module interior and exterior;
- Debris in the module interior;
- Defects in the internal electrical circuit of the module, in particular in the soldered joints;
- Quality of the module specs label. A smear test with alcohol for 15 s is to be performed and the label integrity afterwards must be maintained;
- Cell de-coloration;
- Internal module connection with 4 bus bars.

6.2 INPECTION AND TESTS

Before conducting the inspection and tests below, the solar field is washed, respecting the following requirements:

- Washing takes place either in early morning or late afternoon, avoiding heat hours;
- Washing makes use of soft fabrics that impose no scratches in the module glass;
- Water only is used, with no addition of commercial detergents. Photovoltaic specific cleaning products may however be used.

The measurement equipment and associated methods are selected in compliance with the relevant parts of standards IEC 61557 and IEC 61010 and are responsibility of the Contracted Bidder.

Category 1 procedures of IEC 62446-1:2016 are adopted. Tests are sequential and will respect the order below. AC-side tests precede DC-side tests.

6.2.1 AC-Side Tests

AC-side tests are done in accordance with IEC 60364-6.

6.2.2 DC-Side Tests

The following sequential tests are considered:

- DC#1: Earth continuity of the grounding conductors. Described in IEC 60364-6 section 6.1;
- DC#2: Polarity test. Described in IEC 60364-6 section 6.2;
- DC#3: Strings open circuit voltage test. Described in IEC 60364-6 section 6.4;
- DC#4: Strings operational voltage test. Described in IEC 60364-6 section 6.5;
- DC#5: Functional tests. Described in IEC 60364-6 section 6.6;
- DC#6: DC circuits isolation resistance tests. Described in IEC 60364-6 section 6.7.
The contracted bidder decides whether method A or B is used.

The contracted bidder may opt to measure the I-V curves of the strings. In this case, this procedure substitutes DC#3 and DC#4 tests. In this case, IEC 60364-6 section 7.2 procedures are followed.

6.2.3 Verification Report

After inspection and tests, a report is delivered by the contracted bidder, including:

- A brief description of the PV system;
- List of the inspected and tested circuits;
- Registry of inspection;
- Registry of the tests results.

The report must be signed by the contracted bidder's person that is responsible for the tests. The report follows, in what is applicable, the templates of Annexes A, B and C of IEC 60364-6.

The system performance shall follow:

- IEC TS 61724-2: Photovoltaic system performance – Part 2: Capacity evaluation method.
- IEC TS 61724-3: Photovoltaic system performance – Part 3: Energy evaluation method.

7. Technical Bid Submission Forms

7.1 Technical Form 1: Component information

Bidders are required to use the following Technical Bid Submission Forms for the equipment below:

- PV modules
- Supporting structures
- PV grid tie inverters:
- Luminaires
- Air conditioners
- Extraction fans
- Remote monitoring system

Tech form 1.1: Solar PV Module				
Technical description	Specification offered by Bidder			Remarks
Manufacture and model				
Panel type, cell size				
Total Wp and tolerance				
Panel voltage and number of cells				
Junction box and IP protection				
Cable Connector type				
Module dimensions (mm x mm x mm)				
Thickness of glass (mm)				
Performance guaranty (years and % of STC power)				
Supporting documentation				
Product brochure				
Component compliance accreditation	IEC 61215	IEC 61730	IEC 61701	
IEC Standard Certificate for component from Certification Body (Cert number, date, expiry)				
ISO 17025 Laboratory – Laboratory Accreditation (Name and CB number)				
ISO 17025 Laboratory – Certificate to conduct the specific tests and standards				

Test results from ISO 17025 Laboratory (incl Y/N)			
Authorisation to bid			
Manufacturer's Authorisation - to bid			
Manufacturer's Warranty Certificate			
Tech form 1.2: Supporting Structures			
Technical description	Specification offered by Bidder	Remarks	
Material			
Profil dimensions			
Bolt material			
Bolt Dimensions			
Concrete class			
Concrete dimensions			
Max wind speed withstand			
Standards and Norms			
Tech form 1.3: Luminaires			
<u>Technical description</u>	<u>Specification offered by Bidder</u>	<u>Remarks</u>	
Manufacture and model			
Input			
Luminous efficiency			
Colour temperature			
Light output			
Power factor			
Format			
Protection			
Operating Temperature			
Lifetime and lumen depreciation			
Certifications			
Warranty Requirements			

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Tech form 1.4: Fans

<u>Technical description</u>	<u>Specification offered by Bidder</u>	<u>Remarks</u>
<u>Manufacture and model</u>		
<u>Output diameter</u>		
<u>Input</u>		
<u>Speed</u>		
<u>Noise level</u>		
<u>Air Flow</u>		
<u>Operating temperature</u>		
<u>Warranty</u>		
<u>Standards and Norms</u>		

