



# Yap State Public Service Corporation

P.O. Box 667, Colonia, Yap, FSM 96943

Phone: 691-350-4427 Fax: 691-350-4518

## INVITATION TO BID (ITB)

### FOR THE SUPPLY OF GOODS

<b>Project Title:</b>	Ifalik and Lamotrek Solar PV Minigrids
<b>Nature of the goods</b>	Supply and delivery of solar PV Minigrid systems for a total capacity of 79kWp with battery energy storage systems to Yap, Federated States of Micronesia
<b>Location:</b>	Yap, FSM
<b>Date of issue:</b>	October 7, 2024
<b>Closing Date:</b>	January 28, 2025
<b>Bid Reference Number:</b>	YSPSC-ITB-01-2025

## Part 1: INTRODUCTION

### 1.1 YSPSC's Invitation to Bid (ITB)

This ITB sets out YSPSC's requirements and bidders to respond in writing in a prescribed format with pricing and other required information. This ITB contains detailed instructions and templates to enable bidders to submit compliant bids. It sets out the overall timetable; it confirms the evaluation criteria that YSPSC will use to evaluate quotations; it explains the administrative arrangements for the receipt of the bids; and it sets out how bidders can request further information.

Your participation and submission of bid confirm your acceptance of YSPSC's conditions of participation in the ITB process and of all conditions of the ITB.

## Part 2: INSTRUCTIONS TO BIDDERS

### 1 Background

YSPSC invites you to submit a bid to deliver the goods (hereinafter "the Goods") as specified in the **Technical Specifications and Bill of Quantity** contained in **Annex 1**. Annex 1 is attached hereto and incorporated a part hereof by reference.

YSPSC has advertised this ITB on its website at [www.yspsc.org](http://www.yspsc.org) and may send it directly to potential vendors. The same specifications, submission and other solicitation requirements will be provided to all vendors.

YSPSC has compiled these instructions to guide prospective bidders and to ensure that all bidders are given equal and fair consideration.

### 2.2 Submission instructions

a. Your submission must be clear, concise and complete and should only include information that is necessary to respond effectively to this ITB. Your proposal must include the following documents:

- (1) Technical and financial offer in required submission form (Annex 2);
- (2) Statement of warranties to be supplied for the Goods which, at a minimum, meet the warranties requirements specified in this ITB.

b. You must comply with the following requirements and conditions in the submission of your bid:

- (1) Give notice of your intent to bid to YSPSC's Purchasing Officer, Belinda R. Gilmatam, at email address [belindarenmog@gmail.com](mailto:belindarenmog@gmail.com) by no later than **October 31, 2024**.
- (2) Submit your bid in a sealed envelope that bears the name and address of the bidder and must be clearly labeled "YSPSC-ITB-01-2025, BID FOR Solar PV Minigrid" and mailed or hand-delivered to the following address:

Yap State Public Service Corporation  
Attn: Belinda R Gilmatam  
PO Box 667, Power Plant Road #1  
Colonia, Yap State, FM 96943

- (3) Bids must comply with the Technical Specifications and Bill of Quantity contained in Annex 1.
- (4) Bids must include CIF freight cost for delivery to Colonia, Yap, Federated States of

Micronesia.

- (5) All bids must be received no later than YSPSC's close of business on **January 28, 2025**, the Bid Closing Date.
- (6) All bid offers must have a validity period of no less than 120 days following the Bid Closing Date.
- (7) All offers must comply with the requirements of Section 70914 of the Build America, Buy America Act (BABAA) under the Infrastructure Investment and Jobs Act, Pub. L. 117-58, and its implementing regulations at 2 CFR Part 184.
- (8) Bids will be opened and evaluated at YSPSC's main office in Colonia, Yap, Federated States of Micronesia at **10:00 AM on January 29, 2025**. Interested bidders may attend the bid opening in person with advance notice to YSPSC.
- (9) All bids must offer product warranties which, at a minimum, meets the requirements of warranties specified in Part 3(E) hereof.

## 2.3 Clarifications and Modifications

All questions and queries for clarifications must be submitted during the period of **October 21 to November 21, 2024**, via email to Belinda R Gilmatam at [belindarenmog@gmail.com](mailto:belindarenmog@gmail.com), copying Vincent Bouet at [vmcrbouet@gmail.com](mailto:vmcrbouet@gmail.com), and Victor Nabeyan at [vnabeyan@yspsc.org](mailto:vnabeyan@yspsc.org).

