



**INVITATION TO TENDER**  
**FOR THE PROCUREMENT OF A**  
**SUPPLY AND DELIVERY CONTRACT**  
**OF**  
**140 LED SOLAR STREETLIGHTS WITH BATTERY ENERGY STORAGE**  
**TECHNOLOGY AND ACCESSORIES**  
**FOR THE RESEMBID SUSTAINABLE ENERGY PROJECT (SEP) ENTITLED,**  
**“TRANSITIONING TOWARDS GREEN ENERGY IN THE TURKS AND CAICOS**  
**ISLANDS”**



**THE GOVERNMENT OF TURKS AND CAICOS ISLANDS**  
**Ministry of Home Affairs, Transportation, Broadcasting, Energy and Utilities and**  
**Telecommunications Commission (MOHAT)**

**TENDER REFERENCE NUMBER: RES-33/TCI-02**

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## SECTION ONE: PROJECT BACKGROUND

The Turks and Caicos Islands (TCI) is one of the most vulnerable member states of CARICOM. An archipelago of 40 low-lying islands and cays, TCI's geographic location, and small economy make it highly susceptible to climate change impacts such as the increased frequency of hurricanes and sea-level rise (SLR). These climate change impacts pose a significant risk to the local economy, critical infrastructure, and livelihoods of TCI islanders.

The high exposure and vulnerability to the local energy sector are evident following an active 2017 Atlantic Hurricane Season. Hurricane Irma (a Category 5 hurricane) ripped off roofs, caused significant flooding throughout communities, and destroyed utility poles resulting in mass power outages. Compounding the damage already felt, just days later, TCI would be struck by a second major hurricane, Hurricane Maria (Category 3), with winds up to 125 miles per hour (mph). To address the damage caused to the local energy utility system, local utility company, FortisTCI, would be forced to import much-needed capacity from their international parent companies in Canada, the United States and across The Caribbean. It would then take the team 60 days after Irma to restore power to the country; however, many residents remained without power due to the damage caused to their homes and the inability to connect power safely. Currently, electricity is generated primarily through diesel (84MW); however, there is a national consensus (across the public and private sectors) to expand renewable energy in the most environmentally friendly manner.

In addition to hurricane impacts, strengthening TCI's energy sector is critical to the country's overall national development plan and the diversification of its economy. The country's National Development Plan (2020) outlines national challenges, vision statements, and ten strategic goals, including creating a more sustainable future, investing in human capital, supporting quality infrastructure and services, and creating a knowledge based competitive economy. The high cost of electricity, inadequate electrical generation to support future development, and poor infrastructure were all identified as significant challenges that warranted urgent action. With the tourism sector accounting for 36.6% of total GDP (2017), the electricity sector must maintain and improve its reliability, resilience, cost-effectiveness, and environmental sustainability to drive new economic activity while further enhancing the lives of TCI Islanders.

Demonstrating leadership towards green energy, FortisTCI installed 1 MW of distributed roof-top solar on commercial buildings through its Utility Owned Renewable Energy Program (UORE). An additional 1MW of ground-mounted solar is also set to be constructed. While this is a step in the right direction, accelerating the sustainable energy transition will require TCI to undertake a deeper investment in capacity building, the development of modern legislative and regulatory frameworks, and catalytic pilot projects.

The overall objective of this project is to contribute to the acceleration of a reliable, resilient, and environmentally sustainable energy sector in TCI (Renewable energy penetration rate). It will also strengthen capacity for sustainable energy transition in TCI through investment in capacity building; development of modern legislative and regulatory frameworks; catalytic pilot projects.

To support the improvement and transformation of TCI's energy sector, The Turks and Caicos Islands developed its Resilient National Energy Transition Strategy (R-NETS), which offers a comprehensive evaluation of the energy sector and identifies short, medium, and long-term needs for the development



of a green energy network. In 2019, the TCIG/RESEMBID SEP Cabinet adopted the R-NETS, led by TCIG/RESEMBID SEP, Fortis TCI, and Rocky Mountain Institute (RMI) and identified an optimal pathway to reach at least 33% renewable energy penetration by 2040 with the installation of "microgrid-capable" renewables at critical public facilities. The R-NETS also recommended the pursuit of efficiency, the acceleration of legislation to support TCIG/RESEMBID SEP and FortisTCI programs, and additional utility-scale and pilot battery storage projects.

