**GEF Project (ID 5331)**

**OPEN BIDDING DOCUMENTS**

**Open Call for Tender No. :001/ECREEE**

**For**

**SUPPLY AND INSTALLATION OF EQUIPMENT FOR THE REHABILITATION OF THE BAMBADINCA MINI-GRID POWER PLANT IN GUINEA-BISSAU**

**Funding:** Global Environment Facility (GEF) & United Nations Industrial Development Organization (UNIDO)

Contracting Authority: **KYA-ENERGY GROUP**

 

**Invitation to Tender (ITT)**

**ECREEE**

**Open Tender Notice N°:001/ECREEE- GB**

**Supply and installation of equipment for the rehabilitation of the Bambadinca mini-grid power plant in Guinea-Bissau**

1. Background and objectives:

The GEF project (ID 5331) "Promotion of Investments in Small and Medium Capacity Renewable Energy Technologies in the Power Sector in Guinea-Bissau" is executed by the United Nations Industrial Development Organization (UNIDO) in close partnership with the Ministry of National Resources and Energy of Guinea-Bissau, the ECOWAS Center for Renewable Energy and Energy Efficiency (CEREEC) and the Small Islands Organization for Sustainable Energy and Resilience (SIDS DOCK).

One of the components of this project is related to innovative medium-sized photovoltaic mini-grids, hybrids for rural electrification and productive uses, including the Bambadinca mini-grid (312 kWp) in Guinea-Bissau, which is the subject of this Request for Proposal for its rehabilitation.

1. Within the framework of the implementation of this project for the rehabilitation of the Bambadinca mini power plant (312 kWp) in Guinea-Bissau, a delegated project management agreement has been signed between KYA-Energy Group and the ECOWAS Centre for Renewable Energy and Energy Efficiency (ECREE).
2. To this end, KYA-Energy Group, together with the ECOWAS Centre for Renewable Energy and Energy Efficiency (ECREEE), hereby invites all interested operators to submit their bids in a sealed envelope for the supply of equipment and refurbishment of the Bambadinca mini power plant in Guinea-Bissau.
3. The procurement will be conducted by Open Tender, in accordance with the internal procedures of ECREEE.

 The tender dossier can be obtained at the following address from May 30, 2022 at:, <http://www.ecreee.org/fr/procurements>

1. Interested applicants may obtain clarifications from KYA-Energy Group and review the tender documents at the following address KYA-Energy Group, 08 BP 81101 AGOENYIVE, LOGOPE Tel: +228 70 45 34 81 /91 50 21 49, LOME-TOGO, E-mail: info@kya-energy.com, Copy: yves.lawson@kya-energy.com, maxime.sehou@kya-energy.com.

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**PART 1: Tendering Procedures**

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| Section I: Instructions to Bidders (ITB) |
|  | Background |
| 1. **Purpose of the Contract**
 | * 1. The Employer (KYA-Energy Group), as indicated in the Bid Data Sheet (BDS), is issuing these Bidding Documents for the performance of the work specified in Section VI, Technical Specifications and Drawings. The name, identification number, and number of lots to be covered by the Invitation for Bids (IFB) are included in the IFB.
 |
| **2. Origin of funds** | 2.1 The Borrower or the Beneficiary (Government of Guinea Bissau), has applied for and obtained financing of US$ 86,284.60 (hereinafter referred to as "the funds") from the ECOWAS Center for Renewable Energy and Energy Efficiency (ECREEE) to finance the project described in the ToR. The Borrower intends to use the available funds for the rehabilitation of the Bambadinca mini power plant. |
| **3. Eligible candidates** | 3.1 A Bidder may be a natural or legal person, a public entity or any combination thereof with a formal intent to enter into an agreement or having entered into a Grouping, Consortium or Association Agreement (GECA). In the case of a grouping, consortium or association: (a) Unless otherwise specified in the DPAOs, all member parties shall be jointly and severally liable. (b) The GECA shall appoint an Agent with authority to represent all members validly during the bidding process, and in the event of award of the Contract to such GECA, during the performance of the Contract.3.2 A Bidder, and all parties constituting the Bidder, may have the nationality of any country in accordance with the rules and procedures for procurement of goods and works and as defined in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a given country if it is a national of that country or is incorporated, founded and registered in that country, and operating in accordance with the laws of that country. This same criterion shall apply to the determination of the nationality of subcontractors and suppliers for any part of the Contract, including related services. |
| **4. Exclusion from the procurement process/disqualification of bidders** | 4.1- The following bidders are prohibited from any procurement opportunity with the institutions:  (a) Any bidder who is insolvent, in receivership, bankrupt or whose business activities have been suspended;  b) Any bidder, whether an individual or a legal entity, who has been found guilty of violating any provision of the ECOWAS Procurement Code;  c) Any individual or entity whose directors or officers have been convicted of a criminal offense or violation of the tax laws of the country of origin, unless they have been pardoned;  d) Any tenderer excluded from participation in any procurement procedure, following a decision by the Sanctions Committee, on the grounds that its contract has been terminated as a result of default or negligence in the performance of a contract previously awarded to it by the Community institutions;  (e) any tenderer who has been excluded from participation in any procurement procedure following a decision by the Sanctions Committee, or by any other national, foreign or international organization of the same nature, on the grounds of misrepresentation of its qualifications for the award of public contracts  f) Any bidder blacklisted and/or banned from participating in public procurement by an international organization or any other foreign institution. g) Any public enterprise that does not have financial or legal autonomy and/or is not subject to commercial law; (h) Any bidder in which any member of the procuring entity has a financial or personal interest. 4.2 As part of ECOWAS' efforts to build human and financial capacity, foreign companies that are not willing to enter into joint venture agreements with those of member states are not allowed to participate in a bidding process for which the financing is entirely provided by Community funds.4.3- The above provisions also apply to natural or legal persons acting as subcontractors for the prime contractor. |
| 1. **Disqualification of bidders**
 | 5.1- The procuring entity is required to reject any bid, proposal or quotation if it is found that the bidder has engaged, directly or indirectly, in fraudulent practices as defined in Article 117 of the ECOWAS Procurement Code 'Fraud and Corruption'. 5.2- The reasons for rejection are recorded in the procedure file and the bidder is duly informed. The latter may appeal against this decision in accordance with the provisions of Article 89 of this Code. |
| 1. **Eligible Related Goods and Services**
 | * 1. All supplies of goods and related services covered by this contract and financed by ECOWAS shall originate from an eligible country as defined in the ECOWAS Rules and Procedures for Procurement of Goods and Works and defined in Section V, Eligible Countries.
 |
|  | 6.2- For the purposes of this clause, the term "Goods" means any object of any kind or characteristic, including but not limited to * Raw materials, products, equipment and commodities,
* Other physical objects of any kind and characteristic, whether solid, liquid or gaseous,
* Electricity,
* Installation, transportation, maintenance or similar obligations related to the supply of goods if the value thereof does not exceed the value of the goods themselves;
 |
|  | * 1. The term "country of origin" means the country where the goods are extracted, grown, produced, manufactured or processed; or the country where a process of manufacture, transformation or assembly of important and integrated components results in a marketable article whose basic characteristics are substantially different from those of its imported components.
 |
|  | * 1. The nationality of the company that produces, assembles, distributes or sells the supplies does not determine their origin.
 |
|  | Contents of the Bidding Documents |
| **7. Sections of the Bidding Documents** | * 1. The Bidding Documents consist of Parts 1, 2 and 3, which include all Sections listed below. They shall be interpreted in the light of any addenda issued in accordance with ITB Article 8.
 |
|  | PART 1: Bidding Procedures Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Evaluation and Qualification Criteria Section IV. Bidding Forms Section V. Eligible CountriesPART 2: Work Specification Section VI. Technical Specifications and DrawingsPART 3: Contract and Forms Section VII. General Conditions of Contract (GCC) Section VIII. Special Conditions of Contract (SCC) |
| **\*** |  7.2- The Bidder must obtain the Bidding Documents from the source indicated by the Employer in the Invitation for Bids; otherwise, the Employer will not be responsible for the integrity of the Bidding Documents. 7.3- The Bidder shall review all instructions, forms, conditions and specifications contained in the bidding documents. It is the Bidder's responsibility to provide all information and documents requested in the bidding documents. Any failure to do so may result in the rejection of the Bidder's bid. |
| **8. Clarification of the tender documents, site visit and preparatory meeting** | * 1. Any prospective Bidder seeking clarification of the documents must contact KYA-Energy Group will respond in writing to any requests for clarification received no later than one week prior to the bid submission date. KYA-Energy Group will send a copy of its response (indicating the question asked but without mentioning the author) to all potential applicants who have obtained the Bidding Documents in accordance with ITB 7.2.
 |
|  | * 1. The Bidder is advised to visit and inspect the site of the work and its surroundings and to obtain by itself, and under its own responsibility, all the additional information that may be necessary for the preparation of the bid and the signing of a contract for the execution of the facility. Costs associated with the site visit shall be the sole responsibility of the Bidder.
	2. The Bidder is requested to submit any questions in writing, so that they reach the Employer at least fifteen (15) calendar days before the bid submission date.
 |
| **9. Changes to the Bidding Documents** | 9.1 The Employer may, at any time prior to the deadline for submission of bids, amend the bidding documents by issuing an addendum. 9.2 Any published addendum will be considered an integral part of the bidding documents and will be communicated in writing to all those who have obtained the bidding documents from the Employer in accordance with ITB Article 7.2.  |
|  | C. Preparation of offers |
| **10. Submission fees** | 10.1 The Bidder shall bear all costs associated with the preparation of its bid, and the Employer shall not be responsible or liable in any way for such costs, regardless of the conduct and outcome of the bidding process. |
| **11. Language and currency** | 11.1 All written documents, published and provided to or produced by bidders, of the revised Treaty shall be in at least one of the working languages of ECOWAS.. 11.2- Invitations to Tender/Calls for Expressions of Interest shall be published: - For national tenders in one of the working languages of the Community; - For national and international invitations to tender, in the three working languages of the Community;11.3- Tender dossiers / requests for proposals are published - For national tenders in one (1) of the working languages of the Community; - For regional and international tenders, in at least two working languages of the Community; 11.4- Responses to invitations to tender shall be written in one of the three languages of the Community. 11.5- Contracts to be signed shall be drawn up in the language of the offer/proposal. 11.6- Tender documents shall specify that the tenderer/consultant may indicate the price of its tender in the currency of any Member State of the Community and/or in any convertible currency. The bidder/consultant wishing to submit a bid/proposal shall denominated in several currencies, including convertible currencies, may do so, it being understood that the number of currencies is a maximum of three. 11.7- For the purpose of evaluation, bids/proposals shall be compared on the basis of the official ECOWAS exchange rate. |
| **12. Documents making up the offer** | 12.1 The bid shall include the following documents:a) The Bid Letter b) Schedules, including Price Schedules, prepared using the forms in Section IV, Bid Forms, duly completed  |
|  | 1. In the case of a bid submitted by a GECA, the bid must include either a copy of the GECA agreement, or a letter of intent to form the GECA with the draft agreement, signed by all members, identifying the parts of the equipment to be performed by each member; and
2. any other documents stipulated in the DPAO.
 |
| **13. Bid Form, Price Schedule and Bill of Materials** | * + 1. 13.1 The Bidder shall submit its bid by completing the Bid Form provided in Section IV, Bid Forms, without making any changes to its format, and no other format will be accepted. All sections must be completed to provide the information requested.
 |
| **14. Variants** | * 1. Unless otherwise specified in the RFP, alternatives will not be considered. When alternative bids are allowed, the method used for their evaluation will be indicated in Section III, Evaluation and Qualification Criteria.
	2. Where variable time frames are allowed, the SPDs shall specify such time frames, and shall indicate the method used for evaluating different time frames proposed by Bidders.
 |
| **15. Supply and payment currencies** | * 1. Bids shall be made in the currency (or currencies) as specified in the RFP. Payments under the Contract shall be made in the same manner.
 |
| **16. Documents attesting to the qualifications of the bidder** | * 1. To establish that it is qualified to perform the Contract, the Bidder shall provide the supporting documentation requested in Section IV, Bid Forms.
 |
|  | 16.2 If required in the RFP, a Bidder that does not manufacture or produce the Goods it is offering shall submit a Manufacturer's Authorization, using the form included in Section IV, Bid Forms. |
|  | 16.3 If required in the DPAO, in the event that the Bidder is not located in the Employer's country, the Bidder shall submit documentation showing that it is or will be represented by an Agent equipped and capable of fulfilling the Contractor's contractual obligations for maintenance, repair and spare parts supply. |
| **17. Period of validity of the offers** | 17.1 Bids shall remain valid for the period specified in the DTPB after the deadline for submission of bids set by the Employer. A bid that is valid for a shorter period will be considered non-compliant and rejected by the Employer. |
|  | Submission and Opening of Bids |
| **18. Submission, sealing and marking of offers** | 18.1 Tenders can still be submitted by email or in physical form. If the email does not allow attachments that go over a maximum size, the tenderer can submit via file transfer platforms (i.e. drop-box, etc).The procedure for submission, sealing and marking of bids is as follows(a) The Bidder submitting its bid by mail or in person shall place the original bid and each of its copies in separate sealed envelopes. If variants are permitted, the variant bids and the corresponding copies shall also be placed in separate envelopes. The envelopes must be marked "ORIGINAL", "VARIANT", "COPY OF THE OFFER", or "COPY OF THE VARIANT OFFER". All such envelopes shall be placed in a single sealed outer envelope. A Bidder submitting its bid electronically shall follow the submission procedure specified in the RFP (Section II). |
|  | 18.2 The inner and outer envelopes shall:(a) bear the name and address of the Bidder(b) be addressed to KYA-Energy Group at the following address 1. KYA-Energy Group, 08 BP 81101 AGOENYIVE, LOGOPE, Tel: +228 70 45 34 81 /91 50 21 49, LOME-TOGO
2. c) Mention the identification of the call for tenders with a warning not to open before the date and time fixed for the opening of tenders.
 |
|  | 18.3 If envelopes and packages are not sealed and marked as required, the Employer shall not be responsible if the bid is lost or prematurely opened. |
| **19. Deadline for submission of offers** | * 1. Bids must be received by the Employer at the physical, and/or email addresses specified in the BDS before the expiry date and time specified in the BDS.
	2. The Employer may, at its discretion, extend the deadline for submission of bids by amending the bidding documents pursuant to ITB Article 7, in which case all rights and obligations of the Employer and Bidders governed by the earlier deadline shall be governed by the new deadline.
 |
| **20. Offers out of time** | 20.1- The Employer will not accept any bids that arrive after the bid submission deadline, in accordance with ITB Article 9. Any bids received by the Employer after the deadline for submission of bids will be declared as void and discarded without being opened. |
| **21. Withdrawal, substitution and modification of offers** | 21.1 Bidders will not be allowed to modify their bid once submitted.. The corresponding modification or replacement bid must be attached to the written notification. All notifications must be received by the Employer prior to the bid closing date and time. |
|  | 21.2 Bids requested by bidders to be withdrawn will be returned to them unopened. |
|  | 21.3 No bid may be withdrawn, replaced or modified between the deadline for submission of bids and the date of expiration of validity specified by the Bidder on the Bid Form, or the expiration of any extension of validity. |
|  | Examination of Bids |
| **22. Privacy** | * 1. No information relating to the evaluation of bids shall be disclosed to bidders or to any other person not concerned with the said procedure until all bidders have been notified of the award of the Contract.
 |
|  | * 1. Any attempt by a Bidder to improperly influence the Employer in the evaluation of bids or in the award decision may result in the rejection of its bid.
 |
|  | * 1. Notwithstanding the provisions of ITB Article 7, between the time the bids are opened and the time the Contract is awarded, if a Bidder wishes to contact the Employer for any reason related to the bidding process, it must do so in writing.
 |
| **23. Clarifications regarding the Offers** | 23.1 In order to facilitate the examination, evaluation, comparison of bids and verification of the qualifications of bidders, the Employer has the discretion to request clarification of a bid from a bidder, allowing a reasonable time for response. Any clarification made by a Bidder other than in response to a request from the Employer will not be considered. The Employer's request for clarification, as well as the response, shall be in writing. No price changes or changes in the content of the bid will be requested, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids. |
|  | 23.2 If the Bidder fails to respond to a request for clarification of its bid by the deadline set by the Employer in its request, its bid may be rejected. |
| **24. Compliance of offers** | * 1. The Employer shall determine the conformity of the bid on the basis of its contents alone.
 |
|  | 24.2 A substantially responsive bid is a bid that complies with all the requirements of the bidding documents without any material deviation, qualification or omission. (a) A "deviation" is a departure from the requirements of the bidding documents;(b) a "reservation" is the making of a restrictive conditionality, or the non-acceptance of all requirements of the bidding documents; and (c) an "omission" is a failure to provide all or part of the information and documents required by the bidding documents.24.3 A material discrepancy, reservation or omission is characterized as follows: (a) if accepted,(i) substantially limit the scope, quality or performance required as specified in Section VI; or (ii) would substantially limit the Employer's rights or the Bidder's obligations under the Contract in a manner that is not in accordance with the Bidding Documents; or (b) if corrected, would be detrimental to other Bidders who have submitted substantially responsive bids. |
|  | 24.4 The Employer shall review, among other things, the technical aspects of the bid to ensure that all requirements of Section VI have been met without material discrepancies, reservations or omissions. |
|  | 24.5 The Employer will disregard any bid that is not substantially responsive to the bidding documents, and the Bidder may not thereafter make the bid responsive by correcting any substantial discrepancies, reservations or omissions found. |
|  | 24.6 If a bid is substantially responsive, the Employer may tolerate any nonconformity or omission that does not constitute a material deviation, reservation or omission from the bidding requirements. |
|  | 24.7 If a bid is substantially responsive, the Employer may request the Bidder to submit, within a reasonable period of time, such information or documentation as may be necessary to remedy the non-conformity or non-essential omissions found in the bid in connection with the requested documentation. Under no circumstances may such a request relate to any element of the bid price. Failure to comply with such a request may result in the Bidder's bid being disqualified. |
|  | 24.8 If a bid is substantially compliant, the Employer will correct non-essential non-conformities that affect the bid price. For this purpose, the bid price will be adjusted, for evaluation purposes only, to reflect the missing or nonconforming item or component. The adjustment will be made using the methodology set forth in Section III, Evaluation and Qualification Criteria. |
| Evaluation and comparison of offers |
| **25. Correction of arithmetic errors** | * 1. The Employer shall use the criteria and methods specified in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methods will be permitted.
	2. If the Bidder does not accept the corrections made, its bid will be disregarded and its Guarantee may be forfeited or the Guarantee Statement may be implemented.
 |
| **26.** **Conversion into one currency** | * 1. For purposes of evaluation and comparison, the Employer shall convert bid prices expressed in various currencies into a single currency, as specified in Section III, Evaluation and Qualification Criteria.
 |
| **27. Adjustment of offers** | * 1. For purposes of evaluation and comparison, the Employer will adjust bid prices using the criteria and methods specified in Section III, Evaluation and Qualification Criteria.
	2. Unless otherwise specified in the RFP, no margin of national or regional preference shall be granted. If a margin of preference is granted, the method of application will be as indicated in Section III, Evaluation and Qualification Criteria.
	3. If the lowest evaluated bid is significantly out of balance with the Employer's estimate of the payment schedule for the work to be performed, the Employer may request the Bidder to provide the price sub-details for any item in the Bill of Quantities for the purpose of demonstrating that such prices are consistent with the proposed construction methods and schedule. After reviewing the price sub-details, and taking into account the estimated contractual payment schedule, the Employer may request that the amount of the performance security be increased, at the expense of the Contractor, to a level sufficient to protect the Employer against any financial loss in the event that the Contractor defaults on its obligations under the Contract.
 |
| 1. **Qualification of the bidder**
 | * 1. The Employer shall ensure that the Bidder selected for submitting the lowest evaluated bid that fully complies with the technical provisions of the bidding documents has the required qualifications specified in Section III, Evaluation and Qualification Criteria.
 |
|  | * 1. This determination will be based on a review of the Bidder's