All questions and queries posed, and responsive clarifications issued, will be shared with all prospective bidders who have given notice of intent to bid in accordance with Part 2.2 hereof. Any clarifications, corrections or modifications will be published on the YSPSC website prior to deadline. In the event a bidder has submitted a bid before the clarification, correction or modification, the bidder will be informed and may modify his bid. The modified bid will still need to be received before the bid submission deadline.

## 2.4 Evaluation

### Validity

Each bid will be assessed for compliance with the submission requirements and conditions. At this stage, basic due diligence will also be undertaken.

To assist in the examination, evaluation and comparison of bids, YSPSC may ask the bidder for clarification of its proposal or additional information. The request for clarification will be in writing.

### Technical

All valid bids will be assessed against the technical specifications and bill of quantity contained in Annex 1, and against compliance with Section 70914 of the Build America, Buy America Act (BABAA) under the Infrastructure Investment and Jobs Act, Pub. L. 117-58, and its implementing regulations at 2 CFR Part 184.

### Legal

All bids will be assessed for compliance on all legal requirements specified in this ITB.

### Financial

Any bids that pass the minimum technical evaluation requirements will pass onto financial evaluation. During the financial evaluation, if there is a discrepancy between the unit price and the total price, the lower price shall prevail. If there is a discrepancy between words and figures, the

amount in words will prevail.

The total cost of the proposal is to be inclusive of any taxes, except for taxes levied by any government in the Federated States of Micronesia. Commercial offers are not subject to revisions, unless necessary due to a variation required by YSPSC.

## 2.5 Contract award

YSPSC may award the contract once it has determined that a bidder has met the prescribed requirements and the bidder's proposal has been determined to be the most responsive to the ITB, and provides the best value for money and best serve the interests of YSPSC.

The contract will be awarded using YSPSC's contract form, a copy of which is incorporated and made a part of this ITB as "Annex 3" by reference.

## 6 Key dates

Please see the proposed procurement timetable in the table below. This timetable is intended as a guide only and while YSPSC does not intend to depart from the timetable, it reserves the right to do so at any stage.

STAGE	DATE
<b>ITB Issuance</b>	October 7, 2024
<b>Deadline for Notice of Intent to Bid</b>	October 31, 2024
<b>Clarification Period</b>	October 21 – November 21, 2024
<b>ITB Closing Date/Bid Submission Deadline</b>	January 28, 2025
<b>Bid Opening Date</b>	January 29, 2025
<b>Award of Contract</b>	TBD

## 2.7 Legal Requirements

### A. BABAA Requirement

All offers must comply with the requirements of Section 70914 of the Build America, Buy America Act (BABAA) under the Infrastructure Investment and Jobs Act, Pub. L. 117-58, and its implementing regulations at 2 CFR Part 184.

### B. Conflict of interest

Bidders must take all necessary measures to prevent any situation of conflict of interest. You must notify YSPSC in writing as soon as possible of any situation that could constitute a conflict of interest during the ITB process. If you have any familial connection with YSPSC staff, this must be declared, and approval will then be sought for you to engage in the ITB process. Breach of this requirement can result in the exclusion of the bidder from the ITB process or in termination of contract with the successful bidder.

### C. Cost of preparation of quotations

Under no circumstances will YSPSC be liable for any proposal submission costs, expenditure, work or effort that you may incur in relation to your provision of a bid (where the procurement process is terminated or amended by YSPSC).

#### **D. Currency, validity, duties, taxes**

All bids must be in USD and must be net of any direct or indirect taxes and duties, except taxes and duties imposed in the Federated States of Micronesia, and shall remain valid for at least 120 days from the closing date. The successful bidder is bound by their bid for a further 60 days following notification bid award so that the contract may be awarded. No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during this period.

#### **E. Eligibility**

Bidders are required to disclose to YSPSC if they are subject to any sanction or temporary suspension imposed by any international organization, the Government of the United States, the Government of the Federated States of Micronesia, or if they are subject to any bankruptcy proceedings. You may not be bankrupt or suspended, debarred, or otherwise identified as ineligible by any international organization or said governments. Failure to disclose such information may result in debarment and termination of any contract issued to the bidder by YSPSC.