Tech form 1.5: Solar PV Inverter

Technical description	Specification offered by Bidder			Remarks
Manufacture and model				1
Rated capacity (kW, voltage, phases)				2
PV (kWp, voltage, qty inputs)				3
Max number in parallel: (qty, kW)				4
Communications interface (RS485 /Canbus / other)				5
Protections:				6
Warranty term				7
Supporting documentation				8
Product Brochure				9
Component compliance accreditation	IEC 62109 (safety)	DIN VDE 12601 or equiv	Noise / emissions	10
IEC Standard Certificate for component from Certification Body (Cert number, date, expiry)				
ISO 17025 Laboratory – Laboratory Accreditation (Name and CB number)				

ISO 17025 Laboratory – Certificate to conduct the specific tests and standards			
Test results from ISO 17025 Laboratory (incl Y/N)			
Authorisation to bid			11
Manufacturer's Authorisation - to bid			
Manufacturer's Warranty Certificate			
ISO9001 Manufacturer - Declaration of Compliance			
ISO9001 Manufacturer Certificate			

Tech form 1.6: Air Conditioning

<u>Technical description</u>	<u>Specification offered by Bidder</u>	<u>Remarks</u>
<u>Manufacture and Model</u>		
<u>Input</u>		
<u>Consumption</u>		
<u>Cooling capacity</u>		
<u>Type</u>		
<u>Air Flow</u>		

Tech form 1.8: Remote Monitoring Software and Dashboards

Technical description	Specification offered by Bidder			Remarks
Manufacture and model				1
Years of proven operation (years)				2
Years of proven backward compatibility of versions (years)				3
Web-link to web-portal with demonstration of the features				4
Warranty term				5
Compatible via API with 3 rd party data-platforms: (Odyssey TM , Edison TM , AMMP TM or INENSUS-Micro-Power-Manager TM)				6
Supporting documentation				7
Product Brochure				
Component compliance accreditation	NA	NA	NA	
IEC Standard Certificate for component from Certification Body (Cert number, date, expiry)				

ISO 17025 Laboratory – Laboratory Accreditation (Name and CB number)				
ISO 17025 Laboratory – Certificate to conduct the specific tests and standards				
Authorisation to bid				
Manufacturer’s Authorisation - to bid				
Manufacturer’s Warranty Certificate				
ISO9001 Manufacturer - Declaration of Compliance				
ISO9001 Manufacturer Certificate				

7.2 Technical Form 2: SLD and drawings

Bidders shall submit with the bid the following Drawings:

- SLD for each PV system type
- PV system description, preliminary design of each PV plant along with the single-line diagrams (showing PV modules, DC cabling, array junction boxes, inverters, DB’s and LV switchgear, AC cabling, (weather station if relevant), communications links, up to LV outgoer of PV plant).
- Array structure proposal in draft confirming compliance with required minimum height, orientation and tilt requirements for all systems, as well as PV carrying capacity, and Declaration of 100% Compliance with requirements for foundation locations, tilt adjustment,
- Helioscope layout for each site
- Helioscope/PV syst simulation for each stie

7.3 Technical Form 3: BoQ

The Bidder shall complete the BoQ for each system 1-32.

- a) For each site provide a bill of quantities in a format similar to that provided below. (structure of “items” and “descriptions” may be changed to fit bid), as outlined in the Scope of Work and Technical Specifications).
- b) Bidders shall provide BoQ information and unit prices for each component for each site. This table will be used for ensuring completeness of the systems. If any component is found missing, unit price presented in this table may be used for making adjustments to the **price schedules in , Section IV**. After contact award, if *variation orders or change orders* are required due to adjust component or system quantities on site (either plus or minus), then the unit/system prices supplied in the BoQ shall be used.