 qualifications submitted by the Bidder in accordance with Section III, Evaluation and Qualification Criteria. |
|  | * 1. Award of the Contract to the Bidder is contingent upon the successful completion of this determination. If not, the bid will be rejected and the Employer will proceed to examine the second lowest, technically acceptable bid to determine in the same manner whether the Bidder is qualified to perform the Contract satisfactorily.
 |
|  | * 1. The technical capabilities of manufacturers and subcontractors proposed in the bid to be employed by the lowest priced Bidder for components identified as major will also be evaluated for approval in accordance with Section III, Evaluation and Qualification Criteria. Their participation will be confirmed by a letter of intent, as appropriate. If a manufacturer or subcontractor is not accepted, the bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change in the bid price.
 |
| **29. Comparison of offers** | 29.1 The Employer will prepare a technical assessment of all the bids received with in tender’s deadline, the to determine the lowest, technical acceptable bid. |
| **30. Employer's right to accept or reject any or all bids** | 30.1 The Employer reserves the right to accept or reject any bids, and to cancel the bidding process and reject all bids at any time prior to award of the Contract, without incurring any liability to the bidders. In the event of cancellation of the bidding process, all bids submitted, including bid securities, will be returned to the bidders as soon as possible. |
|  Award of the Contract |
| **31. Award criteria** | 31.1 Subject to ITB Article 5.3, the Employer shall award the Contract to the Bidder whose bid is evaluated as the least expensive, technically acceptable, and is deemed to fully meet the technical criteria of the Bidding Documents, provided that the Bidder is also deemed to be qualified to perform the Contract satisfactorily. |
| **32. Notification of Contract Award** | * 1. Within seven (7) calendar days of the validation of the evaluation report by the Compliance Review Entity, the Contracting Authority shall notify the successful bidder/consultant of the provisional award of the contract.
	2. After notification of the provisional award of the contract for goods, works and services, the guarantees are returned to the unsuccessful tenderers. As for the successful bidder, the bid security is returned to him after the performance bond, if any, has been deposited.
 |
| **33. Moratorium** | * 1. The Contracting Authority signs the contract with the successful bidder(s)/consultant(s), after a moratorium of fifteen (15) working days from the date of notification of the provisional award.
	2. The moratorium may be extended by the Contracting Authority, when deemed necessary.
 |
| 1. **Conclusion, signature and entry into force of the contract**
 | * 1. Contracts are signed between the Contracting Authority and the successful bidder/consultant or its duly authorized representative or, in the case of consortia, their duly authorized agent, within the time limits prescribed by Article 90 of the ECOWAS Procurement Code.
	2. The contracting officer finalizes the content of the contract according to the conditions defined in the tender documents or in the request for proposals or quotations.
	3. Public enterprises are entitled to sign ECOWAS contracts, if they have administrative and legal autonomy and are subject to commercial law.
	4. The contract comes into force upon signature by both parties or on the date indicated on the signed contract. The final award of the contract is published after signature by both parties, specifying the name and address of the successful bidder and the contract price.
	5. Contracts that are not approved and signed in accordance with the provisions of this chapter are null and void.
 |

 **Section II. Particulars of the Invitation to Tender**

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| A. Introduction |
| **IS 1.1** | Tender Notice Number: N°: 001/ECREEE/KYA |
| **IS 1.2** | Name of Project Owner: CEREEC (ECOWAS CENTRE FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY) |
| **IS 1.3** | Name of AOO: Supply and installation of equipment for the rehabilitation of the Bambadinca mini power plant in Guinea-BissauIdentification number of the AOO N° :001/ECREEE/KYANumber and identification number of lots covered by this AOO: single lot |
| **IS 2.1** | Name of Borrower: Government of Guinea Bissau |
| **IS 2.2** | The financial institution is: ECREEE (with financial support from UNIDO and the GEF) |
| **IS 2.3** | Project Name: GEF Project (ID 5331) on : "Promoting investments in small and medium scale renewable energy technologies in the electricity sector in Guinea-Bissau" |
| **IS 3** | Individuals or companies organized in GECA will be jointly and severally liable. |
| B. Contents of the Bidding Documents |
| **IS 4** | *For clarification purposes only, the Employer's address is:* *Telephone number: +228 70 45 34 81/+228 99 99 93 80**E-mail address: info@kya-energy.com, copy to* *yves.lawson@kya-energy.com**, and* *maxime.sehou@kya-energy.com**Requests for clarification must be received electronically no later than fifteen (15) calendar days prior to the deadline for submission of bids.* |
| **C.** Preparation of offers |
| **IS 5.1** | ***The language of the offer is: French, English or Portuguese*** |
| **IS 5.2** | **Presentation of the bids:** **- Technical offer*** **Organization of the site**
* **Method of realization**
* **Mobilization Program/Schedule**
* **Construction program/schedule**
* **Equipment to be provided**
* **Contractor's equipment**
* ***Contractor's personnel, including detailed CVs.***
* ***Proposed subcontractors for major equipment components and installation services***
* ***Operational guarantees of proposed facilities***
* ***Other (lead time, etc...)***
* ***Similar references in the field of installation of solar mini-power plants with supporting documents (at least two most recent similar references, preferably within the last three years).***

**- Financial offer (which must be separated from the technical offer).*** ***A detailed, itemized price in $USD, including the total cost estimates to complete the work.***
* ***Tender letter according to the template attached to the ToR***
* ***The bid guarantee***

***N.B.: The submission of offer does not entail any commitment on the part of the Employer towards the bidder.******Tenderers will be informed by e-mail if their tender is selected or not.*** |
| **IS 5.3** |  The Bidder must attach to its bid the following administrative documents which will determine the acceptance or rejection of its bid before the technical and financial evaluation phase:1. Be duly registered in its country of origin and provide proof thereof (Certificate issued by the Ministry or any other authorized institution)
2. Letter of Application duly signed by the authorized signatory of the lead firm;
3. Not to be in cessation of activity (bankruptcy) or in liquidation, the Bidder MUST present a certificate of non-bankruptcy or a declaration of non-bankruptcy;
4. Provide a bid security as stipulated in Section III. Evaluation and Qualification Criteria ;
5. Present the Certificate of Tax Regularity for the three (3) years (2019, 2020 and 2021);
6. Present proof of tax payment for the three (3) years: (2019, 2020 and 2021) ;
7. Submit financial statements certified by a licensed accountant for the three (3) years: (2018, 2019 and 2020).

NB: The structure must ensure that it meets all these criteria; failure to submit and comply with any of these criteria will disqualify the bidder. |
| **IS 5.4** | Variations are not allowed. |
| **IS 5.5** | Variants concerning the execution time are not allowed. |
| **IS 6** | All bids submitted must be in US Dollars |
| **IS 6.1** | Validity of Bids: The validity period of the bid will be ninety (90) days from the date of bid submission |
| **IS 6.2** | Validity of Bids: The validity period of the bid will be ninety (90) days from the date of bid submission |
| **IS 6.3** | Time Frame: The work shall be completed within a reasonable time frame. The construction time proposed by the bidder must be clearly stated in the bid letter. |
| **D. Place and deadline for receipt of applications** |
| **IS 7** | The bidder shall submit online by email to the addresses belowE-mail addresses for submission of bids: info@kya-energy.comCopy: yves.lawson@kya-energy.com , maxime.sehou@kya-energy.com.Deadline for submission: June 30, 2022.Time of execution of the works: 3 months  |
| **F.** **Evaluation and comparison of offers** |
| **IS 8** | *A margin of national or regional preference is not granted.* |
| **G. Methods of payment** |
| **IS 9** | * Payments will be made by bank transfer, as follows
* 30% at the start of the works against bank guarantee ;
* 30% upon acceptance of the equipment;
* 30% at the provisional acceptance of the works;
* 10% at the final acceptance of the work.
 |

**Section III. Evaluation and Qualification Criteria**

This Section contains all the factors that the Employer will use to evaluate a bid and determine whether a Bidder meets the required qualifications. The Employer will not use any criteria other than those listed. The Bidder must provide all requested information using the forms in Section IV, Bidding Forms.

**1 Evaluation Criteria and Methods**

**1.1 Alternate Bids**

Not applicable

**1.2 Correction of Arithmetical Errors**

(a)- If there is a discrepancy between the total of the amounts indicated in the price sub-detail column and the amount indicated for the Total Price, the former shall prevail and the latter shall be corrected accordingly.

(b) If there is a discrepancy between the unit price and the total price obtained by multiplying the unit price by the quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of the Employer, the decimal point in the unit price is obviously misplaced, in which case the total price shown shall prevail and the unit price shall be corrected;

(c) If the total obtained by adding or subtracting the subtotals is not correct, the subtotals shall govern and the total shall be corrected.

(d) If there is a discrepancy between the price stated in words and in figures, the amount in words shall prevail, unless such amount is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1**.3 Conversion to Single Currency**

For evaluation purposes, bids/proposals must be submitted in US Dollars.

**1.4 Quantifiable Non-Essential Non-Compliances**

Adjustment will be made in accordance with the following procedure: If a bid is substantially compliant, the Employer will correct non-essential nonconformities that affect the bid price. For this purpose, the bid price will be adjusted, for evaluation purposes only, to reflect the missing or nonconforming item or component.

In the event that a Bidder omits the unit price of an item designated but quantified in the Price Schedule by the Purchaser and therefore not having an amount (Unit Price x Quantity), the highest corresponding unit price among the bids declared technically acceptable and selected for financial evaluation will be applied to the corresponding quantity in the Price Schedule of the DAO for evaluation of the Bidder's bid.

**1.7 Factors and Methods for Bid Evaluation and Adjustments**

The following evaluation factors and methods of application described below will be used:

**(a) Time of Performance**

Not applicable

**(b) Operation and Maintenance Costs**

Not applicable.

**(c) Garanties opérationnelles des installations**

Sans objet

|  |  |
| --- | --- |
| ***Operational Warranty [as per Specifications, e.g. Performance, Efficiency, Consumption, etc.].*** | ***Minimum (or Maximum, if applicable) required [as per Specifications].*** |
| 1. |  |
| 2. |  |
| 3. |  |
| *…* |  |

**(d) Works, services to be provided by the Employer**

Not applicable

 **(e) Additional specific criteria**

Not applicable.