Following the R-NETS, in 2020, in partnerships with the Clinton Climate Initiative (CCI) and RMI, a Solar Land and Rooftop Assessment of 31 critical facilities were completed to assess their solar PV potential for roof-top or ground-mounted systems. The team identified 17 sites as suitable locations for ground-mount solar PV, totaling 67.6 MW in capacity, while high-opportunity sites for roof-top solar showed potential for 7.9 MW.

Building on these existing national strategies, this proposed project will progress the TCIG/RESEMBID SEP national goals to take proactive steps to diversify the local economy and heighten public systems to support future development and climate resiliency in a post-COVID-19 era. Like other tourism-dependent islands throughout the region, the global health pandemic severely impacted TCI's tourism industry. Much-needed revenue generated directly and indirectly from the tourism sector was lost and had a trickle-down impact on the local labour market. This proposal will provide much-needed investment into enhancing public infrastructure and offer tangible outputs to improve capacity to develop resilience to climate change.

## SECTION TWO: PROJECT SUMMARY

### PROJECT SPECIFIC OBJECTIVES

The specific objective of this project is to strengthen the capacity of the TCI for a sustainable energy transition. It is against this impact statement to create long-term and meaningful change within the energy sector and across public systems that the following set of outcomes and actions are proposed.

#### Component 1: Catalytic pilot energy projects implemented.

##### Output 1a: Solar PV Microgrids

At the end of the project, a solar roof-top feasibility, and structural assessments of five (5) essential government critical facilities (including 4 clinics and TCI's disaster management headquarters) for solar PV and energy efficiency upgrades will be conducted. The necessary data to support the project will be collected and analyzed, including a capacity needs assessment (CNA). Catalytic pilot energy projects will be implemented to reduce TCI's dependency on imported fossil fuel. Additionally, energy audits will be conducted to assist in designing Solar PV systems and Battery Energy Storage Systems (BESS) for the critical facilities identified.

##### Output 1b. Solar Streetlights

One hundred and forty (140) hurricane-resilient solar streetlights installed on; North Caicos (25), Middle Caicos (15), South Caicos (20), Grand Turk (30), Salt Cay (10), and Providenciales (40) will be installed.



Component 2: Applicable laws and regulations, policies related to the national energy transition strategy critically reviewed and Energy efficiency market transitions are strengthened.

A comprehensive review of existing energy legal and regulatory frameworks, including the Electricity Ordinance, Customs Ordinance, Physical Development Ordinance, Development Manual, Building Code, Energy Policy, and housing policies will be conducted and proposed amendments will be made to existing applicable laws, regulations, and policies in TCI. A financial and investment analysis of RE and EE technologies will also be conducted.

A strategy for the market transition towards efficient energy-consuming products and appliances will be developed in accordance with the criteria of CARICOM Regional Organization for Standards and Quality (CROSQ). A draft report on the recommendations (regulations, defining procedures and infrastructure needs, and outline procedures for market surveillance) will be prepared by the project. A report on financial and investment analysis of RE will also be prepared under this component of the project.

Component 3: Increased national conversations, interests, and knowledge awareness surrounding sustainable energy and TCI's green energy transition.

A Communications and Visibility plan, and a Community Outreach, Awareness, and Communication Strategy will be prepared and implemented, including but not limited to the development of EUD website. The design and distribution of flyers, brochures, posters, billboards, press releases, radio & TV interviews, town hall/public meetings will be populated on the UED website periodically.

Component 4: Improved institutional capacity building for energy transition and economic Diversification.

At the end of the project the local capacity of TCI residents to participate in the transition towards green energy will be enhanced. A cadre of local experts on RE and EE will be established to support TCIs green energy transition.