For details refer to BoQ ,below and Annex 1

BoQ Page 5 of 6

			23		24		25		26		27		28		29		30		31		32		
Use Separate Bill of Quantities for each Site			SITE #23		SITE #24		SITE #25		SITE #26		SITE #27		SITE #28		SITE #29		SITE #30		SITE #31		SITE #32		
			Ribeira Brava Health Delegacy		Tarrafal Health Center		Chã de Alecrim Health Center		Fonte Inês Health Center		Ribeira de Craquinha Health Center		Mindelo Health Delegacy		Ribeirinha Health Center		Regional Medicine Warehouse		Ribeira de Vinha Therapy Center		Bela Vista Health Center		
LOT number: _____			Qty	USD	Qty	USD	Qty	USD	Qty	USD	Qty	USD	Qty	USD	Qty	USD	Qty	USD	Qty	USD	Qty	USD	
Item	Description	Units																					
			Total kWp																				
Array	PV modules	xx Wp module (V) (bidder to enter Wp & qty)	Ea																				
	PV array mounting super-structure	Roof mount structure per 1kWp (complete over slab)	Ea	15	10	-	5	5	30	5	10	-	10	-	40	-	10						
		Roof mount structure per 1kWp (complete over tiled tiles)	Ea	-	-	5	-	-	-	-	-	40	-										
		Module mounting security frames	Ea	15	10	5	5	5	30	5	10	40	10										
	DC cabling and accessories	Module earthing clamps per 1 kWp	Set	15	10	5	5	5	30	5	10	40	10										
		Array DC Quick connectors	Ea																				
		PV1 Cable Red	m	60	20	20	20	20	80	20	50	90	30										
		PV1 cable Black	m	60	20	20	20	20	80	20	50	90	30										
		Ground wire	m	130	110	50	50	50	120	50	50	150	50										
		Ground wire connector	Ea	2	2	2	2	2	2	2	2	2	2										
Corrugated tube cable duct		m	35	35	15	15	15	35	15	25	40	15											
Metallic cable tray and mounting accessories	m	25	15	10	10	10	15	10	25	20	10												
Inverter	PV inverter	Total 3 phase kW	kW	15	10	0	5	5	30	5	10												
		Size 1: only (bidder to enter kW of each and qty)	Ea																				
		Size 2: only (bidder to enter kW of each and qty)	Ea																				
		Size 3: only (bidder to enter kW of each and qty)	Ea																				
		Total 1 phase kW: (bidder to enter kW of each and qty)	kW			5																	
AC cabling and accessories	AC cabling	from inverter to AC Partial Solar Board (PSB-AC) if existing	m	30	10	10	10	10	30	10	50	30	10										
		from AC Partial Solar Board (PSB-AC) or Inverter to AC General Solar Board (GSB-AC)	m	30	10	10	10	10	30	10	50	30	10										
		from AC General Solar Board (GSB-AC) to GLVB	m	110	50	30	30	30	120	30	50	120	30										
	Accessories	Corrugated tube cable duct	m	30	20	15	15	15	35	15	50	20	15										
		Metallic cable tray and mounting accessories	m	15	10	10	10	10	25	10	50	10	10										
	Protection of PV system interconnection at GLVB	Ea	1	1	1	1	1	1	1	1	1	1											
Electrical boards	DC Solar Board	SB-DC	Ea	1	1	1	1	1	1	1	1	1											
	AC partial solar board	PSB-AC	Ea	1	1	1	1	1	1	1	1	1											
	AC General Solar Board	GSB-AC	Ea	1	1	1	1	1	1	1	1	1											
	Lightning protection (AC and DC)	AC Surge arrestors (class 2 1PH + N)	Ea																				
		AC Surge arrestors (class 1&2 1PH + N)	Ea																				
AC Surge arrestors (class 2 3PH + N)		Ea																					
AC Surge arrestors (class 1&2 3PH + N)		Ea																					
Monitoring	Data logger and HMI	System and display	Ea	1	1	1	1	1	1	1	1	1											
		Transducers	Ea	1	1	1	1	1	1	1	1	1	1										
		Cabling and conduit	Ea	1	1	1	1	1	1	1	1	1	1										
		Communications module	Ea	1	1	1	1	1	1	1	1	1	1										
		Remote monitoring software incl license	Ea	1	1	1	1	1	1	1	1	1	1										

FORM 4.1 Solar PV System BoQ

8. Environmental and Social Code of Conduct for Contractors Personnel

The Supplier, Contractors and Sub-contractors shall be bound by the Code of Practice.

8.1. Purpose of the Environmental and Social Code of Practice

This Environmental and Social Code of Practice provides guidelines to follow during the supply and installation of the Solar PV system and energy efficiency equipment on the health facilities under the *Renewable Energy and Improved Utility Performance Project (REIUP)*. These guidelines are intended to avoid environmental and social problems whenever possible or to mitigate those problems if they cannot be avoided.

8.2. Compliance to Legal Requirements

The successful Bidder (Contractor) shall ensure compliance with all the applicable Environmental Protection and Management Law of Cabo Verde and other laws and regulations of the Government of Cabo Verde and World Bank's Environmental and Social Standards (ESSs).

8.3. Site environmental procedures

In addition to complying with the requirements of the Environment and Social Commitment Plan (ESCP), the Contractor shall be required to comply with the following specific environmental management procedures prepared for the REIUP:

- Stakeholder Engagement Plan (SEP).
- Environment and Social Commitment Plan (ESCP).
- Environmental and Social Management Framework (ESMF).
- Environmental and Social management Plan prepared by UGPE (ESMP)
- Labor Management Plan (LMP).
- Resettlement Policy Framework (RPF).

8.4. Environmental clearances

Considering that in each health care facility the capacity to be installed corresponds to the microgeneration of energy, as per national law, the Contractor(s) does not need to submit a request for an Environmental Permit to the Nacional Directorare for Environmental (DNA acronym in Portuguese) before commencement of work.