The Employer will evaluate and compare the bids to determine the combination of contracts awarded at the lowest cost to the Employer, taking into account any conditional discounts offered by the bidders. If a Bidder has submitted the lowest priced bid, the evaluation will include an assessment of the Bidder's ability to meet the cumulative qualification requirements for the lot, regarding: (i) financial status, and (ii) financing capacity.

beyond the above-mentioned criteria, the criteria below will be used for the evaluation of the technical offers

|  |  |  |
| --- | --- | --- |
| N° | Evaluation criteria | Note  |
| 1 | Clarity and precision of offers | 10 |
| 2 | Compliance with consultation specifications | 10 |
| 3 | Size, reputation of the bidder and each of its partners | 10 |
| 4 | Competence of the technical team | 20 |
| 5 | Competence in the field | 10 |
| 6 | Relevance of references from similar markets | 10 |
| 7 | Commitment to quality of service, delivery times | 20 |
| 8 | Warranties offered and After-Sales Services (quality, extended) | 10 |
|  | **Total** | 100 |

**NB:** a mark lower than 70/100 is eliminatory

**2. Personnel**

The Bidder shall establish that it has the following key, qualified and experienced personnel:

| **No** | **Position** | **Overall experience (years)** | **Experience in similar work****(years)** |
| --- | --- | --- | --- |
| 1 | *Electrical engineer (BAC+5, Master or equivalent)* | Cumulative practical experience of at least seven (07) years in mini-power plants | At least two (03) experiences in maintenance works of mini solar power plants (of powers superior or equal to 400 kWp) during the last three years. |
| *2* | *Two (02) Electrical technicians with a BAC+3 level or equivalent specializing in electrical work* | Cumulative practical experience of at least three (03) years in solar mini-power plants | *At least two (02) experiences in the maintenance of mini-power plants in the last three years.* |

NB: Attach legalized copies of the diplomas of each key personnel.

In order to carry out the service, the Bidder may engage the necessary expertise to achieve the objectives set forth in these TDRs.

The Bidder shall provide details of the proposed personnel and their experience using PER 1 and PER 2 forms in Section IV, Bidding Forms.

**3. Materials**

The Bidder shall establish that it has good quality equipment for the performance of the work.

NB: Attach vehicle registration cards, receipts for purchase of equipment or rental or leasing certificates for equipment.

The bidder must provide details of the proposed equipment using the MAT form[[1]](#footnote-1)in Section IV, Bid Form

**4. Financial Status and Experience**

**4.1. Financial Status**

The bidder shall submit audited balance sheets or, if not required by the regulations of the applicant's country, other financial statements acceptable to the Employer for the past three (3) years, i.e., 2018, 2019, 2020, demonstrating the applicant's current financial strength and long-term profitability.

**4.1.1. Turnover**

The applicant must have an average turnover (of the three years: 2018, 2019, and 2020) of construction, supply and installation activities at least equal to 0.5 times the total amount of the financial offer.

**4.1.2. Financing Capacity**

The Bidder must demonstrate access to financing such as liquid assets, unencumbered assets, lines of credit, other than the potential start-up advance, in the amount of : 0.5 times the total amount of the financial bid.

**4.2 Experience**

The bidder must prove its experience in contracts for the maintenance of mini-power plants as a contractor or subcontractor, including at least two (02) contracts in the last three (03) years with a minimum value equal to 0.5 times the total amount of the financial bid. The said contracts must have been satisfactorily executed and substantially completed. Similarity will be in physical size, complexity, methods/technologies or other characteristics as described in Section IV, Bid Forms.

**NB: Attach certifications of successful completion.**

**4.3 Bid Security**

Bids must include a bid security (Bank Guarantee) in the amount of two million (2,000,000) CFA francs.

The Employer reserves the right to request the physical version of the bid security from the bidder.

**Section IV. Submission Forms**

Date

 **Sample Submission Letters**

AOO N°

Tender Notice No.. :

À: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 I undersigned.........................................................................................

acting in the name and on behalf of the Company.....................................................................

whose registered office is at.........................................................................................

registered in the commercial register.......................... under n°... ......................................and in the tax department under the NIF n°.........................................................................................

Having taken cognizance of all the documents of the restricted tender file relating to the contract°xxx.....................................................................................................................

After having personally and knowingly studied the nature, the difficulties and the conditions of execution of the works.

Undertakes to carry out the above work within a period of ............................ days in accordance with the terms and conditions of the technical documents of the invitation to tender for a total and non-revisable sum of .................................................................. inclusive of all taxes, calculated on the basis of the quantities and unit prices indicated in the bills of quantities and estimates attached to this bid, and to comply with the terms of the Contract.

I agree to hold the amount of my bid for a period of ninety (90) days from the deadline for submission of bids.

Done at ……………………………………………………..,the…………………………..

 The Bidder

 Signature

Attached to this bid is

The bill of quantities and estimates of the bid.

 **Price lists**

**BILL OF QUANTITIES AND ESTIMATES**

**Subject: Technical assistance to ensure the long-term sustainability of the clean energy mini-grid projects in Bambadinca, Guinea-Bissau**

**Rehabilitation of the Bambadinca mini-grid (312 kWp)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **N°** | **Designation** | **U** | **Qty** | **P.U.** | **P. T.** |
| **1** | 250Wp Polycrystalline PV Module | u | 01 |  |  |
| **2** | Surge Protector DC In: 20kA, Type 2 | u | 19 |  |  |
| **4** | Grid inverter (max. DC power: 11.400 Wp) | u | 09 |  |  |
| **5** | Temperature sensor for OPZs battery (with cable) | u | 09 |  |  |
| **6** | Electrical production meter (active and reactive energy for PV power plant) or measuring station | u | 03 |  |  |
| **7** | Four-pole circuit breaker AC 100 A | u | 02 |  |  |
| **8** | Lightning conductor TYPE PTC | u | 04 |  |  |
| **9** | Switching device for 2 MV feeders (CELL SM6-24KV 01 IM -01 QM) | u | 02 |  |  |
| **10** | AC 25KA type 1 surge protector | u | 03 |  |  |
| **11** | ABC powder extinguisher - 6 kg | u | 06 |  |  |
| **12** | Contactor | u | 02 |  |  |
| **12** | Work accessories | u | 01 |  |  |
| **13** | Rehabilitation costs of the mini power plant | u | 01 |  |  |
| **Total excluding taxes (F CFA)** |  |
| **VAT (18%)** |  |
| **Total including VAT (F CFA)** |  |

**Set this estimate at the sum of................................................ (.............) F CFA.**

 **The Tenderer**

**Signature**

**Bid Security Form (Bank Guarantee)**

[Bank completes this sample offer guarantee in accordance with the bracketed information]

[Insert name of bank, and address of issuing branch]

Beneficiary: [insert name and address of Owner]

Date: [insert date]

**Bid Guarantee No**. : [insert Guarantee No.]

We have been informed that [insert name of bidder] (hereinafter referred to as "Bidder") has responded to your invitation for bids dated [insert date of invitation for bids] for the supply of [insert name of contract] in response to AOO No. [Insert RFP No.] (Hereinafter referred to as the "Bid").

Under the provisions of the Bidding Documents, the Bid must be accompanied by a bid security.

At the request of the Employer, we [insert name of bank] hereby unconditionally and irrevocably undertake to pay you on first demand any sum of money that you may require up to [insert amount in figures in the currency of the Employer's country or an equivalent amount in a freely convertible international currency]. \_\_\_\_\_\_\_\_\_\_\_\_\_ [insert amount in words].

Your request for payment must be accompanied by a statement that the Bidder has failed to perform any of its obligations under the Bid, namely:

 (a) If it withdraws the Offer within the validity period specified by it in the Letter of Offer; or

 (b) having been notified of acceptance of the Bid by the Employer during the validity period as specified in the letter of bid submission or as extended by the Employer prior to the expiration of such period, it:

 (i) Fails to sign the Contract; or

 (ii) Fails to provide the Contract Performance Security, if required to do so as provided in the Instructions to Bidders.

Signed [signature of person whose name and title appear above].

This guarantee shall expire (a) if the Contract is awarded to the Bidder, when we receive a copy of the executed Contract and the performance guarantee issued on your behalf as directed by the Bidder; or (b) if the Contract is not awarded to the Bidder, on the earlier of: (i) when we receive a copy of your notification to the Bidder of the name of the successful Bidder, or (ii) twenty-eight (28) days after the expiration of the Bid.

Any request for payment under this Guarantee must be received by that date.

This guarantee is governed by the International Chamber of Commerce (ICC) Uniform Rules for Demand Guarantees

Name: [full name of person signing] Title [legal capacity of person signing].

 **Sample Manufacturer's Authorization**

[The Bidder requires the Manufacturer to prepare this letter in accordance with the bracketed language. This letter of authorization shall be on the Manufacturer's letterhead and shall be signed by a person duly authorized to sign documents binding on the Manufacturer. The Bidder shall include this letter in its bid, if required in the RFSO]

 Date [insert date (day, month, year) of bid submission].

 Tender Notice No.: [insert tender number]

 Tender Notice No.: [insert tender notice number]

To: [insert full name of Purchaser]

WHEREAS:

[Insert full name of Manufacturer] are a reputable manufacturer of [indicate Goods produced] having our plants at [indicate full plant address].

We hereby authorize [insert full name of Bidder] to bid on, and eventually sign a contract with you for Bid Solicitation No. [Insert Solicitation number] for such supplies manufactured by us.

We confirm all our warranties and guarantee the General Conditions of Contract for the Goods offered by the above company for this Invitation to Bid.

Name [insert full name of person signing authorization].

As [indicate capacity of signatory]

Signature [insert signature]

Duly authorized to sign the authorization for and on behalf of [insert full name of Manufacturer

 **Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_[Insert date of signature]**

**Technical proposal forms**

* Site organization
* Method of realization
* Mobilization Program/Schedule
* Construction program/schedule
* Equipment to be provided
* Contractor's Equipment
* Contractor's Personnel
* Proposed subcontractors for major equipment components and installation services
* Proposed Facility Operational Guarantees
* Other (lead time, etc...)

**Material**

**Form MAT**

The Bidder shall provide details of the proposed equipment to establish that it has the ability to mobilize the key equipment necessary to complete the work. A separate form will be prepared for each piece of equipment listed.

|  |
| --- |
| Piece of equipment |
| Information on the material | Manufacturer's name | Model and power |
|  | Capacity | Year of manufacture |
| Current position | Present location |
|  | Details of current commitments |
|  |  |
| Provenance | Indicate the origin of the materialo in possessiono in locationo in lease-purchase o specially manufactured |
|  |  |

**The following information will be omitted for equipment in the possession of the Bidder.**

|  |  |
| --- | --- |
| Owner | Name of the owner |
|  | Address of the owner |
|  |  |
|  | Telephone | Name and title of contact person |
|  | Fax | Telex |
| Accords | Details of the rental / hire purchase / manufacturing agreement |
|  |  |
|  |  |

 **Proposed staff**

**FORM PER -1**

**The Bidder shall provide the names of suitably qualified personnel. To perform the work. Information regarding their experience shall be indicated in the Form below to be completed for each applicant.**

|  |  |
| --- | --- |
| **1.** | **DESIGNATION OF THE POST\*** |
|  | **NAME** |
| **2.** | **DESIGNATION OF THE POST\*** |
|  | **NAME**  |
| **3.** | **DESIGNATION OF THE POST\*** |
|  | **NAME** |
| **4.** | **DESIGNATION OF THE POST** |
|  | **NAME**  |

**Curriculum vitae of proposed staff**

 **FORM PER-2**

**Name of the Tenderer**

|  |
| --- |
| Post |
| **Personal Information** | Name | Date of birth |
|  | Professional qualifications |
| **Current employer** | Employer's name |
|  | Employer's address |
|  | Telephone | Contact (manager / personnel officer) |
|  | Fax | E-mail |
|  | Job held | Number of years with present employer |

Summarize professional experience for the past 20 years in reverse chronological order. Indicate technical and management experience relevant to the project.

| **From** | **To** | **Company / Project / Position / Relevant technical and management experience** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Qualification forms**

 In order to demonstrate that it meets the qualifications required to perform the contract in accordance with Section III (Evaluation and Qualification Criteria), the Bidder shall provide the information requested in the qualification forms below.

**Bidder Information Sheet**

**Form ELI - 1.1**

 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 AOO No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| Legal name of the bidder: |
| In the case of a group of companies, consortium or association (GECA), legal name of each party: |
| Country where the bidder is incorporated: |
| Year bidder was incorporated:  |
| Legal address of the bidder in the country of incorporation: |
| Authorized Bidder Representative Information:Name:Address:Telephone/Fax Number:Email Address: |
|  Copies of the following original documents are attached:1. In the case of a single entity, the articles or incorporation documents of the legal entity of concern, in accordance with the provisions of sections 4.1 and 4.2 of the SI.2. In the case of a JECA, a letter of intent to constitute a JECA or to execute a JECA agreement, in accordance with the provisions of Section 4.1 of the ITBs.3. In the case of a public company, any additional documents not additional to paragraph 1 above that are necessary to satisfy the provisions of ITB Section 4.5..  |

 **FORM ELI – 1.2**

 **Information sheet for each Party to a GECA**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 AOO N°:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| **Legal name of bidder :** |
| **GECA Party Legal Name:** |
| **GECA Party's Country of Incorporation:** |
| **GECA Party's Year of Incorporation :** |
| **GECA Party's Legal Address in Country of Incorporation :** |
| **Information about the GECA Party's authorized representative :****Name :****Address:****Telephone/Fax Number:****E-mail Address:** |
| Copies of the following original documents are attached:1. Articles of Incorporation or Governing Documents of the aforementioned legal entity, in accordance with the provisions of SI Clauses 3.1 and 3.2.
 |

 **Financial situation**

**FORM FIN - 3.1**

In the event that the bidding was preceded by a prequalification, the Bidder must use this form to make any updates to the information submitted during the prequalification

Legal name of bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Legal name of party to GECA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_ No. AOO

To be completed by the bidder and, in the case of a GECA, by each party.

|  |  |
| --- | --- |
| Financial data in US$ equivalent | History for the last \_\_\_\_\_\_ (\_\_) years ($US thousands equivalent) |
|  | Year 1 | Year 2 | Year … | Year n | Average ration |
| **Balance sheet information** |
| Total assets (TA) |  |  |  |  |  |
| Total liabilities (TP) |  |  |  |  |  |
| Net assets (NP) |  |  |  |  |  |
| Cash on hand (D) |  |  |  |  |  |
| Commitments (E) |  |  |  |  |  |
| **Income statement information** |
| Total income (TI) |  |  |  |  |  |
| Earnings before taxes (EBT) |  |  |  |  |  |

Copies of the financial statements (balance sheets, including all notes thereto, and income statements) for the years specified above that meet the following requirements are attached:

a) They must reflect the financial position of the Bidder or the Party to the GECA, and not that of the parent company or subsidiaries

b) The historical financial statements must be audited by a certified public accountant

c) The financial statements must be complete and include all notes added to them

d) Financial statements must be for completed and audited accounting periods (partial period financial statements will not be requested or accepted)

**Average annual turnover**

**FIN Form - 3.2**

**In the event that the bidding was preceded by a prequalification, the Bidder must use this form to make any updates to the information submitted during the prequalification**

Legal name of the bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal name of party to GECA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AOO No. : \_\_\_

|  |
| --- |
| Data on annual sales |
| Year | Amount and currency | US$ equivalent |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \* Income Average from construction activities |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

\*Average annual construction revenue is calculated by dividing the total payments ordered for work in progress by the number of years specified in Section III,

**Financing capacity**

**FIN Form 3.3**

Indicate the sources of financing (cash, unencumbered real assets, lines of credit and other financial resources) required for cash flow requirements related to the work on the contract(s) under consideration, net of the Bidder's commitments under other contracts as required in Section III, Evaluation and Qualification Criteria.

|  |  |
| --- | --- |
| Source of funding | Amount |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |

 **Contracts/Work in Progress**

**MTC Form**

Bidders and each GECA partner must provide information regarding their current commitments for all contracts awarded, or for which they have received a Notice of Award, Letter of Contract, etc. ...., or for contracts that are in the process of being completed, but for which an unqualified Operational Acceptance Certificate has not been issued by the Employer