## SECTION THREE: INTRODUCTION

This Invitation to Tender (ITT) relates to the TCI RESEMBID Sustainable Energy Project (SEP) (Grant Contract No. 22-SB2334) entitled “Transitioning Towards Green Energy in the Turks and Caicos Islands/RES-33/TCI”.

We are pleased to inform you that you are invited to take part in the simplified procedure for the above supply contract. The complete tender dossier includes:

- A. Annex c2 Contract notice for simplified and negotiated procedures
- B. Tender submission form for Supply contract
- C. Draft contract
- D. Draft contract: special conditions
- E. Annex II + III: technical specifications + technical offer
- F. Annex IV: budget breakdown (model financial offer)



- G. Tender form for a supply contract and Declaration on honour on exclusion and selection criteria (annex A14a)
- H. Annex V: model performance guarantee
- I. Tender Guarantee Form
- J. Administrative compliance grid
- K. Evaluation grid
- L. Bank account notification form
- M. Legal entity file (individual)
- N. Legal entity file (private companies)

Only the candidates receiving this ITT may submit a tender. Any tender received from a legal or natural person not invited to tender will be rejected.

For full information about procurement procedures please consult the practical guide and its annexes, which can be downloaded from the following web page: <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG>.

We look forward to receiving your tender and the accompanying tender guarantee, which must be submitted no later than the submission deadline mentioned in the Contract Notice.

By submitting a tender, you accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received by you on the date upon which the contracting authority sends it to the electronic address you referred to in your offer.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

## SECTION FOUR: INSTRUCTIONS TO TENDERS

PUBLICATION REF.: RES-33/TCI-02

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the practical guide (available on the internet at: <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG>)

### 1 Supplies to be provided



- 1.1 The subject of the contract is:  
the supply, and delivery, of the following supplies:  
140 LED SOLAR STREETLIGHTS WITH BATTERY ENERGY STORAGE TECHNOLOGY AND ACCESSORIES, DELIVERED DUTY PAID (DDP) TO THE CONTRACTING AUTHORITY, AT THE TCI PORT OF ENTRY IN PROVIDENCIALES.
- 1.2 The suppliers must comply fully with the technical specifications set out in the tender dossier (technical specifications) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- 1.3 Tenderers are not authorized to tender for a variant solution in addition to the present tender.

## 2. Timetable

	DATE	TIME
<b>Clarification meeting (Virtual)</b>	March 20, 2023	11:00 AM (TCI Time)
<b>Deadline for requesting clarifications from the contracting authority</b>	March 20, 2023	11:00 AM (TCI Time)
<b>Last date on which clarifications are issued by the contracting authority</b>	March 27 2023	11:00 AM (TCI Time)
<b>Deadline for submission of tenders</b>	April 3, 2023	4:00 PM (TCI Time)
<b>Tender opening session</b>	Not applicable	
<b>Notification of award to the successful tenderer</b>	April 24, 2023	-
<b>Signature of the contract</b>	May 1 2023	-

## 3. Participation

- 3.1. To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.



- 3.2. Subcontracting is allowed. The tenderer and, where applicable, entities on whose capacities it has relied with regard to criteria relating to the economic and financial capacity shall be jointly liable for the performance of the contract.

When selecting subcontractors, suppliers should give preference to natural persons, companies or firms capable of providing the supplies required on similar terms.

#### 4. Origin

- 4.1 All supplies under this contract may originate in any country.

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information.

- 4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

#### 5. Type of contract

[Unit-price]

#### 6. Currency

Tenders must be presented in United States Dollars (USD)

#### 7. Period of validity

- 7.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

- 7.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.



- 7.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

## 8. Language of tenders

- 8.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English.