For project subcomponent *1.b: Resilient and Efficient Electricity Services to Public Health Facilities*, of the Project “Renewable Energy and Improved Utility Performance Project”, an Environmental and Social Management Plan (ESMP) is being developed, which details the measures to be taken during the implementation and operation of the subproject for Installation of solar panels and more efficient electrical equipment in the 32 health facilities in the country. This plan will be made available to

the winning contractor to allow the elaboration of the Contractor's Environmental and Social management Plan. This would be included in the Inception Report.

8.5. Stakeholder Consultation and Disclosure

- 8.5.1. The Contractor and/or responsible authority should consult with and provide adequate and timely information to people affected by the project, including men and women
- 8.5.2. Affected people include people benefiting from the project as well as people adversely affected by any project activities.
- 8.5.3. The Contractor (s) shall define a program for stakeholder engagement, including public information disclosure and consultation, throughout a comprehensive list of extended stakeholders, identify their interest, communicate with these stakeholders and include a mechanism by which stakeholders can raise concerns, provide feedback, or make complaints about the project and its related activities.

These consultation and disclosures shall seek:

- 8.5.4. To identify the roles and responsibility of all stakeholders and ensure their participation in the project
- 8.5.5. Assess the level of stakeholder interest and support for the project and to enable stakeholders' views to be considered
- 8.5.6. Ensure that appropriate project information on environmental and social risks and impacts is disclosed to stakeholders in a timely, understandable, accessible and appropriate manner and format with special consideration for the disadvantaged or vulnerable groups.
- 8.5.7. To devise a plan of action that clearly identifies the means and frequency of engagement of each stakeholder
- 8.5.8. To allocate budgetary and other resources in the project design, project implementation, and Monitoring and Evaluation (M&E) for stakeholder engagement and participation.

8.6. Language

- 8.6.1. The Contractor(s) shall conduct all consultations and disclosure in portuguese language, or local dialect clearly and easily understood by the project stakeholders affected people.
- 8.6.2. Make sure all information regarding the project is presented in a transparent, honest, factual and easy to comprehend format; includinh what their role is, and how it may affect them.
- 8.6.3. Communicate with stakeholders in the manner that works best for them (email, online platforms, social media, phone, or in-person group meetings)
- 8.6.4. Provide feedback to stakeholders on how their interests and issues are addressed and resolved
- 8.6.5. Keep a careful record of all aspects of stakeholder communications that occur over time, includes meetings, phone calls, emails, and commitments made)

8.7 ENVIRONMENT, SOCIAL, HEALTH AND SAFETY MANAGEMENT STRATEGIES AND IMPLEMENTATION PLANS

8.7.1 General Requirements

The Contractor shall take all precautions for safeguarding the environment during the construction of works. S/He shall abide by all rules, regulations and laws in force governing pollution and environmental protection that are applicable to the area where the works are situated as per Environment and Social Management Plan (ESMP).

8.8 ESMP Implementation Arrangements:

- 8.8.1 The Contractor has the responsibility of establishing and maintaining contact with UGPE and keeping them informed of installation activities likely to affect local environmental and social conditions. This may include regular and frequent reporting and attendance at meetings at the request of UGPE.
- 8.8.2. The Contractor will be contractually required to comply with the requirements as specified in the Code of Conduct and Contractor's ESMP.
- 8.8.3. The Contractor will be responsible for adherence to Code of Conduct and implementation of the Contractor's ESMP, including workplace safety, and will ensure adequate resources throughout the project implementation period
- 8.8.4. The contractor will appoint an Environment, Health and Safety (EHS) qualified person having qualification and experience as indicated in the bid document who will primary be responsible for compliance of workers EHS aspects at camp as well as work site.
- 8.8.5. S/He will also be responsible for implementation of EHS measures for different kind of allied project activities like material transportation, vehicular movement and etc.
- 8.8.6. Summary of EHS compliance and monitoring report shall also be included with "Monthly compliance and monitoring report on ESHS implementation" submitted by contractors to the UGPE.

8.9 Materials Management (including Hazardous Substances)

- 8.9.1. The Contractor shall not practice any illegal mining of sand, stone, timber etc. and water extraction (unless permitted) from nearby locations
- 8.9.2. Source all raw materials (sand, stone, timber etc.) from authentic and approved vendors, possessing valid permits/receipts etc. Relevant supporting documents should be presented for scrutiny on request.
- 8.9.3. Ensure safe and covered stockpiling of the construction materials in separate place or a corner in the premises of building. Stockpiled materials should be covered to control dust emissions.
- 8.9.4. Ensure that fuel storage at site is minimum and re-fuelling is arranged at nearby pumps.
- 8.9.5. Train the relevant construction personnel in handling of fuels and spill control procedures provide appropriate fire-fighting equipment adjacent to the storage area;

- 8.9.6. Provide protective clothing, safety boots, helmets, masks, gloves, goggles, to the construction personnel, appropriate to materials in use.

