**REQUEST FOR QUOTATIONS – NONCONSULTING SERVICES**

**DISPOSAL OF DISUSED STREET AND FLOOD LAMPS**

**Contract No.** **10/OR-STK/CS4**

**May 15, 2020**

## REQUEST FOR QUOTATION - SERVICES (RFQS)

Project Title : **Street and Flood Light Retrofitting Project (St. Kitts and Nevis)**

Source of Funding : **Caribbean Development Bank (CDB) Loan 10/OR-STK**

The Government of St. Kitts and Nevis (GSKN) has received financing from the Caribbean Development Bank (CDB) to facilitate the implementation of the Street and Flood Light Retrofitting Project and intends to apply a portion of the proceeds of this financing to eligible payments under contracts procured under this project. Payments by CDB will be made only at the request of GSKN and upon approval by CDB, and will be subject in all respects to the terms and conditions of the Financing Agreement. The Financing Agreement prohibits withdrawal from the financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of CDB, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than GSKN shall derive any rights from the Financing Agreement or have any claim to the proceeds of the Financing.

Contract Ref : **DISPOSAL OF DISUSED STREET AND FLOOD LAMPS**

 **Contract No.** **10/OR-STK/CS4**

Date of Issue of Request: **May 15, 2020**

To : **Interested/Qualified Firms**

1. The **Government of St. Kitts and Nevis (GSKN)** (Client) hereby requests you to submit price quotation/(s) for the performance of the services described in the **Scope of Services** attached as **Appendix A** in these documents. If you, however, have been associated with the preparation of this **Scope of Services** that is the subject of this request, you shall be disqualified.

To assist you in the preparation of your price quotation we enclose, in addition to the **Scope of Services,** the **Form of Quotation** and formof **Contract** are alsoattached*.*

1. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
2. you/your firm have/has been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
3. you/your firm are/is owned by the Client, unless they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Recipient or Sub-Recipient.or
4. you/your firm are/is currently sanctioned or temporarily suspended by the CDB under its Policy in regard to corrupt, fraudulent or prohibited practices (1998, as amended to date) as set forth in **Appendix B**, or
5. the contracting of services from your country or any payment to persons or entities in your country is prohibited as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required and/or prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.
6. To be qualified, you must have experience as a Service Provider of the services covered by this **Request for Quotation**. As evidence, you must attach a document of your experience as Service Provider in at least one contract in the last 3 years of a size and nature similar to the requirements of this contract.
7. Your quotation/(s) should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

1. Your price quotation/(s) shall be for all the items as described in the **Scope of Services,** and submitted only in the attached **Form of Quotation**. The currency of quoted prices and payment shall be **United States Dollars (USD)**.
2. You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
3. You shall submit one original of the **Form of Quotation** via electronic means.
4. Your quotation(s) should be valid for a period of 60 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Service Providers for the project for two years.

Submission and Opening

1. Your **Form of Quotation** with the required documents shall be submitted electronically by email to the following addresses, by **Monday, June 15, 2020 at 2:00 PM (Eastern Caribbean Time):**

Client’s Address

Ministry of Sustainable Development

P.O. Box 186

Bladen Commercial Development

Basseterre

St. Kitts

Telephone: (869) 467-1255 / 1057

Fax: (869) 466-7398

Requests via E-mail: lcqueeley@gmail.com

 With copy to:

* lavernqueeleyskn@gmail.com
* aurenmanners@yahoo.com
* fionaffrancis@gmail.com
* deshaidore@yahoo.com

Requests for clarification should also be submitted to the above email addresses.

1. Quotations shall be opened in public, in the presence of participating Service Providers’ representatives who choose to attend via video conference, on **June 15, 2020 at 2:30 PM**. Information relating to the video conference will be provided to participating Service Providers prior to this date.

Evaluation and Comparison

1. Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
2. In evaluating the quotations, the Client will adjust for any arithmetical errors as follows:
3. where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
4. where there is a discrepancy between the unit rate (where applicable) and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and

If you refuse to accept the correction/(s), your quotation will be rejected.

Award of Contract

1. The Client shall award the contract to the Service Provider whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation.
2. The Service Provider whose quotation has been accepted will be notified by the Client within 30 days from the date of submission of quotation through the return of a copy of the **Form of Quotation** with **Acceptance** signed by the authorized representative of the Client.
3. The successful Service Provider shall sign the **Contract** governed by the annexed **Contract** **Terms and Conditions**.
4. Further information can be obtained from the email addresses provided above.