## 9. Submission of tenders

- 9.1 Paper submission:

Tenders must be sent to the contracting authority before the deadline specified in the Contract Notice. They must include all the documents specified in point 10 of these Instructions and be sent to the following address:

**Ministry of Home Affairs, Transportation, Broadcasting, Energy and Utilities and Telecommunications Commission (MOHAT)**

**Turks and Caicos Islands Government Business Park, Airport Road Providenciales, Turks and Caicos Islands**

**TKCA 1ZZ**

If the tenders are hand delivered, they should be delivered to the following address:

**Ministry of Home Affairs, Transportation, Broadcasting, Energy and Utilities and Telecommunications Commission (MOHAT)**

**Turks and Caicos Islands Government Business Park, Airport Road Providenciales, Turks and Caicos Islands**

**TKCA 1ZZ**

**Between the Hours of 8:30 AM – 4:00 PM Monday to Friday**

Tenders must comply with the following conditions:

- 9.2 All tenders must be submitted in one original, marked 'original', and two copies signed in the same way as the original and marked 'copy'.
- 9.3 The tenders should be submitted:
- (a) either by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip

(b) or by hand delivery to the premises of the contracting authority by the participant in person or by an agent, in which case the evidence shall be constituted by the acknowledgment of receipt.

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

- 9.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
- a) the above address;
  - b) the reference code of this tender procedure, (i.e., RES-33/TCI-02);
  - c) the words 'Not to be opened before the tender opening session' in the language of the tender dossier and;
  - d) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package.

## 10. Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

### Part 1: Technical offer:

A detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:

- o [a list of the spare parts and consumables recommended by the manufacturer];
- o [a proposal for after-sales service over three years;
- o [a training proposal (indicate training needs)];
- o [technical proposals related to ancillary services].

The technical offer should be presented as per template (Annex II+III\*, Contractor's technical offer) adding separate sheets for details if necessary.

Part 2: Financial offer:

A financial offer calculated on a Delivered at A Place [DAP] basis for the supplies tendered, including if applicable:

[financial proposal for spare parts and consumables for use for three years with itemised price list];

- o [financial proposal for after-sales service for three years;
- o [financial proposal for training];
- o [financial proposal related to ancillary services];
- o [financial proposal for any other amount not directly related to the intrinsic value of the product in question (such as, but not limited to, import duties and taxes, entry-import customs clearance, transport costs)].

This financial offer should be presented as per template (Annex IV\*, Budget breakdown), adding separate sheets for details if necessary.

Part 3: Documentation:

To be supplied using the templates attached\*:

The "Tender form for a supply contract", together with T "Declaration on honour on exclusion criteria and selection criteria", both duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium, and capacity-providing entities or subcontractors (if any)). Signed originals of the Declaration on honour shall be submitted.]

- The details of the bank account into which payments should be made (financial identification form – document c4o1\_fif\_en)
- The legal entity file (document c4o2\_lefind\_en) and the supporting documents to be supplied in free-text format:
- A description of the warranty conditions, which must be in accordance with the conditions laid down in the technical specifications.
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.
- Other relevant documents

Remarks:

Tenderers are requested to follow this order of presentation.

Templates attached to the tender dossier are accessible via the link below:

<https://www.dropbox.com/scl/fo/86avmrjvwdy6jwe0c0op7/h?dl=0&rlkey=ray16cf8h4crlg70udtaa4e5o>



## 11. Taxes and other charges

The applicable taxes, freight, and other charges for delivery of goods to Tropical Shipping , Miami, shall apply.

## 12. Additional information before the deadline for submission of tenders

The tender dossier should be clear enough so that tenderers do not need to request additional information during the procedure. If the contracting authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 15 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

**INVITATION TO TENDER FOR THE SUPPLY AND DELIVERY OF 140 LED SOLAR STREETLIGHTS WITH BATTERY ENERGY STORAGE TECHNOLOGY AND ACCESSORIES FOR THE RESEMBID SUSTAINABLE ENERGY PROJECT (SEP) ENTITLED, “TRANSITIONING TOWARDS GREEN ENERGY IN THE TURKS AND CAICOS ISLANDS” – TENDER REFERENCE NUMBER: RES-33/TCI-02**

Any prospective tenderers seeking to arrange individual meetings with the contracting authority during the tender period may be excluded from the tender procedure.