8.10. MANAGEMENT OF CONSTRUCTION & DEMOLITION, ELECTRONIC AND HAZARDOUS WASTE

8.10.1 Storage of Wastes

The Contractor shall:

- 8.10.1.1 Ensure construction site and surrounds follow good housekeeping practices. No wastes shall be allowed to spill around and cause disturbances or environmental risks.
- 8.10.1.2 E-waste items should be separated and kept in appropriate well marked containers.
- 8.10.1.3. The storage area should have impermeable surfaces and a sealed drainage system. This will ensure that no liquid will run off the pavement and all liquids entering the system are collected in a sealed sump.
- 8.10.1.4. Containers should be clearly labelled to identify their contents and must be secure from liquids and rainwater seepage.
- 8.10.1.5. Batteries should be handled and stored with a clear knowledge of their potential fire risk

8.10.2 Disposal of wastes

The Contractor shall:

- 8.10.2.1. Shall provide adequate caution/signboard warning people of its potential danger
- 8.10.2.2. Disposal of wastes shall be in an environmentally acceptable way, as per applicable rules governing the environmental protect and management laws of Cabo Verde, and World Bank applicable rules and safety guidelines
- 8.10.2.3. Contractor shall ensure waste are deposited in the facility/ collection area/ dumping area suggested by the DNA).
- 8.10.2.4. Prohibit burning of solid waste, and train and instruct all personnel in waste management practices and procedures
- 8.10.2.5 Entrust the site ESS Specialist with the responsibility to take stock of waste situation every day.
- 8.10.2.6. Contractor shall keep a record of the amounts and categories of waste which UGPE may access upon request or during inspection of e-waste handling facilities.
- 8.10.2.7. Burying E-waste is strictly prohibited as contaminants may easily leach into the soil and pollute both soil and groundwater resources, contractor shall strictly adhere to this.

8.10.3 Workers Health and Safety

The Contractor shall

- 8.10.3.1 provide first aid facility round the clock. Maintain stock of medicines in the facility and appoint designated first-aid;

- 8.10.3.2 Provide training to all its workers in basic sanitation and health care issues and safety matters, and on the specific hazards of their work.
- 8.10.3.3 Provide HIV awareness programming, including sexually transmitted infections (STI) and HIV information, education and communication for all workers on regular basis;
- 8.10.3.4 Arrange mechanisms to replace damaged PPEs on time;The Contractor should comply with all regulations regarding safe scaffolding, ladders, working platforms, gangway, stairwells, excavations, trenches and safe means of entry etc.
- 8.10.3.5 Provide the workers with a safe and healthy work environment, taking into account inherent risks in its particular construction activity and specific classes of hazards in the work areas; Safety procedures include provision of information, training and protective clothing to workers involved in hazardous operations and proper performance of their job;
- 8.10.3.6 Appoint an environment, health and safety manager to look after the health and safety of the workers;

8.10.4 Construction Activities

The Contractor shall

- 8.10.4.1 Notify healthcare center and adjacent landholders prior any typical noise events outside of daylight hours;
- 8.10.4.2 Educate the operators of construction equipment on potential noise problems and the techniques to minimize noise emissions;
- 8.10.4.3 Employ best available work practices on-site to minimize occupational noise levels.
- 8.10.4.4 Install temporary noise control barriers where appropriate.
- 8.10.4.5 Notify affected people if major noisy activities will be undertaken, e.g. pile driving; plan activities on site and deliveries to and from site to minimize impact;
- 8.10.4.6 Monitor and analyse noise and vibration results and adjust construction practices as required;
- 8.10.4.7 Avoid undertaking the noisiest activities, where possible, when working at night near the healthcare or residential areas.

8.10.5 Protection of Flora and Fuana (Vegetation Clearance)

The Contractor shall

- 8.10.5.1. Avoid the removal of trees to the extent possible. If unavoidable, it should be done only after the permissions from concerned departments.
- 8.10.5.2. Make selective and careful pruning of trees where possible to reduce need of tree removal,
- 8.10.5.3. Provide adequate knowledge to the workers regarding nature protection and the need to avoid felling trees during construction.
- 8.10.5.4. Check the site for animals trapped in, or in danger from site works and use a qualified person to relocate the animal

8.10.6 Cultural and Religious Issues

The Contractor shall

- 8.10.6.1. Communicate to the public, and hospital staff through consultation, regarding the scope and schedule of construction, as well as certain construction activities causing disruptions or access restriction;
- 8.10.6.2. Stop construction works that produce noise shall there be any religious/ educational institutions close to the construction sites and users make objections.
- 8.10.6.3. Monitor and be responsible for the behaviours of construction workers especially migrant workers towards the hospital staff and occupants and take actions to stop their services
- 8.10.6.4. Establish a mechanism that allows local people to raise grievances (directly and indirectly) arising from the construction process;

8.10.7 Grievance Mechanism for Project Workers

- 10.10.7.1. The Contractor shall develop and implement a specific GRM for their staff in line with the LMP, SEP and ESMF of the project to address worker grievances, and this shall be approved by UGPE.