1. The Client intends to apply funds from the **Caribbean Development Bank (CDB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
2. Under CDB’s Policy in regard to corrupt, fraudulent or prohibited practices (1998, as amended to date) as set forth in **Appendix B**, Service Providers shall observe the highest standard of ethics during the procurement and execution of contracts.
3. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
4. Consideration will be limited to firms or joint ventures of firms, which are legally incorporated or otherwise organised in, and have their principal place of business in an eligible country and are either:
* more than 50% beneficially owned by a citizen or citizens and/or a bona fide resident or residents of an eligible country, or by a body corporate or bodies corporate meeting these requirements; or
* owned or controlled by the Government of an eligible country provided that it is legally and financially autonomous and operated under the commercial law of an eligible country and otherwise meets the eligibility requirements of the CDB Guidelines for Procurement (2006).

 **Eligibility is extended to all countries.**

1. Please confirm by e-mail the receipt of this request and whether or not you will submit the price quotation(s).

**FORM OF QUOTATION**

**(Services)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*date*]

To: Government of St. Kitts and Nevis

C/o Ministry of Sustainable Development

P.O. Box 186

Bladen Commercial Development

Basseterre

St. Kitts

 We offer to execute the **Contract No.** **10/OR-STK/CS4 -** **DISPOSAL OF DISUSED STREET AND FLOOD LAMPS** in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[*amount in words and numbers*] (\_\_\_\_\_\_\_\_\_\_\_\_\_\_) [*name of currency*]\_\_\_\_\_\_\_\_\_\_\_\_\_.in accordance with the price schedule attached.

We propose to complete the performance of the services described in the **Contract** within the Completion Period indicated in the priced **Scope of Services**.

 This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

 We hereby confirm that this Quotation complies with the Validity of the Offer condition imposed by the **Request for Quotation** document.

We: (a) have not been associated with the firm that prepared the terms of reference or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified; (b) are not owned by the Client; (c) are not currently sanctioned or temporarily suspended by the Caribbean Development Bank; and (d) to the best of our knowledge, are not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Service Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Signatory : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax Number, if any : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address (optional) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PRICE SCHEDULE**

| Item no. | Item or Activity | Units | Unit Price | Total Price |
| --- | --- | --- | --- | --- |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| **Total Price Quotation** |  |  |  |

* The quote shall define all work to be provided and define any exclusions.
* Add rows as necessary.

**ACCEPTANCE**

The Client accepts the Service Provider’s offer to provide the service.

Name of Client : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Signatory : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

The following criteria will also be graded on a pass/fail basis. Supporting documentation must be provided along with the price quotation.

|  |  |  |
| --- | --- | --- |
|  | **Pass / Fail Criteria** | **Documentation Required** |
| 1 | Existence of appropriate personnel/experience to undertake the assignment  | Company Cover Letter: must include summary of number of employees, organization chart management experience/qualifications. Provide a summary of at least one similar assignment in past 3 years |
| 2 | International references  | At least one positive customer reference within the past 3 years |
| 3 | Adequate financial status to perform the assignment  | Last audited financial statement |
| 4 | Existence of a Corporate Social Responsibility (CSR) Policy  | CSR Policy |
| 5 | Existence of an Environmental Policy  | Environmental Policy |
| 6 | Existence of a Quality Control Program  | Quality Control Programme |
| 7 | Existence of Certification(s) that confirm that the disposal firm meets the requirements of the United States Environmental Protection Agency, ISO-14001 Environmental Management System Standard, or equivalent standard | Certification(s) |
| 8 | Acceptable methodology for undertaking the assignment | Description of methodology including arrangements for packaging (where necessary), inland carriage and shipment, disposal processes to be used, and best practices/innovative practices. The location of the disposal facility shall also be defined. The methodology should include a Contingency Plan to ensure that all requested services can be provided in a timely manner, in light of the ongoing COVID-19 pandemic which may restrict international travel by the firm’s representatives. *(NB. methodologies offering to crush the lamps in St. Kitts and Nevis will not be accepted).* |

Service providers must pass all above criteria for the price quotation to be considered.

**CONTRACT**

**Name of Country: St. Kitts and Nevis**

**Project Name: Street and Flood Light Retrofitting Project**

Name of Contract: **DISPOSAL OF DISUSED STREET AND FLOOD LAMPS**

Contract Reference Number: **10/OR-STK/CS4**

This Contract is entered into on \_\_\_\_\_\_[*date*]\_\_ day of \_[*month*]\_,\_ [*year*]\_\_\_, between \_\_\_\_\_[*name of Client*]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Client”) on the one part, and \_\_\_\_\_\_[*name of Service Provider*]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the Service Provider”) on the other part.

Whereas the Client has requested a quotation for \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*description of services*] to be performed by the Service Provider in accordance with the **Contract**, and has accepted the Quotation by the Service Provider in the amount of \_\_\_[*amount in words*]\_\_\_ [*amount in figures*] hereinafter called “the Contract Price”.