## 13. Clarification meeting

A virtual clarification meeting will be held on March 20, 2023 before the deadline for submission of tenders at < 11:00 AM > (Turks and Caicos Time) at to answer any questions on the tender dossier which have been forwarded in writing or are raised at the meeting. Minutes will be taken during the meeting, and these will be communicated — together with any clarifications in response to written requests which are not addressed during the meeting — at the latest 8 calendar days before the deadline for submission of tenders. No further clarification will be provided after this date. All the costs of attending this meeting will be borne by the tenderers.

## 14. Alteration or withdrawal of tenders

- 14.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Section 9. The outer envelope must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.]

- 14.2 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

## 15. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

## 16. Ownership of tenders

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

## 17. Joint venture or consortium

- 17.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the contracting authority.
- 17.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 10 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such a joint venture or consortium must provide the proof required under Article 3.1 as if it, itself, were the tenderer.

## 18. Opening of tenders

- 18.1 The purpose of the opening session is to check whether the tenders have been submitted in accordance with the submission requirements of the call for tenders.
- 18.2 The date and venue of the tender opening session is indicated in Section IV.2.7 of the Contract Notice.

The committee will draw up minutes of the meeting, which will be available on request.

In the case that at the date of the opening session some tenders have not been delivered to the contracting authority, but their representatives can show evidence that it has been sent on time, the contracting authority will allow them to participate in the first opening session and inform all representatives of the tenderers that a second opening session will be organised.

18.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the contracting authority may consider appropriate may be announced.

18.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.]

18.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

18.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## 19. Evaluation of tenders

### 19.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures, and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

## 19.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria) in the additional information about the contract notice are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

- 19.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

## 19.4 Financial evaluation

- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;

except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

## 19.5 Variant solutions



Variant solutions will not be taken into consideration.

#### 19.6 Award criteria

The compliant tender that offers the best price-quality ratio will be chosen.

Documentary evidence for exclusion and selection criteria.

At any time during the procurement procedure and before the award of the contract, the contracting authority may request documentary evidence of compliance with the exclusion criteria set out in these instructions.

No documentary evidence of the selection criteria shall be submitted but no pre-financing will be granted.

### 20. Notification of award

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantees of the unsuccessful tenderers will be released once the contract is signed. The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

### 21. Signature of the contract and performance guarantee

21.1 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.

21.2 Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

21.3 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or



pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

- 21.4 The performance guarantee referred to in the general conditions is set at 10% of the amount of the contract. The performance guarantee must be presented in the form specified in the annex to the tender dossier. It will be released within 60 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service. For contracts of EUR 150 000 or below, on the basis of objective criteria such as the type and value of the contract, the contracting authority may decide not to require such a guarantee.

## 22. Tender guarantee

Tenderers must provide a tender guarantee of USD 2% of the contract value when submitting their tender. The tender guarantee must be presented in the form specified in the annex to the tender dossier. It must remain valid for 45 days beyond the period of validity of the tender. This guarantee will be called upon if the tenderer does not fulfil all obligations stated in its tender.

This guarantee will be released to unsuccessful tenderers once the tender procedure has been completed. The tender guarantee of the successful tenderer will be released on signing of the contract, once the performance guarantee has been submitted.

This guarantee will be called upon if the tenderer does not fulfil all obligations stated in its tender.

## 23. Ethics clauses and code of conduct

### 23.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

### 23.2 Respect for human rights as well as environmental legislation and core labour standards.

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the

conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

Zero tolerance for sexual exploitation, abuse and harassment:

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

### 23.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

### 23.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

### 23.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are

discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

## 24. Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the contracting authority.

If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- 24.1 the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
  - a) the economic or technical parameters of the project have changed fundamentally;
  - b) exceptional circumstances or force majeure render normal implementation of the project impossible;
  - c) all technically acceptable tenders exceed the financial resources available;
  - d) there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
  - e) the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

## 25. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

## 26. Early detection and exclusion system



The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.

## SECTION FIVE: TENDER DOSSIER

Dropbox Link Tender Dossier is accessible via the link below:

<https://www.dropbox.com/scl/fo/86avmrjvwdy6jwe0c0op7/h?dl=0&rkey=ray16cf8h4crlg70udtaa4e5o>

SECTION SIX: MAP OF TURKS AND CAICOS ISLANDS