8.10.8 Handling of SGBV AND SEA RISKS

The Contractor shall develop and present in own ESMP measures for properly handling SEA/SH allegations, which should be outlined in the Accountability and Response Framework. This shall include:

- 8.10.8.1. Develop and implement measures and actions to access and manage the risks of SEA/SGBV and SH that may arise during project implementation
- 8.10.8.2. Create awareness raising strategy, which describes how workers and local communities will be sensitized to SEA/SH risks, and the worker's responsibilities under the CoC;
- 8.10.8.3. Provide information to employees and the community on how to report cases of SEA/SH, in violation of the CoC, to the GM
- 8.10.8.4. Provide information on how GM process for notifying the contractor of allegations and, GBV service providers to which GBV survivors, including SEA/SH survivors, will be referred, and the services which will be available.
- 8.10.8.5. Provide information on how allegations will be handled, in what timeframe, and the range of possible disciplinary actions for violation of the CoC by workers, taking account of due process.
- 10.10.8.6. Provide Procedures to report SEA/SH allegations internally for case accountability
- 8.10.8.7. Provide referral pathway to refer survivors to appropriate support services; and
- 8.10.8.8. Provide procedures that clearly lay out confidentiality requirements for dealing with cases.

8.11. BID SUBMISSION

The Bidders should include the following documents in the technical submission:

- I. **BIDDING COMPANY’ ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN** Bidding Companies’ Environmental and Social Management Plan should include an identification of expected Environmental, Health and safety hazards, and mitigation measures that will be adopted to ensure that the projects are completed without accidents, and with minimum negative impact on the environment and community.

- II. **CODE OF CONDUCT FOR CONTRACTOR’S PERSONNEL:** The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the *Code of Conduct form* provided in Section Iv-Bidding Forms. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to consider specific Contract issues/risks.

PART 3 - Contract

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

1. Definitions

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

- (a) **“Bank”** means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) **“Contract”** means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) **“Contract Documents”** means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) **“Contract Price”** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) **“Day”** means calendar day.
- (f) **“Completion”** means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) **“GCC”** means the General Conditions of Contract.
- (h) **“Goods”** means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) **“Purchaser’s Country”** is the country specified in the **Special Conditions of Contract (SCC)**.
- (j) **“Purchaser”** means the entity purchasing the Goods and Related Services, as **specified in the SCC**.
- (k) **“Related Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) **“SCC”** means the Special Conditions of Contract.
- (m) **“Subcontractor”** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any

part of the Related Services is subcontracted by the Supplier.

- (n) **“Supplier”** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) **“The Project Site,”** where applicable, means the place named in the **SCC**.

2. Contract Documents

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

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Appendix 1 to the GCC.

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

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

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

6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- 9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect

of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.

10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

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

11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

12. Scope of Supply

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

13. Delivery and Documents

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

**14. Supplier's
Responsibilities**

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;
 - (b) underground, underwater, working at heights or in confined spaces;
 - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
 - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
 - (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.

14.9 The Supplier shall comply with additional obligations as **specified in the SCC.**

15. Contract Price

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

16. Terms of Payment

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

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

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

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

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

17. Taxes and Duties

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

17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the

Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

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

19. Copyright

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

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the

Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

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

24. Insurance

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

25. Transportation and Incidental Services

- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and

standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

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

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

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

- 31. Change in Laws and Regulations** 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure** 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract Amendments** 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or

- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to

those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

36. Assignment

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

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the

Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX 1

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

APPENDIX 2

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors*

[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Supplier:

Signature: _____

Date signed _____ day of _____, _____

Section IX - Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's Country is: Republic of Cabo Verde
GCC 1.1(j)	The Purchaser is: Unidade de Gestão de Projetos Especiais – UGPE - MFFE Avenida Amilcar Cabral, Ex. Edifício do BCV, 4º Andar CP nº 145, Plateau, City Praia Country: Republic of Cabo Verde