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Title of the contract | Project owner, contact address/phone/fax | Value of work remaining to be done | Expected completion date | Average monthly invoice amount over the last 6 months |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| 5. |  |  |  |  |
| etc. |  |  |  |  |

 **General Experience**

**Form EXP - 2.4.1**

**In the event that the bidding was preceded by a prequalification, the Bidder must use this form to make any updates to the information submitted during the prequalification**

Legal name of the bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Legal name of GECA party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ AOO No.: ...............................

| Month/Year of departure\*  | Month/final year | Market identification | Role of the bidder |
| --- | --- | --- | --- |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract Name:Brief Description of Work Performed by Bidder:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract Name:Brief Description of Work Performed by Bidder:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract Name:Brief Description of Work Performed by Bidder:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract Name:Brief Description of Work Performed by Bidder:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract Name:Brief Description of Work Performed by Bidder:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_ | \_\_\_\_\_\_ | Contract Name:Brief Description of Work Performed by Bidder:Name of Employer:Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Specific experience**

Form EXP - 2.4.2 (a)

In the event that the bidding was preceded by a prequalification, the Bidder must use this form to make any updates to the information submitted during the prequalification

Legal name of the Bidder : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Name of GECA Party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AOO No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| Similar Market Number: \_\_\_ of\_\_\_required  | Information |
| --- | --- |
| Contract Identification | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date of Award Completion Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Role in the Contract |  Contractor |  Assembler |  Subcontractor |
| Total Contract Amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_ |
| In the case of a party to a GECA or subcontractor, specify participation in the total contract amount | \_\_\_\_\_\_\_\_\_\_% | \_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_ |
| Name of Owner: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address:Phone/Fax Number:E-mail address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Specific experience (continuous)**

EXP Form - 2.4.2 (a) (continued)

Specific experience (continued)

Legal Name of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal name of the party to the GECA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

| * 1. 1.1 Similar Market No. : \_\_\_\_de\_\_\_\_required
 | Information |
| --- | --- |
| * 1. 1.2 Description of similarity in accordance with Factor 2.4.2 (a) of Section III:
 |  |
| Amount  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Physical Size | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Complexity | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Methods/Technology | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Other Characteristics | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Specific experience in the main activities**

Form EXP - 2.4.2 (b)

In the event that the bidding was preceded by a prequalification, the Bidder must use this form to make any updates to the information submitted during the prequalification

Legal name of the Bidder : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Name of GECA Party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ AOO No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  | Information |
| --- | --- |
| Contract identification | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date of awardDate of completion | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Role in the contract |  Contractor |  Assembler |  Subcontractor |
| Total Contract Amount | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| In the case of a GECA party or subcontractor, specify participation in total contract amount | \_\_\_\_\_\_\_\_\_\_\_\_% | \_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_ |
| Name of Owner: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address:Phone/Fax Number:E-mail address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

 **Section V. Eligible Countries**

A- Eligibility of the Bidder

The eligibility of the bidder shall be based on its nationality, in accordance with the following Rules:

1. Natural person: Any natural person is eligible to bid on this tender.

2. Legal entity: Any legal entity is eligible provided that it has a representation in Guinea Bissau

3. Groups and associations: A group, partnership or unincorporated association is eligible only if at least 60% of its members (individuals or legal entities) are eligible individuals or legal entities.

B- Eligibility of goods, works and related services

1. For works contracts that may include civil works, plant construction or turnkey contracts, the contractor must meet the national eligibility criteria either as an individual, or as a company, group or association. The personnel, equipment and materials required for the execution of the work must come from member countries.

2. For contracts awarded on a cost-plus-freight insurance (CIF) or port-plus-insurance-paid (CIP) basis, bidders will be free to make arrangements for sea or other transportation and related insurance with any eligible member country.

 **PART 2: Owner's Requirements**

 **Section VI. Technical Specifications**

The bidder shall ensure that the proposed equipment meets the following requirements:

1. **PV Module**

|  |  |  |  |
| --- | --- | --- | --- |
| N° | Characteristic | Required | Proposed |
| 1 | Power (Wc) | 250 |  |
| 2 | Nominal voltage (V) | 24 |  |
| 3 | Voltage Vmp (V) | 29,53 |  |
| 4 | Current Imp (A) | 8,45 |  |
| 5 | Open circuit voltage Voc (V) | 37,60 |  |
| 6 | Short circuit current Isc (A) | 8,91 |  |
| 7 | Coef temp Pmp (%/°C) | - 0,487 |  |
| 8 | Coef Temp Voc (%/°C) | - 0,364 |  |
| 9 | Coef Temp Isc (%/°C) | - 0,057 |  |
| 10 | Nominal operating temperature of the cell (Tnoct) | 45,1 |  |
| 11 | Surface  | 1,62855 |  |
| 12 | Type | Polycrystalline |  |
| 13 | Voltage Vmax (V) | 1000 |  |
| 14 | Module class | Class II |  |
| 15 | Standards | IEC 61215 : 2005EN 61730 : 2007CE |  |

1. **DC lightning arrester**

| N° | Characteristic | Required | Proposed |
| --- | --- | --- | --- |
| 1 | Type | Type 2 |  |
| 2 | Nominal voltage Un (V DC) | 1000 |  |
| 3 | Maximum operating voltage Uc (V DC) | 1060 |  |
| 4 | Rated discharge current In (kA) | 20 |  |
| 5 | Maximum discharge current (kA) | 40 |  |
| 6 | Level of protection Up (kV) | 3,6 |  |

1. **Network inverter**

| N° | Characteristic | Required  |  Proposed |
| --- | --- | --- | --- |
| 1 | Max. efficiency.  | 97,7% |  |
| DC input |
| 2 | Max DC power. (W) | 11 400 |  |
| 3 | Max DC voltage (V) | 700 |  |
| 4 | Number of MPP trackers | 1 |  |
| 5 | Max. number of inputs (parallel) Max. number of inputs (parallel) | 5 |  |
| 6 |  MPPT voltage range (V) | 333 - 500 |  |
| 7 | Max. input current. (A) | 34 |  |
|  AC output |
| 8 |  Rated AC power / Max AC power (VA) | 11000 / 11000 |  |
| 9 | Max output current. (A) | 48 |  |
| 10 | Rated voltage AC / range (V) | 220 – 240 / 180 – 260 |  |
| 11 | AC network frenquency (self-regulating)/ range (Hz) | 50 / 60 / ± 4,5 |  |
| 12 | Adjustable phase shift factor (cos ϕ) | 0.8 inductive ...0.8 capacitive |  |
| 13 | AC connection / Power balancing  | Single phase / Yes |  |
| Protection  |
| 14 | Protection devices | - Reverse polarity protection DC (Yes)- DC ESS disconnect switch (Yes)- AC short circuit resistance (Yes)- Ground fault monitoring (Yes)- Monitored string fuses (Yes)- Grid monitoring (SMA Grid Guard) (Yes)- Fault current monitoring unit, sensitive to all currents (Yes) |  |
| General characteristics |
| 15 | Dimensions (l x h x p) en mm | 468 / 613 / 242 |  |
| 16 | Weight (kg) | about 35 kg |  |
| 17 | Operating temperature range | –25 °C ... +60 °C |  |
| 18 | Noise emission (typical) | ≤ 46 dB(A) |  |
| 19 | Self-consumption: service (standby) / night | < 10 W / 0,25 W |  |
| 20 | Topology | without transformer |  |
| 21 | Cooling system | OptiCool |  |
| 22 | Place of installation | indoor (yes) / outdoor (yes) (IP 65 electronics) |  |
| 23 | Other features of the equipment | - DC connection: MC3 / MC4 / Tyco (Yes)- AC connection: threaded terminal (Yes)- LCD (liquid crystal display) (Yes)- Interfaces: Bluetooth® / RS485 (Yes) |  |

1. **Temperature sensor for battery (with cable)**

|  |  |  |  |
| --- | --- | --- | --- |
| N° | Caracteristic | Required  | Proposed |
| 1 | Compatibility | With OPzs batteries and SMA Sunny Island SI 5048 inverter/charger |  |
| 2 | Length(m) | About 15 m |  |

1. **Electricity production meter (active and reactive energy for PV power plant) or measuring station**

| N° | Feature | Required | Proposed |
| --- | --- | --- | --- |
| 1 | Power quality analysis | Up to the 15th harmonic |  |
| 2 | Application  | Power monitoring |  |
| 3 | Type of measurement | Current, Voltage, Frequency, Power factor, Energy, Active and reactive power |  |
| 4 | Supply voltage (V) | 100…415 V CA 45...65 Hz125…250 V CC |  |
| 5 | Network frequency (Hz)  | 50 Hz60 Hz |  |
|  | Rated current (In) | 5 A1 A |  |
| 6 | Type of network | 3P + N1P + N3P |  |
| 7 | Power consumption in VA | 10 VA à 415 V |  |
| 8 | Record time | 80 ms 120 V AC typical100 ms 230 V AC typical100 ms 415 V AC typical |  |
| 9 | Type of display | Backlit LCD |  |
| 10 | Display resolution | 128 x 128 pixels |  |
| 11 | Sampling rate | 64 samples/cycle |  |
| 12 | Measuring current | 10…9000 mA |  |
| 13 | Measuring voltage | - 35...690 V AC 45...65 Hz between phases- 20...400 V AC 45...65 Hz between phase and neutral |  |
| 14 | Number of inputs | 0 |  |
| 15 | Measuring accuracy | Active energy +/- 0.5 %.Reactive energy +/- 2Active power +/- 0.5 %.Apparent power +/- 0.5 % FrequencyFrequency +/- 0.05Power factor +/- 0.005Current +/- 0.5 % VoltageVoltage +/- 0.5 % +/- 0.5 % +/- 0.005 |  |
| 16 | Precision class | Class 0.5S active energy comply with IEC 62053-22 |  |
| 17 | Number of outings | 1 digital |  |
| 18 | Data recording | Min/max number of instantaneous values Timestamp |  |
| 19 | Standards | EN 50470-1IEC 62053-22UL 61010-1CEI 62053-24CEI 61557-12EN 50470-3CEI 60529 |  |
| 20 | Product Certifications | CE comply with IEC 61010-1CULus comply with UL 61010-1 |  |
| 21 | Length/Width/Depth (mm) | 96/72/96 |  |
| 22 | Weight (g) | 380 |  |
| 23 | Relative humidity | 5…95 % à 50 °C |  |
| 24 | Degree of pollution | 2 |  |
| 25 | Operating temperature | -25…70 °C |  |

1. **Four-pole AC circuit breaker**

| N° | Feature | Required | Proposed |
| --- | --- | --- | --- |
| 1 | Type  | Compact |  |
| 2 | Number of poles | 4 |  |
| 3 | Rated current [In] | 100 A at 40 °C |  |
| 4 | Rated operating voltage | 690 V AC 50/60 Hz |  |
| 5 | Type of network | AC |  |
| 6 | Network frequency | 50/60Hz |  |
| 7 | Ability to isolate | Complies with EN/IEC 60947-2 |  |
| 8 | Performance level | F 36 kA 415 V AC |  |
| 9 | Rated insulation voltage [Ui] | 800 V AC 50/60 Hz |  |
| 10 | Rated impulse withstand voltage [Uimp] | 8 kV |  |
| 11 | Mechanical durability | 50000 cycles |  |
| 12 | Electrical durability | 10000 cycles at 690 V In 20000 cycles at 690 V In/2 30000 cycles at 440 V In 50000 cycles at 440 V In/2 |  |
| 13 | Trigger capacity | 100 A at 40 °C |  |
| 14 | Setting range of the short-time protection trip threshold [Isd]. | 800A |  |

1. **AC 25 kA type 1 surge protector**

| N° | Features | Required |  Proposed |
| --- | --- | --- | --- |
| 1 | Description of the poles | 3P+N |  |
| 2 | Lightning arrester class | Type 1 |  |
| 3 | Rated operating voltage [Ue] | 230/400 V CA (+/- 10 %) à 50/60 Hz |  |
| 4 | Rated load current [In] | Common mode: 100 kA (N/PE)Differential mode: 25 kA (L/N) |  |
| 5 | Shock current [Iimp] | Common mode: 100 kA N/PE 50 As Differential mode: 25 kA L/N 12,5 As |  |
| 6 | Maximum steady state voltage [Uc] | Common mode : 350 V N/PEDifferential mode : 350 V L/N Mode |  |
| 7 | Maximum voltage protection level [Up] | Common mode <1.5 kVDifferential mode <1.5 kV |  |
| 8 | current in a row [If] | 25 kACommon mode N/PEDifferential mode L/N 0,1 kA |  |
| 9 | Response time | <= 25 ns |  |
| 10 | Shock resistance IK | IK05 according to the standard CEI 62262 |  |
| 11 | Ambient operating temperature | -25…60 °C |  |

1. **Contactor**

| N° | Features | Required |  Proposed |
| --- | --- | --- | --- |
| 1 | Number of Contacts NO | 3 |  |
| 2 | Number of Contacts NC  | 0 |  |
| 3 | Number of Auxiliary Contacts NO | 1 |  |
| 4 | Number of Auxiliary Contacts NC | 1 |  |
| 5 | Nominal operating voltage: | Main Circuit 1000 V |  |
| 6 | Nominal frequency (f) | Main Circuit 50/60 Hz |  |
| 8 | Rated current AC-1 (Ie) : | (1000 V) 40 °C 375 A (1000 V) 55 °C 325 A(1000 V) 70 °C 260 A(690 V) 40 °C 500 A(690 V) 55 °C 400 A (690 V) 70 °C 325 A  |  |
| 9 | Rated current AC-3 (Ie) : | 1000 V) 55 °C 131 A(220 / 230 / 240 V) 55 °C 305 A(380 / 400 V) 55 °C 305 A(415 V) 55 °C 305 A(440 V) 55 °C 305 A(500 V) 55 °C 290 A(690 V) 55 °C 290 A |  |
| 10 | Assigned Operating Power Supply AC-3 (Pe) : | (1000 V) 185 kW(220 / 230 / 240 V) 90 kW(380 / 400 V) 160 kW(415 V) 160 kW(440 V) 160 kW(500 V) 200 kW(690 V) 250 kW |  |
| 11 | Rated breaking capacity AC-3 according to IEC 60947-4-1 | 8 x Ie AC-3 |  |
| 12 | Rated production capacity of the AC-3 according to IEC 60947-4-1 | 10 x Ie AC-3 |  |
| 13 | Short circuit protection device | gG Type of fuses 500 A |  |
| 14 | Maximum switching capacity | - cos phi=0,45 (cos phi=0,35 For the> 100 A) à 440 V 4600 A - cos phi=0,45 (cos phi=0,35 For the > 100 A) à 690 V 3800 A |  |
| 15 | Maximum Electrical Switching Frequency | AC-3 300 cycles per hour AC-1 300 cycles per hour AC-2 / AC-4 150 cycles per hour |  |
| 17 | Mechanical durability | 5 million |  |
| 18 | Maximum mechanical switching frequency | 300 cycles per hour |  |
| 19 | Degree of Protection | acc. The standard IEC 60529, IEC 60947-1, EN 60529 Coil Terminals IP20 acc. The standard IEC 60529, IEC 60947-1, EN 60529 Main terminals IP00 |  |
|  | Dimension (width x depth x length) mm | 140 x 180 x 225 |  |
|  | Weight (kg) | 3,9 |  |

1. **Fire extinguisher**

|  |  |  |  |
| --- | --- | --- | --- |
| N° | Characteristic | Required | Proposed |
| 1 | Type  | Powder extinguisher ABC 6 kg |  |
| 2 | Propellant | Nitrogen |  |
| 3 | Temperature range | -20° +55°c |  |
| 4 | Operating pressure | 14 bars |  |
| 3 | Test pressure | 29 bars |  |
| 4 | Manufacture according to the standard | ISO-9001 |  |

1. **Other equipment**

| N° | Designation | Required characteristics | Proposed features |
| --- | --- | --- | --- |
| 1 | Switching device for 2 outlets MT | CELLULE SM6-24KV 01 IM -01 QM |  |
| 2 | Lightning conductor | Lightning conductor TYPE PTC |  |

**Technical specifications**

**1. Subject**

The present tender document is for the rehabilitation of the Bambadinca mini power plant.