The Client and the Service Provider agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
2. **Form of Quotation**, **Price Schedule,** **Scope of Services** and **Appendix**; and
3. **Contract Terms and Conditions**;
4. Taking into account payments to be made by the Client to the Service Provider as hereinafter mentioned, the Service Provider hereby enters into this Agreement with the Client to execute and complete the performance of services under the Contract.
5. The Client hereby agrees to pay, in consideration of the successful performance of the services, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the **Contract** under the laws of \_\_\_\_\_\_\_\_\_\_ [*country of Client*] on the date indicated above.

|  |  |
| --- | --- |
| **Signature and seal of the Client:**For and on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of Authorized Representative | **Signature and seal of the Service Provider:**For and on behalf of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name of Authorized Representative |

**CONTRACT TERMS AND CONDITIONS**

Project Name: **Street and Flood Light Retrofitting Project** Client: **Government of St. Kitts and Nevis**

Contract No. **DISPOSAL OF DISUSED STREET AND FLOOD LAMPS - 10/OR-STK/CS4**

1. **Definitions**

1. “Contract” means the agreement entered into between the Client and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
2. “Contract Documents” means the documents listed in the Contract, including any amendments thereto.
3. “Contract Price” means the price payable to the Service Provider as specified in the Contract, subject to such additions and adjustments thereto pursuant to the Contract.
4. “Completion” means the fulfilment of the committed services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
5. “Client” means the entity purchasing the Services.
6. “Services” means the services the Service Provider will perform as specified in the Scope of Services in Appendix A.
7. “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract.
8. “CDB” is the Caribbean Development Bank.
9. **Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Client's country.

1. **Language**

All communications and documents related to the Contract shall be in English.

1. **Assignment**

Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Client shall be void.

1. **Fraud and Corruption**

This Contract shall be covered by the provisions of CDB Policy – Corrupt and Fraudulent Practices that requires Borrowers (including beneficiaries of CDB-financed activity), as well as Service Providers and Contractors under CDB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

1. **Performance of the Services**

The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to the Client such information related to the Services as the Client may from time to time reasonably request. The Service Provider shall at all times cooperate and coordinate with the Client with respect to the performance of the Services.

1. **Required Performance Standards** (with attachments as necessary to be prescribed by Client.)
2. General Description
3. Specific Standards
4. Performance Parameters

Service Provider confirms compliance with above standards and parameters.

1. **Service Completion Schedule**

The services should be completed as per schedule indicated in the **Scope of Services** but not exceeding \_\_\_\_\_\_ months from the date of signing of contract.

1. **Fixed Contract Price**

The prices indicated in the **Form of Quotation** are firm and fixed and not subject to any adjustment during contract performance, subject to Clause 11 [Payment] below.

1. **Taxes and Duties**

The Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the services to the Client.

1. **Payment**

Upon submission by Service Provider of claim and subsequent verification of the claim by Client, payment of the contract price shall be made in the following manner:

1. Advance payment (Optional) of 10% within 14 days of signing the contract, upon evidence of mobilization of Service Provider. The Service Provider must provide an Advance Payment Guarantee using the template provided in **Appendix C**.
2. 100% (or 90% if advance payment made) of the agreed prices (Price Schedule) will be paid upon certification by the Client of the completion of the associated units of work.
3. **Resolution of Disputes**

The Client and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute, the dispute shall be settled in accordance with the provisions of the \_\_\_\_\_\_\_\_ [*arbitration law or rules of the Client’s country*].

1. **Independent Service Provider**

Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between the Client and the Service Provider, or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

1. **Intellectual Property Rights**

Intellectual Property Rights: (a) The Service Provider shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against, the Client during or in connection with the Services by reason of: (i) infringement or alleged infringement by the Service provider of any patent or other protected right, or (ii) plagiarism or alleged plagiarism by the Service provider.

1. **Failure to Perform**

The Client may terminate the Contract if the Service Provider fails to perform the services, in accordance with the above terms and conditions, in spite of a 14-day notice given by the Client, without incurring any liability to the Service Provider. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

1. **Termination Due to Integrity Violation**

The Client may terminate this Contract, in whole or in part, if the Service Provider, in the judgment of the Client has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

1. **Other Grounds for Termination**

The Client may also terminate this Contract, in whole or in part, if the Service Provider becomes insolvent, bankrupt or gives the Client reasonable evidence of its inability to complete the Services as specified, or fails to correct any non-conformity in the Services or performs in bad faith by willfully not observing the terms and conditions of this Contract.