GCC 1.1(o)	<p>The Project Sites/Final Destinations are:</p> <p>SITE #1: Sal Rei Health Center – Sal Rei, Boa Vista Island Republic of Cabo Verde</p> <p>SITE #2: Mosteiros Health Center, Mosteiros, Fogo Island Republic of Cabo Verde</p> <p>SITE #3: S. Filipe Health Delegacy, S. Filipe, Fogo Island Republic of Cabo Verde</p> <p>SITE #4: Porto Inglês Health Center, Porto Inglês. Maio Island Republic of Cabo Verde</p> <p>SITE #5: Espargos Health Delegacy, Espargos, Sal Island Republic of Cabo Verde</p> <p>SITE #6: Santa Maria Health Center, Santa Maria, Sal Island Republic of Cabo Verde</p> <p>SITE # 7: Calheta de S. Miguel Health Center, Calheta de S. Miguel, Santiago Island Republic of Cabo Verde</p> <p>SITE # 8: Achada de S. António Health Center, Praia, Santiago Island Republic of Cabo Verde</p> <p>SITE # 9: Achada Grande Trás Health Center, Praia, Santiago Island Republic of Cabo Verde</p> <p>SITE # 10: Fazenda Health Center, Praia, Santiago Island Republic of Cabo Verde</p> <p>SITE # 11: Ponta d’Água Health Center, Praia, Santiago Island Republic of Cabo Verde</p> <p>SITE # 12: Tira Chapéu Health Center, Praia, Santiago Island Republic of Cabo Verde</p> <p>SITE # 13: National Medicine Warehouse, Praia, Santiago Island Republic of Cabo Verde</p> <p>SITE # 14: Santa Catarina Health Delegacy, Assomada, Santiago Island Republic of Cabo Verde</p> <p>SITE # 15: Santa Cruz Health Center, Pedra Badejo, Santiago Island</p>
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<p>Republic of Cabo Verde</p> <p>SITE # 16: São Domingos Health Center, São Domingos, Santiago Island Republic of Cabo Verde</p> <p>SITE # 17: Orgãos Health Center, Orgãos, Santiago Island Republic of Cabo Verde</p> <p>SITE # 18: Picos Health Center, Picos, Santiago Island Republic of Cabo Verde</p> <p>SITE # 19: Tarrafal Health Center, Chão Bom, Santiago Island Republic of Cabo Verde</p> <p>SITE # 20: Paúl Health Center, Paúl, Santo Antão Island Republic of Cabo Verde</p> <p>SITE # 21: Porto Novo Health Center, Porto Novo, Santo Antão Island Republic of Cabo Verde</p> <p>SITE # 22: Ribeira Grande Health Delegacy, Ribeira Grande, Santo Antão Island Republic of Cabo Verde</p> <p>SITE # 23: Ribeira Brava Health Delegacy, Ribeira Brava, S. Nicolau Island Republic of Cabo Verde</p> <p>SITE # 24: Tarrafal Health Center, Tarrafal, S. Nicolau Island Republic of Cabo Verde</p> <p>SITE # 25: Chã de Alecrim Health Center, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>SITE # 26: Fonte Inês Health Center, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>SITE # 27: Ribeira de Craquinha Health Center, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>SITE# 28: Mindelo Health Delegacy, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>SITE # 29: Ribeirinha Health Center, Mindelo, S. Vicente Island Republic of Cabo Verde</p>

	<p>SITE # 30: Regional Medicine Warehouse, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>SITE # 31: Ribeira de Vinha Ocupacional Center, Mindelo, S. Vicente Island Republic of Cabo Verde</p> <p>SITE # 32: Bela Vista Health Center, Mindelo, S. Vicente Island Republic of Cabo Verde</p>
GCC 1.1 (p)	<p>The term SEA/SH where used in the Contract has the following meaning:</p> <ul style="list-style-type: none"> • “Sexual Exploitation and Abuse” “(SEA)” means the following: <p>Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.</p> <p>Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</p> • “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor’s personnel with other contractor’s, subcontractors’ or employer’s personnel.
GCC 4.2 (a)	<p>The meaning of the trade terms shall be as prescribed by Incoterms.</p> <p>If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: Not Applicable</p>
GCC 4.2 (b)	The version edition of Incoterms shall be 2020
GCC 5.1	The language shall be: English

GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Cabo Verde Renewable Energy and Improved Utility Performance (NIF 513202196)</p> <p>Attention: Nuno Gomes Street Address: Avenida Amilcar Cabral, Ex. Edifício do BCV, 4º Andar CP nº 145, Plateau, City: Praia - República de Cabo Verde ZIP Code: 145 Country: Republic of Cabo Verde Telephone: (+238) 261 7584 / 261 6198</p> <p>Electronic mail address: nuno.gomes@mf.gov.cv/Daniel.Santos@mf.gov.cv</p>
GCC 9.1	The governing law shall be the law of: Republic of Cabo Verde
GCC 10.2	<p>(a) Contract with foreign Supplier:</p> <p>GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p>(b) Contracts with Supplier national of the Purchaser's country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.</p>
GCC 13.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are: Commercial invoice negotiable bill of lading, an airway bill, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping and Certificate of Origins.</p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>