The rehabilitation of the aforementioned mini power plant will involve:

 - The replacement of defective equipment on each of the sites;

 - And improvement and correction works of the existing installations.

We will present in the underlying sections the specific data related to the project.



**Figure 1: Location of the Bambadinca mini-network (lat.: 12.01663, long.: -14.85552)**

**2. Specific data**

* Presentation of the mini power plant.

The mini power plant of Bambadinca is a hybrid PV/Diesel mini power plant of 312 kWp equipped with three diesel generators (brand: Alpha Generator) of 80 kVA. In this section, we will recall the main components of this mini power plant.

The table below presents the general composition of the mini power plant.

**Table 1: Components of the Bambadinca mini power plant**

| **Location** | **Equipments** | **Quantity** |
| --- | --- | --- |
| **PV FIELD** | PV modules (Atersa 250Wp Poly) | 1248 |
| Sunny Mini Central 11.000TL | 24 |
| Lightning conductor DC CITEL In: 20kA, Type 2 | 11 |
| Lightning conductor DC EATON In 20 kA, Type 2 | 08 |
| Fuse gPV | 144 |
| **TECHNICAL ROOM** | Sunny Islands 5048 | 27 |
| OPzS Solar 4600Ah C120 | 216 |
| Bat fuse  | 18 |
| Lightning conductor AC | 0 |
| Multicluster Box 36.3 | 3 |
| Power generators ALFA 80KVA | 3 |

The mini power plant is divided into three independent and identical blocks. This gives it three

independent outlets to the consumers. One of the outlets is 220V (low voltage or LV). The other two

feeders are medium voltage MV. For these two feeders, the voltage has been raised to 6kV to reduce

transmission losses. It will be lowered later to 220V before distribution to customers. In the following

we will name these blocks as follows: LV block; MT1 block, MT2 block. The table below briefly presents

the three blocks.

**Table 2: Characteristics of the blocks of the Bambadinca mini power plant**

| **Group** | **Peak power** | **Central output voltage** | **Length of LV network** | **Length of MV network** | **Total number of subscribers in 2021** |
| --- | --- | --- | --- | --- | --- |
| **Bloc BT** | 104 kWc | 220V | 7 km | 0 | 196 |
| **Bloc MT1** | 104 kWc | 6 kV | 0 | 1,5 km | 254 |
| **Bloc MT2** | 104 kWc | 6kV | 0 | 1,5 km | 184 |

**A synoptic view of the plant is given in the following figure.**



**Figure 2: Synoptic view of one of the three blocks of the Bambadinca mini power plant**

The following figure shows the synoptic of the Bambadinca network.

**Figure 3: Synoptic of the Bambadinca mini power plant network**

* **Replacement of failed equipment**

The table below presents the list of equipment to be provided by the bidder for the replacement of

failed equipment at the Bambadinca mini power plant.

Table 3: List of equipment to be provided by the bidder for replacement of failed/missing elements on site

| **N°** | **Equipment to be provided by the bidder** | **Quantity** |
| --- | --- | --- |
| **1** | Atersa 250Wp Polycrystalline PV Module | 01 |
| **2** | Lightning arrestor DC CITEL In: 20kA, Type 2 | 11 |
| **3** | Lightning arrestor DC EATON In 20 kA, Type 2 | 08 |
| **4** | Sunny Mini Central 11.000TL | 09 |
| **5** | SMA temperature sensor for battery (with cable) | 09 |
| **6** | Electrical production meter (active and reactive energy for PV power plants) or PM5100 data logger | 03 |
| **7** | 4-pole AC circuit breaker 100 A | 02 |
| **8** | Lightning conductor TYPE PTC | 04 |
| **9** | Switching device for 2 MV feeders (CELL SM6-24KV 01 IM -01 QM) | 02 |
| **10** | AC 25KA type 1 surge protector | 03 |
| **11** | Fire extinguisher | 06 |
| **12** | Contactor ABB AF305-30 | 02 |

* **Improvements and corrections to the electrical installations of the mini power plant**
* Rewiring the PV field by connecting to the inverters only strings of 14 PV modules at most. We will have 89 strings of 14 modules (1246 connected to the 24 PV inverters).
* Improve the ventilation of the technical room (screens, fans);
* Put lead on all the meters of the subscribers or customers of the network.
* Install electrical production meters on each feeder of the PV mini-plant;
* Review the other two medium voltage network boxes while putting the neutral on the breaking device (replace the 100A three-pole circuit breaker with a 100A four-pole one);
* Put a lightning rod on top of the pole carrying the two step-down transformers.
* Install a disconnecting device for the two MV feeders of the power plant (cells or any other disconnecting element for MV feeders);
* Verify or control the verticality of each lightning conductor installed on the roof as well as the presence and operation by associating a lightning recorder;
* Install three (03) lightning conductors at the PV fields and replace the lightning conductors that have been working;
* Install lightning arrestors in the cabinets to avoid indirect effects of lightning (multiclusters);
* Fixing fire extinguishing devices at strategic locations.

**PART 3: Marketplace and Forms**

**Section VII. General Administrative Conditions**

**General Conditions of Contract**

These General Conditions of Contract (GCC), together with the Special Conditions of Contract (SCC) and all other documents listed below, constitute a complete document expressing the rights and obligations of the parties.

**1. General Provisions**

**1.1 Definitions**

In these Clauses, including the General Conditions of Contract (GCC) and the Special Conditions of Contract (SCC), the following words and phrases shall be deemed to have the meanings indicated. Words referring to persons or parties include firms and any other legal entity, except where the context otherwise requires.

**1.1.1 The Market**

1.1.1.1 "Contract" means the Contract Agreement signed by the Employer and the Contractor, the Letter of Notification, these Administrative Clauses, the Specifications, the Price Schedules and Bill of Quantities in the case of a unit price contract or the Program of Activities in the case of a lump sum contract, and such other documents, if any, as may be listed in the Contract Agreement or the Letter of Notification

1.1.1.2 "Contract Agreement" means the Contract Agreement referred to in Sub-Clause 1.6 [the Contract Agreement].

1.1.1.3 "Letter of Notification" means the letter of notification of award, signed by the Employer, by which the Employer formally accepts the Bid, including any attached document reflecting a signed agreement between the two Parties. In the absence of such a letter of notification, the term "Letter of Notification" shall mean the Contract Agreement and the date of dispatch or receipt of the Letter of Notification shall be deemed to be the date of signing of the Contract Agreement.

1.1.1.4 "Form of Offer" means the document entitled Form of Offer, completed by the Contractor and including the signed offer made to the Employer for the Goods.

* + - 1. Specifications" are the Specifications included in the Contract and any modifications or additions made in accordance with the terms of the Contract. This document defines the Facilities.
			2. Drawings" are the drawings relating to the Facilities included in the Contract and any modifications or additions made by (or on behalf of) the Employer in accordance with the terms of the Contract.
			3. Price Schedules" are the documents entitled Price Schedules, completed by the Contractor and submitted with the Bid, included in the Contract. These documents may include an estimated bill of quantities, and price lists.
			4. Bid" means the document entitled Bid Form together with the other documents submitted by the Contractor with the Bid Form and included in the Contract.
			5. SCC" means Special Conditions of Contract.
		1. **Parties and Entities**
			1. Party" means the Employer or the Contractor, as the context requires.
			2. Owner" means the legal entity designated as The Owner in the SCC and any legal successor to that entity.
			3. Contractor" means the legal entity (ies) identified as the Contractor in the Bid Form accepted by The Employer and any legal successors to such entity (ies).
			4. The Employer's representative is the person designated in the SCC (or other competent person appointed by The Employer whose name is notified to the Contractor.
			5. The Contractor's Representative is the person designated by the Contractor and approved by the Employer in the manner specified in GCC Sub-Clause 4.1.2 [Contractor's Representative and Site Manager] to carry out the responsibilities delegated to him by the Contractor.
			6. Subcontractor" means any corporation named in the Contract as a subcontractor or any corporation named as a subcontractor for any part of the Work, and any legal successor(s) to such person(s).
			7. Conciliation Board" is the person(s) designated as such in the SCC, appointed by mutual agreement of the Employer and the Contractor to resolve disputes in the first instance in accordance with the provisions contained in Sub-Clause 8.2.1 [Conciliation Board].
			8. Bank" means the financial institution, if any, designated in the SCC.
			9. Borrower" means the person, if any, designated as the Borrower in the SCC.
		2. **Dates, Tests, Periods and Completion**
			1. "Baseline Date" means the date 28 days prior to the deadline for submission of Bids.
			2. Award Date" is the date specified in the SCC.
			3. Date of Completion" is the date of completion of the Facilities, or a Section of the Facilities (if any), certified by the Employer or its representative in accordance with GCC Clause 2.2.2 and other relevant provisions of the Contract.
			4. Acceptance Test" means the test or tests, if any, specified in the Contract that are performed in accordance with the Specifications prior to the issuance of the "Operational Acceptance Certificate.
			5. Operational Acceptance Certificate" means a certificate issued by the Project Manager in accordance with Sub-Clause 4.9 [Commissioning and Operational Acceptance.
			6. Day" means a calendar day and "year" means 365 days.
		3. **Contract Amount and Payments**
			1. Contract Price" means the price set forth in GCC Clause 3.1 [Contract Price], including any changes that may be made under the Contract.
		4. **Works and Goods**
			1. Contractor's Material" means all apparatus, machinery, vehicles or things necessary for the execution and completion of the Facilities and for the removal of any Defects to be provided by the Contractor, but does not include Temporary Facilities, Employer's Materials (if any), Equipment, Materials and all other things intended to be or forming part of the Permanent Facilities.
			2. Materials" are all supplies (excluding Equipment), intended to form part of the Facilities, including spare parts (if any), to be supplied by the Contractor under the Contract.
			3. Facilities" means the equipment, apparatus, machinery, materials and other equipment to be supplied and incorporated by the Contractor into the Facilities on a permanent basis under the Contract (including spare parts to be supplied under GCC Sub-Clause 2.1), but does not include the Contractor's Plant.
			4. Installation Services" means those services incidental to the supply of the Facilities to be provided by the Contractor under the Contract, i.e. transportation, provision of marine or other similar insurance, inspection, shipping services site preparation work (including supply and use of Contractor's equipment, and supply of all necessary construction materials), erection, testing, preliminary commissioning, start-up, operation, maintenance, supply of operation and maintenance manuals, training, etc. as required.
		5. **Other Definitions**

1.1.6.1 "Contractor's Documents" means the design notes, design programs and other software, drawings, manuals, models and other documents of a technical nature, if any, furnished by the Contractor under the Contract.

1.1.6.2 "Country" means the country in which the Site (or most of the Site) is located.

1.1.6.3 "Force Majeure" is defined in GCC Sub-Clause 6.7 [Force Majeure].

1.1.6.4 "Applicable Law" means all national or local laws and regulations, statutes, ordinances and other rules issued by any legally constituted authority.

1.1.6.5 "Performance Security" means the security (or securities, if any) designated in GCC Sub-Clause 3.3.3 [Performance Security].

1.1.6.6 "Site" means the place on which the Permanent Facilities are to be performed, including the storage and work areas to which the Plant and Materials are to be delivered, and such other places as the SCC may designate as part of the Site.

1.1.6.7 "Unforeseeable" or "unforeseen" means a situation that cannot be reasonably foreseen by an experienced Owner on the Record Date.

1.1.6.8 "Change Order" is defined in GCC Sub-Clause 7.1 [Change Orders].

**1.2 Interpretation**

1.2.1 In the Contract, unless the context otherwise requires:

 (a) Masculine shall also mean feminine and vice versa;

 (b) The singular shall include the plural and the plural shall include the singular;

 c) Any provision referring to an "agreement" requires an agreement in writing;

 d) "Writing" or "in writing" means handwritten, typed, printed or electronically, and results in a permanently retained record;

1.2.2 Headings and margin notes in the GCC shall not form part of the Contract or affect its interpretation.

1.2.3 If the SCC indicates that Completion will be by Sections, the references in the SCC to Facilities, Completion Date and Estimated Completion Date shall apply to each Section of the Facilities (other than references to Completion Date and Estimated Completion Date relating to the entire Facilities).

**1.2.3 Incoterms**

Subject to any inconsistencies with the terms of the Contract, the meaning of a trade term and the corresponding rights and obligations of the parties to the Contract shall be as prescribed by the International Commercial Terms - Incoterms (latest edition). Published by the International Chamber of Commerce 38 Cours Albert 1er, 75008 Paris, France.

**1.2.4 Entire agreements**

Subject to the provisions of GCC Sub-Clause 1.10, the Contract represents the entire agreement between the Employer and the Contractor with respect to the subject matter of the Contract and supersedes all communications, negotiations and agreements (whether written or oral) between the Parties with respect to the subject matter of the Contract prior to the Contract date.

**1.2.5 Amendments**

Amendments and other modifications to the Contract shall not be effective unless they are in writing, dated, expressly refer to the Contract and are signed by a duly authorized representative of each Party to the Contract.

**1.2.6 Independent Contractor**

The Contractor is a contractor performing the Contract independently. The Contract does not create any agency or partnership relationship between the Parties to this Contract. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. Any employees, representatives, or subcontractors engaged by the Contractor in the performance of the Contract shall be under the full control of the Contractor and shall not be deemed to be employees of the Employer. Nothing contained in the Contract or in the Contractor's subcontract shall be construed to create any contractual relationship between such employees, representatives or subcontractors and the Employer.

**1.2.7 No Waiver**

Subject to the provisions of GCC 1.2. 7 of the GCC, no waiver, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the Contract, or the granting of any extension of time by either Party to the other, shall prejudice, affect or restrict that Party's rights under the Contract, nor shall the waiver by either Party of any claim for damages for any breach of the Contract constitute a waiver of any claim for damages for any subsequent or continued breach of the Contract.

Any waiver of a Party's rights, powers or remedies under the Contract shall be in writing, shall be dated and signed by an authorized representative of the Party granting such waiver, and shall specify the right being waived and the scope of such waiver.

**1.2.8 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 the remaining terms and conditions of the Contract.

**1.2.9 Country of Origin/Eligibility**

"Country of origin" means the country where the goods are mined, grown, produced, manufactured, or processed; or the country where a process of manufacturing, processing, or assembly of major and integrated components results in a marketable item with basic characteristics substantially different from those of its imported components. "Eligible countries" means eligible countries and territories.