1. **Force Majeure**

The Service Provider shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

1. For purposes of this Clause, “Force Majeure” means an events beyond the control of the Service Provider and not involving the Service Provider’s fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
2. If a Force Majeure situation arises, the Service Provider shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.
3. **Accounts and Records**
4. The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the costs have been duly incurred.
5. Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 3 years after the expiration or termination of this Contract.
6. The Service Provider shall permit CDB to inspect the accounts, records, and other documents relating to the submission of bids and contract performance of the Service Provider and to have them audited by auditors appointed by CDB.
7. **Suspension of ADB Loan or Credit.**

In the event that CDB suspends the Loan or Credit to the Client, from which part of the payments to the Service Provider are being made, the Client is obligated to notify the Service Provider, with copy to the Client’s representative, of such suspension within 7 days of having received ADB’s suspension notice.

1. **Termination Notice Due to Non-payment**

If the Service Provider has not received payments due within the 28 days as provided for in Clause 11 [Payment], the Service Provider may immediately issue a 14-day termination notice.

**Appendix A**

**SCOPE OF SERVICES**

1**. Background**

The Government of St. Kitts and Nevis (GSKN) has received financing from the Caribbean Development Bank (CDB) to facilitate the implementation of the Street and Flood Light Retrofitting Project and intends to apply a portion of the proceeds of this financing to eligible payments under contracts procured under this project. Payments by CDB will be made only at the request of GSKN and upon approval by CDB, and will be subject in all respects to the terms and conditions of the Financing Agreement. The Financing Agreement prohibits withdrawal from the financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of CDB, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than GSKN shall derive any rights from the Financing Agreement or have any claim to the proceeds of the Financing.

The Street and Flood Light Retrofitting Project involves the replacement of High Pressure Sodium (HPS), Mercury Vapour (MV) and Metal Halide (MH) street and flood lights in St. Kitts and Nevis with energy efficient LED lights.

**2.** **Objective**

The specific objective of this contract is the disposal of the disused HPS, MV and MH lamps in accordance with international environmental, public health and safety standards, best practice, international conventions and legal/regulatory requirements.

**3. Implementation arrangements, schedule, venues and other relevant details**

* + - * + Disposal is for the lamps only (not the entire luminaire/fixture).
				+ Assume the lamps to be disposed were manufactured in the USA or Mexico.
				+ The street lamps are primarily HPS with small quantities of MV and MH.
				+ The flood lamps are primarily MH.
				+ The approximate quantities to be disposed are as follows:
* Street Lamps (70-250W) – 9,500 lamps
* Flood Lamps (1000-1500W) – 1,024 lamps

Lamps will be packaged in steel drums and C-Can containers by the St. Kitts Electricity Company (SKELEC) located at Wellington Road, Basseterre, St Kitts; and the Nevis Electricity Company (NEVLEC) located at Prospect, Charlestown, Nevis. Lamps will be packaged using cardboard material and C-Can containers are owned by the GSKN. The successful service provider shall be responsible for pick-up from the above locations, loading and transportation to a certified disposal facility overseas, including brokerage and export clearance activities. It is anticipated that the street lamps will be available for pick-up during the period July-December 2020 and the flood lamps during the period January-December 2021. Dates may vary slightly. The duration of the contract will be approximately twenty-four (24) months.

**4. Expected outputs/ deliverables/ reports**

The successful Service Provider must provide certification of disposal of the lamps.

**Appendix B**

**CDB Policy – Corrupt and Fraudulent Practices**

1.1 CDB requires that Borrowers (including beneficiaries of Bank financing), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

#### “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

#### “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract;

#### “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and

#### “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

1.2 Furthermore, Bidders shall be aware of the provisions stated in the General Conditions of Contract.

**Appendix C**

Advance Payment Security

[The Bank, as requested by the successful

Bidder, shall fill in this form in accordance with the instructions indicated.]

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

 Bidding Process Reference: [insert number and title of bidding process]

[Bank’s letterhead]

**Beneficiary:** [*insert legal name and address of Employer*]

**ADVANCE PAYMENT GUARANTEE No.:** [*insert Advance Payment Guarantee No*.]

We have been informed that . . . . . ***[name of the Supplier]****. . . . .*  (hereinafter called “the Supplier”) has entered into Contract No. . . . . . ***[reference number of the Contract]****. . . . .*  dated . . . . . . . .with you, for the execution of . . . . . . ***[name of contract and brief description of Goods and Related Services]***](hereinafter called “the Contract”).

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum . . . . . ***[name of the currency and amount in figures] 1****. . . . . .* (. . . . . ***[amount in words]****. . . . .*  ) is to be made against an advance payment guarantee.

At the request of the Supplier, we . . . . . ***[name of the Bank]****. . . . .*  hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of . . . . . ***[name of the currency and amount in figures]\*****. . . . . .* (. . . . . ***[amount in words]****. . . . .*  ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than [… *performing his obligations under the Contract*].

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

*This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 , except that subparagraph (ii) of Sub-article 20(a) is hereby excluded..*

*. . . . . . . . . . . . . .* ***[Seal of Bank and Signature(s)]****. . . . . . . . . . . . ..*

***Note –***

*All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

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