GCC 14.9	<p>GCC 14.9.1 The Supplier shall have a code of conduct, and provide appropriate sensitization, for the Supplier’s personnel carrying out installation, that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:</p> <ul style="list-style-type: none"> (i) any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Supplier’s or Purchaser’s personnel; (ii) any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; (iii) any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and (iv) any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage. <p>GCC 14.9.2 The Purchaser may require the Supplier to remove (or cause to be removed), from the site or other places where the installation is being executed, a Supplier’s personnel that undertakes behaviors that are not consistent with the code of conduct stated in GCC 14.9.1. Notwithstanding any requirement from the Purchaser to replace any such person, the Supplier shall immediately remove (or cause to be removed) any such person, from the site or other places where the installation is being executed. In either case, the Supplier shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>
GCC 16.1	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p>

Payment of foreign currency portion shall be made in *[insert currency of the Contract Price]* in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding document or another form acceptable to the Purchaser.
- (ii) **On Shipment:** Eighty (70) percent of the Contract Price of the Goods shipped shall be paid within thirty (30) days, by direct payment through wire transfer , upon submission of documents specified in GCC Clause 13.
- (iii) **On Acceptance:** Ten (20) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in _____ *[currency]* within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

Payment for Goods and Services supplied from within the Purchaser's Country:

Payment for Goods and Services supplied from within the Purchaser's Country shall be made in _____ *[currency]*, as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding document or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Eighty (70) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.
- (iii) **On Acceptance:** The remaining ten (20) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 60 days.</p> <p>The interest rate that shall be applied is Central Bank Discount Rate+2 points</p>
GCC 18.1	<p>A Performance Security shall be require.</p> <p>The amount of Performance Security shall be: 10% of the Contract Price</p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of: a Demand Bank Guarantee</p> <p>The Performance security shall be denominated in the currencies of payment of the Contract, in accordance with their portions of the Contract Price</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place.</p> <p>The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations.</p>
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be: Renewable Energy and Improved Utility Performance Project - Supply, Installation and Commissioning of Grid-Connected Photovoltaic Systems for self-consumption of the Health Center of Cabo Verde, and equipment for energy efficiency</p>
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms.</p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p>
GCC 25.2	<p>Incidental services to be provided are: Please refer to the Section VII-Schedule of Requirements</p>
GCC 26.1	<p>The inspections and tests shall be: The inspections and tests shall be of the installed and commissioned PV systems in accordance with IEC 60364-6</p>

GCC 26.2	The Inspections and tests shall be conducted at project sites specified in GCC 1.1(o) .
GCC 27.1	The liquidated damage shall be: 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery.
GCC 27.1	The maximum amount of liquidated damages shall be: 10% of the contract amount
GCC 28.3	<p>The period of validity of the Warranty shall be:</p> <ul style="list-style-type: none"> - PV panels: 10 years product warranty; linear peak power warranty of 90% after 15 years and 85% after 25 years - Inverters: 7 years base product warranty - 2 years product warranty, and a 10 year service time for all other components and equipment specified in Section VII and in the List of Goods <p>For purposes of the Warranty, the place(s) of final destination(s) shall be the Project sites specified in GCC 1.1(o):</p>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 45 days .
GCC 33.4	If the value engineering proposal is approved by the Purchaser the amount to be paid to the Supplier appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price. N/A

Attachment: Price Adjustment Formula - Non Applicable

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
 P_0 = Contract Price (base price).
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
 b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.
 L_0, L_1 = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
 M_0, M_1 = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Bidder shall indicate the source of the indices, and the source of exchange rate (if applicable) and the base date indices in its Bid.

The coefficients a, b, and c as specified by the Purchaser are as follows:

$a = [insert\ value\ of\ coefficient]$

$b = [insert\ value\ of\ coefficient]$

$c = [insert\ value\ of\ coefficient]$

Base date = thirty (30) days prior to the deadline for submission of the Bids.

Date of adjustment = $[insert\ number\ of\ weeks]$ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is

entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Base date,
and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price P_0 on the Date of Adjustment.

- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section X - Contract Forms

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Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)\[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005\]](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)” [<http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework>] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Purchaser]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]”

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

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

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

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

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

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

[use letterhead paper of the Purchaser]

[date]

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

Subject: *Notification of Award Contract No.*

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

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

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

THIS AGREEMENT made

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

BETWEEN

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

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

The Purchaser and the Supplier agree as follows:

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

- (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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

Performance Security

Option 1: (Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *_ [Insert date of issue]*

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

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

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

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

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

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

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

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate*

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

[signature(s)]

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

paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Option 2: Performance Bond [Not applicable]

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

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

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

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

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

Any suit under this Bond must be instituted not later than twenty-eight (28) days following the date of completion of the Supplier’s performance of its obligations under the Contract, including any warranty obligations.

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

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

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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