* 1. **Communications**

1.3.1 Where these Administrative Clauses refer to the granting or issuance of an approval, certificate, consent, decision, notification, application or release, such communications shall be made in the following manner:

 (a) In writing and delivered personally (against receipt), by mail, special courier, electronic data transmission as provided in the SCC; and

 (b) Delivered, addressed or transmitted to the address of the relevant Party set forth in the SCC. However:

 (c) If the recipient notifies the other Party of a change of address, the communication shall be made to the new address; and

 (d) If the Recipient does not stipulate otherwise when submitting a request for approval or consent, the other Party's response may be made to the address from which such request was issued.

 (e) An approval, certificate, consent or decision shall not be left unanswered or unreasonably delayed. Where a certificate is issued by one Party, that Party shall send a copy to the other Party.

1.3.3 Where a notice is given to a Party by the other Party or its representative, a copy shall be sent to the representative or the other Party, as the case may be.

1.4. Applicable Law and Language

1.4.1 The Contract shall be governed by and construed in accordance with the laws of the country or other jurisdiction specified in the SCC.

The language of the Contract shall be as set forth in the SCC.

The language of communications shall be as specified in the SCC. If no such language is specified, the language of communication shall be the language of the Contract.

1.4.2 Additional documents and printed materials forming part of the Contract shall be in the French language.

1.5 Priority of Documents

1.5.1 The documents forming the Contract are mutually complementary. For purposes of interpretation, the following order of priority shall apply:

(i) The Contract Agreement (if any),

(ii) The Letter of Notification,

 (iii) The Bid,

 (iv) The SCC,

 (v) GCC,

(vi) Specifications,

 (vii) Drawings, and

 (viii) Price Schedules and any other documents forming part of the Contract.

1.5.2 In case of ambiguity or contradiction in the documents, the Employer shall issue any clarification or instruction that may be necessary.

1.6 Contract Agreement

1.6.1 The Parties shall execute a Contract Agreement within 28 days of the Contractor's receipt of the Letter of Notification, unless otherwise provided in the SCC. The Deed of Undertaking shall be in the form set forth in Section IX, Contract Forms.

1.7 Assignment

1.7.1 Neither the Employer nor the Contractor shall assign, in whole or in part, its contractual obligations under the Contract. However either Party may:

 (a) Assign all or part of the obligations with the prior consent of the other Party, at the sole discretion of that Party; and

 (b) As security for the benefit of a bank or financial institution, assign its rights to payments due or to become due under the Contract.

**1.8 Licenses/Use of Technical Information**

1.8.1 For the purpose of operation and maintenance of the Facilities, the Contractor shall be deemed (by signing the Contract) to have granted to the Employer a non-exclusive, non-transferable license (but without the right to sublicense) under the patent rights or other industrial property owned by the Contractor or a third party from whom the Contractor has obtained the right to grant corresponding licenses, and shall also give the Employer the non-exclusive, non-transferable right (but not the right to sublicense) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing herein shall be construed as transferring ownership of any patent, model, trademark, design, copyright, know-how, or other industrial property of the Contractor or third party to the Employer.

 1.8.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor shall remain with the Contractor or, if furnished directly to the Employer or through the Contractor by a third party, including material suppliers, the copyright in such materials shall remain with such third party.

**1.9 Contractor's Use of Owner's Documents**

1.9.1 The Employer retains the copyright and other intellectual property rights in the Specifications, Drawings and other documents produced by (or on behalf of) the Employer. The Contractor shall have the right, at its own expense, to copy, use or obtain access to such documents for the purposes of the Contract. The Contractor shall not release such documents to any third party without the consent of the Employer, except to the extent necessary for the purposes of the Contract.

**1.10 Confidential Information**

1.10.1 The Employer's and Contractor's personnel shall disclose such confidential information to the extent reasonably necessary to verify the Contractor's compliance with the terms of the Contract and to permit its performance. The Employer and Contractor shall respect the confidentiality of, and shall not disclose without the written consent of the other party, any documents, data or other information provided directly or indirectly by the other party to the Agreement under the Contract, whether such information is provided prior to, or during or after, performance or termination of the Contract.

The Employer and the Contractor shall maintain the confidentiality of the Contract particulars subject to their respective contractual obligations and obligations under applicable law. They shall not publish or disclose any data concerning the Goods prepared by the other Party without the prior consent of that Party. However, the Contractor may disclose any information that is publicly available, or any information necessary to substantiate its qualifications to compete for other projects.

1.10.2 Notwithstanding the above, the Contractor may give its Subcontractor(s) any documents, data and other information it receives from the Employer to the extent necessary to enable the Subcontractor(s) to perform its work under the Contract, in which case the Contractor shall require such Subcontractor(s) to give an undertaking of confidentiality similar to the undertaking required of the Contractor under this clause.

1.11 Legal Obligations

1.11.1 In performing its obligations under the Contract, the Contractor shall comply with the Applicable Law.

1.11.2 Except as otherwise provided in the SCC:

(a) the Employer shall obtain, at its own expense, all permits, approvals and/or licenses from all local, regional or national authorities or any public authority in the Employer's country (i) that it is responsible for obtaining on its own behalf, (ii) to enable it to perform the Contract, including those necessary for the Contractor and the Employer to fulfill their respective contractual obligations;

(b) the Contractor shall obtain, at its own expense, all permits, authorizations and/or licenses from all local, regional or national authorities or any public authority in the Employer's country that it is required to obtain in its own name in order to perform the Contract, including, but not limited to, visas required for its personnel and those of the Subcontractors, and import permits for all of its equipment. The Contractor shall acquire such other permits, authorizations and licenses as are not the responsibility of the Employer, pursuant to GCC Sub-Clause 1.11.2(a), and as are necessary for the performance of the Contract. The Contractor shall indemnify and save harmless the Employer from and against all liabilities, damages, losses and expenses of any kind arising or resulting from any breach of law by the Contractor and its personnel, including Subcontractors and their personnel, subject to the provisions of GCC Sub-Clause 2.4.1.

**1.12 Joint and Several Liability**

1.12.1 If the Contractor is a joint venture, consortium or association (JV) of two or more firms, such firms shall be jointly and severally liable to the Employer for compliance with the provisions of the Contract, except as otherwise provided in the SCC, and shall designate one of such firms to act as joint agent with authority to bind the JV. The composition or constitution of the GECA shall not be changed without the prior consent of the Employer.

**1.13 Inspection and verification by the project owner**

1.13.1 The Contractor shall permit the Employer to inspect the Site and/or the documents and records pertaining to the performance of the Contract and to have them audited by auditors appointed by the Employer, if requested by the Employer.

1.13.2 The Contractor shall retain all documents and records relating to the Contract for a period of three (3) years after completion of the Facilities. The Contractor shall turn over any documents necessary for an investigation of an allegation of fraud, collusion, coercion or corruption and shall require its employees or agents having knowledge of the Contract to answer any questions from the Bank.

**1.14 Fraud and Corruption**

1.14.1 As a matter of policy, the Employer shall, in connection with contracts financed by it, require Borrowers (including recipients of its financing), as well as bidders and their agents (whether declared or undeclared), subcontractors, subconsultants, service providers, or suppliers, and their personnel, to observe the highest ethical standards in the procurement and execution of such contracts. Under this principle, the contractor:

(a) for the purposes of this provision, defines the following terms as follows (i) a person who offers, gives, solicits or accepts, directly or indirectly, anything of value to improperly influence the action of another party is guilty of "bribery

(ii) engages in a "corrupt practice" if he or she acts or refrains from acting, or misrepresents facts, deliberately or recklessly misleads or seeks to mislead a party in order to obtain a financial or other advantage or to avoid an obligation

(iii) engages in "collusion" of parties who collude to achieve a wrongful purpose, including unduly influencing the actions of other parties;

(iv) engages in "coercive conduct" when a person harms or injures, or threatens to harm or injure, directly or indirectly, a party or its property in order to improperly influence the actions of that person;

 (v) engages in "obstructive conduct

(v.1) one who deliberately destroys, falsifies, alters or conceals evidence upon which an investigation is based or makes false statements to investigators for the purpose of obstructing an investigation by the owner of charges relating to bribery, fraud, coercion or collusion; and/or threatens, harasses or intimidates a person for the purpose of preventing that person from disclosing information relating to that investigation or preventing that person from furthering the investigation; or

(v.2) who deliberately interferes with the exercise by the Owner of its right of examination and audit as provided in Section 1.13 [Inspection and Audit by the Owner].

 (b) reject the proposal for award of the contract if it determines that the bidder recommended for award or any of its personnel or their agents, subconsultants, subcontractors, service providers, suppliers and/or employees, is guilty, directly or indirectly, of bribery or has engaged in fraudulent, collusive, coercive or obstructive practices in connection with the procurement of the contract;

 (c) declare the procurement non-compliant and cancel the portion of the financing allocated to a procurement if it determines at any time that representatives of the Borrower or a recipient of the proceeds of the financing have engaged in corrupt or fraudulent, collusive (c) The Borrower shall not be liable for any loss or damage suffered by the Borrower or any recipient of the proceeds of financing if the representatives of the Borrower or any recipient of the proceeds of financing have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process or the execution of the contract without the Borrower having taken timely action to the satisfaction of the Owner to remedy the situation, including failure to inform the Owner in a timely manner when they become aware of such practices;

 (d) shall sanction the firm or supplier at any time, in accordance with the Employer's sanction procedures, including by publicly declaring the firm or supplier, either indefinitely or for a specified period of time, to be excluded from (i) any award of contracts financed by the Employer; and (ii) any opportunity to be selected as a subcontractor, supplier, or service provider to a firm that is otherwise eligible to be awarded a contract financed by the Employer; and

 (e) may require that the bidding documents and contracts financed by the contracting authority contain a clause requiring bidders, and their agents, staff, subconsultants, subcontractors, service providers, or suppliers, to permit the Bank to examine all their accounts, records, and other documents relating to the bidding and performance of the contract, and to submit them for audit to auditors designated by the Bank.

**2. Subject of the Contract**

 2.1 Scope of Services

2.1.1 Subject to express limitations to the contrary contained in the Technical Specifications, the Contractor's obligations shall cover the Supply and Installation of Equipment for the rehabilitation of the Bambadinca Mini Power Plant in Guinea-Bissau in accordance with the procedures, specifications, and other documents specified in the Technical Specifications.

2.1.2 The Contractor shall, except as may be excluded by the Contract, perform the Work and supply such items and materials not specifically mentioned in the Contract but as may reasonably be inferred from the Contract to be necessary for the proper completion of the Facilities as if such Work, items and materials were specifically mentioned in the Contract.

**2.2 Start and Completion Dates**

2.2.1 The Contractor shall commence the Work within the period specified in the SCC and, without prejudice to GCC Sub-Clause 5.1.2, the Contractor shall thereafter proceed with the Work in accordance with the Time Schedule set forth in the corresponding Appendix (Time Schedule) to the Contract Agreement.

2.2.2 The Contractor shall complete the Facilities within the time specified by the Employer.

**2.3 Contractor's Responsibilities**

2.3.1 The Contractor shall install and complete the Facilities with due care and diligence in accordance with the Contract.

2.3.2 The Contractor confirms that it has entered into this Contract after reviewing the information concerning the Facilities (including all data concerning test pits) provided by the Employer, and any information it may have obtained through a visual inspection of the site (if available) and any other information already available concerning the Facilities twenty-eight (28) days prior to the deadline for submission of bids. The Contractor acknowledges that a lack of knowledge on his part of such data and information shall not relieve him of the responsibility of correctly estimating the difficulty or cost of properly performing the Facilities.

2.3.3 The Contractor shall obtain all permits, approvals and licenses from all local, regional or national authorities in the country of location of the Site, which the Contractor shall obtain in its own name from governmental authorities or departments and which are necessary for the performance of the Contract, including, but not limited to, approvals for the Contractor's personnel and subcontractors and approvals for the import of the Contractor's equipment. The Contractor shall acquire such other permits, authorizations and licenses as are not the responsibility of the Employer under GCC Sub-Clause 10.3 and are necessary for the performance of the Contract.

2.3.4 The Contractor shall comply with the law of the country in which the facilities are located and in which the Contractor performs installation services. Such law shall include national, state, local or other regulations relating to the performance of the Contract that are applicable to the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and costs of any nature arising out of or resulting from the Contractor's or its personnel's, including subcontractors and their personnel's, violation of such laws, but without prejudice to GCC Sub-Clause 10.1.

2.3.5 All materials, equipment, materials and services to be incorporated in or required for the Facilities and supplies whatsoever shall be sourced in accordance with GCC Clause 1.

2.3.6 The Contractor shall permit the Employer and/or any person designated by the Employer to inspect the Site and to examine the documents and records relating to the performance of the Contract and to have them audited by auditors appointed by the Employer.

2.3.7 If the Contractor is a joint venture, consortium or association (JV) of two or more firms, such firms shall be jointly and severally liable to the Employer for compliance with the provisions of the Contract, except as otherwise provided in the SCC, and shall designate one of such firms to act as joint agent with authority to bind the JV. The composition or constitution of the GECA shall not be changed without the prior consent of the Employer.

**2.4 Employer's Responsibilities**

2.4.1 The Employer shall ensure the accuracy of all information and data to be provided to the Contractor as described in the corresponding Appendix (Employer's Scope of Works and Supplies) to the Contract Agreement, subject to any provisions to the contrary in the Contract.

2.4.2 The Employer shall be responsible for acquiring and providing legal and physical possession of and access to the Site, and possession, use and access to all other areas reasonably necessary for the proper performance of the Contract, including all related rights of way, as set forth in the corresponding Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement. The Contractor shall give full possession of and grant all rights of access to the Site on or before the date(s) specified in the same Appendix.

2.4.3 The Employer shall obtain and pay for permits, authorizations, approvals and licenses from the local, regional or national authorities in the country where the site is located, which the Employer shall obtain on behalf of the Contractor from governmental authorities and departments and which are necessary for the performance of the Contract (including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract), specified in the corresponding Appendix (Scope of Works and Supply by the Employer) to the Contract Agreement.

2.4.4 Upon request by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely manner and with due diligence from local, regional and national governmental agencies or departments, the permits, authorizations and licenses necessary for the performance of the Contract required by such agencies for the Contractor, its Subcontractors or the Contractor's or its Subcontractors' personnel as the case may be.

2.4.8 In the event that the Employer fails to comply with its obligations under this Clause, the resulting additional cost to the Contractor shall be determined by the Employer's Representative and added to the Contract Sum.

 **3- Payment**

 3.1 Contract Amount

3.1.1 The Contract Price shall be the price specified in Article 2 (Contract Price) of the Contract Agreement.

3.1.2 Unless otherwise specified in the SCC, the Contract Price shall be a fixed lump sum that is subject to change only in the event of changes in the Facilities or in accordance with the specific provisions of the Contract.

3.1.3 Subject to GCC Sub-Clauses 2.3.2, 2.4.1, and 6.5, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided in the Contract, cover all of its obligations under the Contract.

**3.2 Terms of Payment**

3.2.1 The Contract Price shall be paid as provided in the corresponding Appendix (Terms of Payment) to the Contract Agreement. The procedure to be followed for payment requests and payments shall be as specified in the same Appendix.

3.2.2 No payment made by the Employer hereunder shall be deemed to be acceptance by the Employer or any part thereof.

3.2.3 In the event that The Employer fails to make any payment due on its due date, or within the period fixed by the Contract, The Employer shall be liable to pay to the Contractor interest on the amount of such arrears at the rate set forth in the corresponding Appendix (Terms of Payment) to the Contract Agreement for the entire period of delay until payment in full is made, whether before or after a judgment or award.

**3.3 Guarantees**

3.3.1 Issuance of Guarantees

The Contractor shall provide the guarantees described below in favor of the Employer at the times, in the amount, in the manner and in the form indicated below.

3.3.2 Advance Payment Guarantee

Within twenty-eight (28) days after notification of the award of the Contract, the Contractor shall provide a guarantee in the amount of the advance payment calculated in accordance with the corresponding Appendix (Terms of Payment) to the Contract Agreement and in the same currency or currencies.

3.3.3 Performance Security

Within twenty-eight (28) days after notification of the Contract, the Contractor shall furnish a performance security for the amount specified in the SCC.

3.3.4 The security will be denominated in the currency or currencies of the Contract, or in a freely convertible currency satisfactory to the Employer, and will follow one of the forms provided in the Bidding Documents, as specified by the Project Owner in the CCAP, or any other document satisfactory to the Project Owner.

3.3.5 Unless otherwise provided by the CCAP, the warranty period shall be automatically reduced by half on the date of operational acceptance, three hundred and sixty-five (365) days after the operational acceptance of the Installations, provided however that, if the period warranty has been extended for any part of the Installations in accordance with GCC Clause 5.2.8. The Builder shall issue an additional guarantee for an amount equal to the amount of the Contract for this part. The warranty shall be returned to the Builder immediately after its expiration, subject however, in the event that the Builder under GCC Clause 5.2.10 has an extended warranty obligation, an extension of the performance warranty for the period specified in the SCC in accordance with GCC Clause 5.2.10 and for the amount specified in the SCC.

3.3.6 The Employer may only enforce the Performance Security for amounts to which it is entitled under the Contract. The Employer shall indemnify and hold harmless the Developer from any damage, loss or expense (including costs and attorneys' fees) resulting from the claim under the performance guarantee to the extent that the Employer The book was not entitled to make this claim.

3.4 Taxes and duties

3.4.1 Unless otherwise stated in the Contract, the Builder shall bear and pay all duties, taxes, levies and charges imposed on the Builder, its subcontractors or their employees by any local, regional or national authority in connection with the Installations in the country where the site is located or abroad.

3.4.2 If the Builder benefits from tax exemptions, reductions, allowances or privileges in the country where the site is located, the Project Owner must make its best efforts to allow the Builder to take full advantage of these exemptions, reductions, allowances or privileges..

.**4. Assembly of the Facilities**

4.1.1 Representatives

Employer's Representative

Upon notification of the contract, the Employer shall appoint its representative prior to the commencement of field activities, who shall work in harmony with the Contractor.

The contractor is obliged to respect and take into account all recommendations and suggestions of the owner's representative.

All notices, instructions, orders, certificates, authorizations and other communications given under the Contract shall be issued by the Employer's Representative.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Employer's Representative.

4.1.2 Contractor's Representative and Construction Manager

Once the Contractor receives notification of the Contract, he shall notify the Employer of his representative.

The representative shall be the contact between the Employer and the Contractor. Nevertheless, the project owner reserves the right to approve or not the representative proposed by the contractor. In case of refusal, the project owner is obliged to give the reasons for this refusal to the contractor.

4.1.3 The Contractor's Representative shall represent and act for the Contractor at all times during the term of the Contract and shall give the Employer's Representative all information and other communications from the Contractor under the Contract.

All notices, instructions, information and other communications given by the Employer or its representative to the Contractor under the Contract shall be given to the Contractor's Representative or, in his absence, to his deputy.

The Contractor shall not remove its Representative without the prior written consent of the Employer, who shall not unreasonably withhold its consent. If the Employer consents, the Contractor shall appoint another Contractor's Representative in accordance with the procedure described in GCC Sub-Clause 4.1.2.

4.1.4 The Contractor's Representative may, subject to the consent of the Employer, who shall not unreasonably withhold his consent, delegate at any time to any person any power, duty or authority vested in him. Such delegation may be revoked at any time. Such delegation or revocation shall be subject to prior written notice signed by the Contractor's Representative, specifying the powers, duties and authorities so delegated or revoked. Such delegation or revocation shall be ineffective until a copy of the notice of such delegation or revocation has been delivered to the Employer.

Any act or exercise by any person of powers, duties and authorities so delegated pursuant to this GCC Sub-Clause 4.1.4 shall be deemed to have been done or exercised by the Contractor's Representative.

4.1.5 From the commencement of the erection of the Facilities on the Site until the completion of the Facilities, the Contractor's Representative shall appoint an appropriate person as the Construction Manager (hereinafter referred to as the "Construction Manager"). The Construction Manager shall supervise all work performed on the Site by the Contractor and shall be present on the Site during normal working hours, except in the event of leave, illness or absence for reasons related to the proper performance of the Contract. Whenever the Construction Manager is absent from the site, a suitable person shall be appointed to act as his deputy.

4.1.6 The Employer may, by notice to the Contractor, object to the selection of any representative or person employed by the Contractor in the performance of the Contract who the Employer has reasonable cause to believe is misbehaving, incompetent, negligent, or in serious violation of the Site Rules and Regulations issued under GCC Sub-Clause 4.6.20. The Employer shall provide proof of such conduct and the Contractor shall remove such person from the site.

4.1.7 If a representative or person employed by the Contractor is removed from the site of the Work in accordance with GCC Sub-Clause 4.1.6, the Contractor shall promptly appoint a replacement, if deemed necessary by the Employer.

**4.2 Work Schedule**

4.2.1 Contractor's Organization

Within twenty-one (21) days after the Effective Date, the Contractor shall provide to the Employer and the Project Manager an organizational chart showing the Contractor's proposed organization for the performance of the Facilities, including the identity of the senior personnel and the resumes of the persons to be employed. The Contractor shall promptly notify the Employer and its representative in writing of any revision or change in this organization chart.

4.2.2 Performance Program

Within twenty-eight (28) days after the date of signing of the Contract, the Contractor shall prepare and submit to the Employer's Representative a detailed program of performance of the Contract showing the order in which it proposes to perform the Work.

4.2.3 Progress Report

The Contractor shall monitor the progress of all activities, specified in the program referred to in Sub-Clause 4.2.2 above, and shall submit a weekly progress report to the Employer's Representative. The weekly report shall include, in the event of any delay in the schedule of any activity, comments and a description of the probable consequences of such delay and the corrective measures taken.

4.2.4 Progress of Implementation

If at any time the Contractor's actual progress of the Work falls behind the schedule referred to in Sub-Clause 4.2.2 above, or if it becomes apparent that it will fall behind, the Contractor shall prepare and submit at the request of the Employer or its representative a revised schedule taking into account the circumstances.

4.2.5 Work Procedures

The Contract shall be performed in accordance with the Contract Documents and procedures specified in the Sample Documents and Procedures section of the Contract Documents.

The Contractor may perform the Contract in accordance with its own standard project execution plans and procedures to the extent that they are not inconsistent with the provisions of the Contract.

**4.5 Procurement of Equipment**

4.5.1 Equipment

Subject to the provisions of GCC Sub-Clause 3.4.1, the Contractor shall manufacture or procure and transport to the Site all Equipment in a timely and orderly manner.

4.5.2 Transportation

The Contractor shall transport to the Site at its own risk and expense all Plant and Equipment and Contractor's Equipment by such mode of transportation as the Contractor deems most appropriate under the circumstances.

4.5.3 Except as otherwise provided in the Contract, the Contractor shall be entitled to select any safe and secure mode of transportation to move the Plant and Equipment and the Contractor's Equipment.

4.5.4 Upon shipment of each shipment of Contractor's Plant and Equipment, the Contractor shall notify the Employer by electronic means of the designation of the Contractor's Plant and Equipment, the point of departure, the method of shipment, and the point and place of arrival in the country and on the Site. The Contractor shall furnish the Employer with all appropriate packing slips and data sheets to be agreed upon by the parties.

4.5.5 The Contractor shall be responsible for obtaining, if necessary, authorizations from the competent authorities for the transport of materials to the site. The Employer shall timely and diligently do everything in its power to assist the Contractor in obtaining such permits, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer against any claim for damage to roads, bridges or any other transportation infrastructure that may be caused by transportation to the site.

4.5.6 Customs clearance

The Contractor shall at his own expense handle all materials and equipment to the point(s) of import, and carry out all customs clearance formalities, subject to the obligations of the Employer, and if the laws or regulations in force require any request or act to be done by or on behalf of the Employer, the Employer shall take all necessary steps to comply with such laws or regulations.

**4.6 Commissioning and Operational Acceptance**

4.6.1 Operational commissioning

The Contractor shall commence Commissioning of the Facilities or any part thereof immediately upon the issuance by the Employer's Representative of the Certificate of Completion or immediately upon the Facilities or such part thereof being deemed completed.

4.6.2 Compliance and Operational Guarantees Test ("Guarantee Test")

The Guarantee Test (and its repetitions) shall be performed by the Contractor during the Operational Commissioning of the Facilities to determine whether the Facilities can achieve the Operational Guarantees specified in the Technical Specifications. The Contractor's personnel and the Employer's personnel shall be present at the performance of this Guarantee Test. The Employer shall promptly provide the Contractor with all information that the Contractor may reasonably require in connection with the conduct and results of the Guarantee Test.

4.6.3 As soon as the operational acceptance has been carried out, the Contractor may at any time give notice to the Employer requesting the issue of an operational acceptance certificate, in the form provided for in the tender documents or in any other form acceptable to the Employer.

**5. Guarantees and Liabilities**

 5.1 Time for Completion Guarantee

5.1.1 The Contractor warrants that he will complete the Facilities within the time specified by the Employer.

5.1.2 If the Contractor fails to complete the Facilities or any part thereof within the Time for Completion, the Contractor shall pay to the Employer a liquidated delay penalty in the amount specified in the SCC. The total amount of this delay penalty shall in no case exceed a maximum of 10% of the amount of the financial bid. When the "Maximum" is reached, the Employer may consider terminating the Contract.

**5.2 Guarantees**

5.2.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in design, engineering, materials and construction, both as regards the materials and equipment installed and the work performed.

5.2.2 In the event that any manufacturing, engineering or other defect in the Equipment installed or in the work performed by the Contractor should appear during the Warranty Period, the Contractor shall repair, replace or recondition such Equipment or work at its own expense and remedy any damage to the Facilities caused by such defect, after consultation and agreement with the Employer as to the most appropriate means of remedying such defect. It is understood, however, that the Contractor shall not be responsible for repairing, replacing or restoring any defects or damage to the Facilities arising from or resulting from any of the following causes

(a) the improper operation or maintenance of the Facilities by the Employer, or

(b) operation of the Facilities outside the Contract Specifications, or

(c) normal wear and tear.

5.2.3 The Contractor's obligations under this GCC Sub-Clause 5.2 shall not apply to any studies, specifications or other data respectively made, furnished or imposed by or on behalf of the Employer or any other item for which the Contractor has disclaimed responsibility.

5.2.4 The Employer shall give notice to the Contractor of the nature of the defect, together with all available evidence of its existence, without delay. Upon discovery of the defect, the Employer shall give the Contractor every reasonable opportunity to inspect the defect.

5.2.5 The Employer shall provide the Contractor with such access to the Facilities and the Site as is necessary to enable the Contractor to perform its obligations under this GCC Sub-Clause 5.2.

The Contractor may, with the consent of the Employer, remove from the Site defective Plant and Equipment or any defective part of the Facilities, if the nature of the defect and/or the damage to the Facilities caused by such defect is such that the necessary repairs cannot be made promptly on the Site.

5.2.6 If the nature of the repair, replacement or restoration is such that it may affect the performance of the Facilities or any part thereof, the Employer may issue a notice to the Contractor requiring the Contractor to carry out tests on the defective Facilities immediately upon completion of such remedial work, upon which the Contractor shall carry out such tests.

In the event that such portion of the Facilities fails to pass such tests, the Contractor shall perform such additional repair, replacement or rehabilitation work (as the case may be) as may be necessary until such portion of the Facilities passes such tests. The tests shall be mutually agreed upon by the Employer and the Contractor.

5.2. 7 If the Contractor fails to undertake the necessary work to remedy such defect or any damage to the Facilities caused by such defect within a reasonable period of time (which shall in no case be less than fifteen (15) days), the Employer may undertake such work itself, after notice to the Contractor, and, to a reasonable extent, the costs incurred by the Employer in connection with such work shall be paid to the Employer by the Contractor or may be deducted by the Employer from any sums due to the Contractor or claimed under the Performance Bond.

5.2.8 If the Facilities or any part thereof cannot be used because of such defect and/or the work to remedy such defect, the warranty period for the Facilities or such part, as the case may be, shall be extended for a period equal to the period during which the Facilities or such part cannot be used by the Employer for either of the above reasons.

5.2.9 Except as provided in GCC Sub-Clauses 5.2 and 5. 4 of the GCC, the Contractor shall have no liability, either under the Contract or under applicable law, for defects in the Facilities or any part thereof or in Plant and Equipment, engineering or work performed by the Contractor, which become apparent after completion of the Facilities or any part thereof, unless such defects were caused by the Contractor's culpable negligence, fraud, tort or gross negligence.

5.2.10 In addition, those portions of the Facilities identified in the SCC shall be covered by an extended warranty for the period specified in the SCC. These obligations of the Contractor are in addition to the obligations resulting from the warranty period defined in GCC Sub-Clause 5.2.2.

**5.3 Operational Guarantees**

5.3.1 The Contractor warrants that the Facilities and all parts thereof will achieve the performance guarantees specified in the corresponding Appendix (Operational Guarantees) to the Contract Agreement, when the Guarantee Test is carried out, under the conditions stipulated in the Contract.

5.3.2 If, for reasons attributable to the Contractor, the Operational Guarantees specified in the corresponding Appendix (Operational Guarantees) to the Contract Agreement do not attain the Guaranteed Level, in whole or in part, the Contractor shall, at its own expense, make such changes, modifications and/or additions to the Facilities or parts thereof as may be necessary to attain at least the Guaranteed Level of such Operational Guarantees. The Contractor shall notify the Employer when he has completed the necessary changes, modifications and/or additions, and shall request the Employer to carry out a new guarantee test until the guaranteed level has been reached. If the Contractor fails to achieve the minimum level of operational guarantees, the Employer may consider terminating the Contract.

5.3.3 If, for reasons attributable to the Contractor, the Operational Guarantees specified in the corresponding Appendix (Operational Guarantees) to the Contract Agreement are not achieved, in whole or in part, but the minimum level of Operational Guarantees specified in the same Appendix is achieved, the Contractor shall, at the option of the Employer:

(a) Make such changes, modifications and/or additions to the Facilities or any part thereof, at its own expense, as may be necessary to achieve the Operational Guarantees, and request the Employer to conduct a new Guarantee Test;

b) Or pay the Employer a lump-sum compensation for failure to comply with the operational guarantees, in accordance with the aforementioned schedule.

5.3.4 Payment of the liquidated damages referred to in Sub-Clause 5.3.3 above, up to the maximum amount specified in the Appendix (Operational Guarantees) to the Contract Agreement, shall fully satisfy the Contractor's guarantee obligations under Sub-Clause 5.3.1 above and any other corresponding or equivalent provision of the Contract, whereby the Contractor shall have no further liability to the Employer in respect thereof. Upon payment of such lump sum compensation by the Contractor, the Employer shall issue the Operational Acceptance Certificate for the Facilities or the part thereof for which such lump sum compensation was paid.

**5.5 Limitation of liability**

5.5.1 Except in the case of fraud or gross negligence:

(a) the Contractor shall not be liable to the Employer, whether in contract, tort or otherwise, for consequential loss or damage, such as loss of use, loss of production, loss of profits, or financial loss, provided that this exclusion of liability shall not apply to the Contractor's obligation to pay a penalty for delay to the Employer; and

(b) the Contractor's total liability to the Employer under the Contract shall not exceed the amount resulting from the application of the multiplier specified in the SCC to the Contract Price, or if no such multiplier is so specified, to the Contract Price, provided that this limitation of liability shall not apply to the cost of repair or replacement of defective equipment, nor to the Contractor's obligation to indemnify the Employer for patent infringement.

 **Section VIII. Special Administrative Conditions**

The following Special Conditions of Contract (SCC) shall specify the General Conditions of Contract (GCC). Where there is a conflict, the following clauses shall prevail over the GCC clauses.

|  |
| --- |
| **1. General provisions** |
| CG **1.1.2.2** | The project owner is: Ecowas Centre for Renewable Energy And Energy Efficiency (ECREEE) |
| CG **1.1.2.4** | The project Employer is KYA-Energy GroupAddress 08 BP 81101 AGOENYIVE, LOGOPE Telephone number: +228 70 45 34 81/+228 99 99 93 80 |
| CG **1.1.2.7** | Dispute Resolution Committee (DRC) will consist of one member Name of (the) members of DRC: ***ECREEE*** |
| CG **1.1.2.8** | The Beneficiary is: The Government of Guinea-Bissau |
| CG **1.1.6.6** | The Project Site is: Bambadinca mini power plant in Guinea-Bissau |
| CG **1.3.1(a)**  | The system of communications is: written and hand-delivered (against receipt), by mail, special mail, electronic transmission. |
| CG **1.3.1(b)** | For the purpose of notification, the Employer's address is: info@kya-energy.com |
| CG**1*.*4.1** | The applicable law is that of: Guinea BissauThe language of the Contract is: FrenchThe language of communication is: French, Portuguese or English |
| CG **1.6.1** | The maximum period for signing the Contract Agreement, after the Contractor has received the Letter of Notification, shall be: 28 days |
| CG **1.11.2(a)** | The permits and authorizations to be obtained by the project owner are: Not applicable |
| CG **1.11.2(b)** | Other permits, authorizations and licenses to be obtained by the Contractor at his expense are: not applicable |
| CG **1.12.1** | The partners of a group companies, consortium or association will be jointly and severally liable. |
| **2.1 Scope of services (spare parts)** |
| CG **2.1.3 :** | The Contractor agrees to provide spare parts for a period (expressed in years) of:1 year. |
| **2.2 Start and completion dates** |
| CG **2.2.1** | The Contractor shall commence work on the Facilities within 30 days of the effective date for determining the completion date specified in the Contract Agreement. |
| CG **2.2.2** | The Work shall be completed within the Completion Time of 3 months from the effective date used to determine the completion date specified in the Contract Agreement. |
| **2.3 Contractor's Liability** |
| CG 2.3.7 | The partners of a group of companies, consortium or association will be jointly and severally liable. |
| **3.1 Contract Amount** |
| CG **3.1.2** | The Contract price shall be revised in accordance with the provisions of the corresponding Appendix (Price Revision) to the Contract Agreement. Not applicable |
|  **3.3 Guarantees** |
| CG **3.3.3** | The amount of the Performance Security for the Facilities or for the part of the Facilities for which a different Completion Date has been specified shall be : 5 % |
| CG **3.3.4** | The performance security shall be in the form of a Bank Guarantee, the form of which is included in these Bidding Documents in Section IX Contract Forms. |
| CG **3.3.5** | The performance guarantee will not be reduced on the date of operational acceptance. |
| **4.6 Assembly** |
| CG **4.6.7** | Work Schedule:Normal working hours are: 08:00 a.m. to 6:00 p.m. |
| CG **4.6.10** | **Funeral :**Not applicable |
| **4.9 Operational commissioning and acceptance** |
| CG **4.9.5** | The Guarantee Test of the Facilities shall be successfully completed within thirty (30) days after the Completion Date. |
| **5.1 Time to completion guarantee** |
| CG **5.1.2** | Late payment penalty applicable: (0.5%) per weekMaximum amount of late penalty. Maximum amount of penalty: **ten percent (10%) of the Contract amount** |
| CG **5.1.3** | No bonus shall be awarded for completion of the Facilities or portions thereof prior to the contract date. |
| **5.2 Guarantee** |
| CG **5.2.2** | **Not applicable.** |
| CG **5.2.10** | At least 1 year  |
| **5.5 Limit of liability** |
| CG **5.5.1** | Not applicable. |
| **8.2 Litigation and arbitration** |
| CG **8.2.5** | **Not applicable.** |

 **Section IX. Market Forms**

 **Sample Notification Letter**

[Project Owner's Letterhead].

 Date: [date]

To: [name and address of successful Bidder]

Subject: [Notification of Award of Contract No.]

Gentlemen,

This is to notify you that your bid dated [date] for the execution of [name of project and specific work as set forth in the SCC] for the Contract amount of [insert amount(s) in words and figures], corrected and modified in accordance with the Instructions to Bidders, is accepted by us.

You are requested to provide the performance security in the amount of [insert amount(s) in words and figures] within 28 days, in accordance with the GCC and SCC, using the Performance Security Form in Section IX, Contract Forms.

Yours sincerely

[Signature, Name and Title of Person Authorized to Sign on Behalf of the Employer]

Attachment: Contract Agreement

**Sample Deed of Commitment**

MARKET concluded………… on the day……….. of 20……………

BETWEEN

(1) [Name of Employer], a corporation, [name of country of Employer], having its principal place of business at [address of Employer] (hereinafter referred to as "Employer"), and

(2) [Name of Contractor], a corporation, [name of Contractor's country], having its principal place of business at [Contractor's address] (hereinafter referred to as "Contractor")

WHEREAS, the Employer wishes to award the Contractor,................................................. (Hereinafter referred to as the "Facility"):

and that Contractor has indicated its acceptance thereof on the terms and conditions hereinafter specified,

IT IS HEREBY AGREED AS FOLLOWS:

Article 1. Contract Documents

Contract Documents (Reference GCC Sub-clause 1.5)

The following documents shall constitute the Contract between the Employer and the Contractor, and each of these documents shall be considered an integral part of the Contract:

(a) This Contract Agreement.

(b) The Bid Form and Price Schedules submitted by the Contractor

(c) The Special Conditions of Contract

(d) The General Conditions of Contract

(e) The Specifications

(f) Other forms completed with the Bidder's bid

g) Other documents included in the Employer's requirements

h) Any other documents that may be required shall be indicated here

**1.2 Order of Priority (Reference GCC Clause 1.5)**

 In the event of ambiguity or conflict between the contract documents listed above, the order of priority shall be that in which they are listed in Article 1.1 above.

**1.3 Definitions (Reference GCC Clause 1.1)**

 Words and expressions beginning with a capital letter shall have the meaning defined in the General Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 3.1)

The Employer hereby agrees to pay the Contractor the Contract Price in consideration of the Contractor's performance of its obligations under the Contract. The total amount of the Contract is : [insert amounts in various currencies in words and figures] as set forth in Price Schedule No. 5 (Summary), or such other sum as may be determined in accordance with the terms and conditions of the Contract.

**2.2 Terms of Payment (Reference GCC Sub-Clause 3.2)**

The conditions and procedures for payment of the Contractor by the Employer are set forth in the corresponding Appendix (Payment Conditions and Procedures).

The Employer shall instruct its bank to open an irrevocable documentary credit in favor of the Contractor in a bank in the Contractor's country. The credit shall be in the amount of [insert amount equal to the total of the Price Schedule less the amount of the advance payment for the Equipment to be imported], and shall be subject to the Customs and Practice for Documentary Credits, Revised Edition 1993, ICC Publication No. 500.

In the event that the amount payable under the Price Schedule is changed pursuant to GCC Sub-Clause 3.1.2, or any other term of the Contract, the Employer shall arrange to amend the documentary credit accordingly.

Article 3. Effective Date for Determination of Completion Date

3.1 Effective Date (Reference GCC Clause 1.1)

The Date of Completion of the Facilities shall be determined by reference to the date on which all of the following conditions have been satisfied:

(a) this Contract Agreement has been duly executed on behalf of and in the name of The Employer and the Contractor;

(b) the Contractor has submitted to the Employer for approval the performance guarantees and the return of the start-up advance;

c) the project owner has paid the start-up advance to the Contractor

(d) the Contractor has been notified that the documentary credit referred to in Article 2.2 above has been opened in its favour;

 Each of the Parties shall use its best efforts to satisfy the foregoing conditions under its responsibility as soon as possible.

3.2 If the Contract has not become effective as aforesaid within two (2) months from the date of notification of this Contract for reasons beyond the Contractor's control, the parties shall consider and agree upon an equitable adjustment of the Contract Price, the Completion Date and any other relevant terms of the Contract.

Section 4. Communications

 4.1 the Employer's address for notices pursuant to GCC Sub-Clause 1.3 is: [insert full address and telephone, telex, facsimile and e-mail].

4.2 The Contractor's address for notifications pursuant to GCC Sub-Clause 1.3 is: [insert full address and telephone, telex, facsimile and e-mail]

Article 5.

Schedules 5.1 The Schedules listed in the attached List of Schedules shall be deemed to be part of this Contract.

5.2 Any reference in the Contract to an Appendix shall be to one of the attached Appendices, and the Contract shall be understood in accordance with that provision.

NOW THEREFORE the Employer and Contractor have authorized their representatives to execute the provisions hereof.

Signed for and on behalf of the Owner by

[Signature]

[Title]

In the presence of

Signed for and on behalf of the Contractor by

[Signature]

[Title]

In the presence of

 **Model of performance guarantee (bank guarantee)**

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tender No.: \_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of issuing bank and address of issuing bank]

Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name and address of project owner]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Performance Bond No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of Contractor] (hereinafter referred to as "Contractor") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ with you for the performance of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [description of Facilities] (hereinafter referred to as "Contract").

Further, we understand that a performance bond is required under the terms of the Contract.

At the request of the Employer, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of bank] hereby unconditionally and irrevocably undertake to pay to you on first demand any sum of money that you may claim up to \_\_\_\_\_\_\_\_\_\_\_\_\_ [insert amount in figures] \_\_\_\_\_\_\_\_\_\_\_\_\_ [insert amount in words]. Your claim for payment shall be accompanied by a statement that the Contractor is not in compliance with the terms of the Contract, without your having to prove or give any reason or reason for your claim or the amount stated in your claim.

This warranty shall be reduced by one-half upon receipt by us of any of the following:

(a) A copy of the Operational Acceptance Certificate; or

(b) A letter by registered mail from the Contractor (i) copying the notice requesting the Certificate of Operational Acceptance, (ii) stating that the Project Manager has failed to issue the Certificate of Operational Acceptance or to inform the Contractor in writing of the justifiable reasons for the Project Manager's failure to issue the Certificate of Operational Acceptance, such that Operational Acceptance is deemed to have occurred.

This warranty shall expire no later than

(a) twelve months after receipt by us of the documents referred to in (a) or (b) above; or

 (b) the [insert date] day of the month of [insert month] in the year [insert year].

Accordingly, any demand for payment hereunder must be received by us on or before such date.

This Guarantee is governed by the ICC Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 758, except for subparagraph 15(a) which is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature]

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Sample Performance Bond (Conditional Bank Guarantee)**

 Date:

 Credit No:

 Contract No:

[Name of Contract]

To: [name and address of the Employer]

Ladies and Gentlemen,

We refer to the Contract (the Contract) entered into on [date] between yourselves and [name of Contractor] (the Contractor) for ...........................de [brief description of the Facilities].

We, the undersigned, [name of bank], a bank (or corporation) incorporated in [country of bank], located at [address of bank], hereby irrevocably guarantee to you, jointly and severally with the Contractor, the payment of a sum not exceeding [amount], equal to [number] percent (number %) [not to exceed ten percent (10%) in any event] of the Contract price until the date of the Operational Acceptance Certificate, and thereafter up to [amount], equal to [number] percent (number %) [not to exceed five percent (5%) in any event] of the Contract price until the earlier of the following dates: twelve (12) months after the date of Operational Acceptance.

Our liability under this performance guarantee shall be to pay you the lesser of the amount claimed in your application or the amount guaranteed and claimed hereunder prior to the expiration of this performance guarantee, without the ability to verify that such payment is legitimately required.

This Performance Security shall be valid from the date of issue until the earlier of twelve (12) months after the date of Operational Acceptance if the Facilities are accepted

Except for the documents specified herein, and notwithstanding any applicable law or regulation, no further documents or actions shall be required.

If the Guarantee Period is extended for any part of the Facilities pursuant to the Contract, you shall so notify us and the validity of this Performance Guarantee shall be extended by a percentage of the Contract Amount of such part of the Facilities until the expiration of such extended Guarantee Period.

Our liability under this Performance Guarantee shall be null and void upon its expiration, whether or not this Performance Guarantee is returned to us, and no claim shall be accepted after the occurrence of any of the following events: after its expiration or after the aggregate amount of payments made by us equals the amounts guaranteed hereunder.

All notices required hereunder shall be made by registered mail (airmail) to the address of the addressee set forth above or to such other address as the parties may agree.

We hereby acknowledge that you may amend, renew, extend, modify, compromise, waive any part of the Contract by mutual agreement between you and the Contractor.

We also acknowledge that you may exchange or surrender this security without affecting or impairing our liability hereunder, without any obligation on your part to notify us or to obtain any endorsement, consent or guarantee from us, provided, however, that the amount secured shall not be increased or decreased.

No action, circumstance or condition which would, under any law, relieve us of our liability hereunder shall have any effect hereunder, and we waive any right we may have under such law, so that in all circumstances our liability hereunder is irrevocable and, except as otherwise provided herein, unconditional in all respects.

Yours sincerely

[Name of bank]

[Authorized signature]

**Model of advance payment guarantee (bank guarantee)**

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tender No: \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of issuing bank and address of issuing bank]

Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name and address of project owner]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Advance Payment Guarantee No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of Contractor] (hereinafter referred to as "Contractor") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ with you for the performance of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of contract and description of Facilities] (hereinafter referred to as "the Contract").

Further, we understand that under the terms of the Contract, an advance payment in the amount of \_\_\_\_\_\_\_\_\_\_\_ [insert amount in figures] \_\_\_\_\_\_\_\_\_\_\_\_\_ [insert amount in words and currency] is being made against an advance payment bond.

At the request of the Employer, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of bank] hereby unconditionally and irrevocably agree to pay you on first demand, any sum of money that you may claim up to \_\_\_\_\_\_\_\_\_\_\_\_\_ [insert amount in figures] \_\_\_\_\_\_\_\_\_\_\_\_\_ [insert amount in words and currency] Your demand for payment shall be accompanied by a statement that the Contractor is not in compliance with the terms of the Contract because the Contractor has used the advance payment for purposes other than the performance of its obligations under the Contract or to finance mobilization costs for the completion of the Facilities.

All claims and payments under this Guarantee shall be conditioned upon the Contractor's receipt of the advance payment referred to above in its account number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amounts of the advance payment repaid by the Contractor as indicated in the copy of the payment statements or certificates submitted to us. This guarantee shall expire on or before the earlier of the following dates: upon receipt of documentation from you that the Contractor has repaid the start-up advance in full or on \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any claim for payment must be received by this date.

This guarantee is governed by the ICC Uniform Rules for Demand Guarantees (URDG),

Signature

1. MAT form is this form which gives information on the material to be used. [↑](#footnote-ref-1)