#### **F. Fraud and corruption**

YSPSC has zero tolerance for fraud and corruption. All contractors have an obligation to report potential fraud and corruption. Breach of this requirement can result in the exclusion of the bidder from the ITB process or in YSPSC terminating any contract with a successful bidder. Allegations of potential misconduct by a YSPSC staff member or contractor involving fraud or corruption can be sent to [vnabeyan@yspsc.org](mailto:vnabeyan@yspsc.org).

#### **G. Good faith**

The information in this ITB is provided by YSPSC in good faith. No representation, warranty, assurance or undertaking (express or implied) is or will be made, and no responsibility or liability will be accepted by YSPSC in relation to the adequacy, accuracy, completeness or reasonableness of this ITB or any information provided by YSPSC in relation to this ITB.

#### **H. No offer of contract or invitation to contract**

This ITB is not an offer to contract or an invitation by YSPSC to enter into a contract with you.

#### **I. Right to amend, seek clarity, withdraw, not award**

YSPSC reserves the right to: (1) amend, add to or withdraw all or any part of this ITB at any time, or to re-invite bids on the same or any alternative basis; (2) seek clarification or documents in respect of any bidder's submission; (3) choose not to award a contract as a result of this ITB; (4) make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason. Note that while YSPSC will not change the evaluation criteria set out in the ITB without the ITB process being re-issued, YSPSC does reserve the right at the time of award of contract to vary the quantity of services and goods specified in this ITB, and to accept or reject any bid at any time prior to award of the contract without incurring any liability to the affected bidder/s or any obligation to inform the affected bidder/s of the grounds for YSPSC's action.

#### **J. Right to disqualify and waive**

YSPSC reserves the right to disqualify: (1) any bidder that does not submit a bid in accordance with the instructions in this ITB; (2) any bidder that misrepresents information to YSPSC; (3) or any bidder that directly or indirectly canvasses any YSPSC employee concerning the award of a contract. YSPSC reserves the right to exclude from consideration any bid not received by the deadline, to mark down or exclude any bid received with incomplete information, with

ambiguity, or in incorrect form, provided however, that YSPSC may, in its sound judgment, waive any defect or irregularity in any bid.

#### **K. General Terms and Conditions of Contract**

By participating in this ITB, the successful bidder agrees to be bound by the YSPSC General Terms and Conditions of Contract, and further agrees that such terms and condition, a copy of which is included as part of the documents of this ITB, will be, by reference as Appendix 1, incorporated and made a part of the contract to be awarded.

### **Part 3: Technical Specifications, Bill of Quantity, and Other Requirements**

#### **A. Technical Specifications**

The technical specifications of the Goods are specified in Annex 1. Annex 1 is incorporated and made a part hereof by reference.

#### **B. Bill of Quantity**

The bill of quantity is specified in Annex 1. Annex 1 is incorporated and made a part hereof by reference.

#### **C. Delivery specification**

The bidder is required to deliver the Goods to the main wharf in Yap, FSM, via the latest CIF Incoterms. Upon arrival in Yap Proper, the Goods will be transported to a location suitable for inspection and preliminary acceptance.

1. The estimated delivery date shall be stated clearly in the offer.
2. The delivery should be within the period specified and agreed by contract. After 30 days of delay without prior notification or explanation from the supplier as to justifiable reasons for delay, YSPSC will have the right to cancel the contract.
3. The delivery period may be negotiated with the successful bidder.
4. The bidder is to ensure that all components are packaged and successfully transported to the main wharf in Yap, Yap State, FSM. All proposal costs as part of the submission should be inclusive of any or all applicable taxes and customs duties enroute, except for taxes and customs duties levied in the Federated States of Micronesia. Before signing of contract, the shipping schedules, including ETD from country of supply and ETA at final destination should be submitted to YSPSC for approval.
5. The Goods shall be transported in a proper manner to prevent any transportation-related damage, and delivered without shipping damage and in the condition as per reasonable expectation. It is the responsibility of the bidder to ensure that the Goods are insured until such time the delivery is cleared and accepted by YSPSC. The bidder is to indicate all the risks that are associated with the supply logistics, and how to mitigate the risks.
6. The bidder will be responsible for settling any transportation-related damage claims and will be responsible for the timely replacement of any part of the Goods damaged during shipping. The bidder must also provide basic marine insurance coverage for

the Goods.

7. Following award notification, and during negotiation leading to the signing of contract, the bidder will further be expected to finalize the following items:
  - 7.1. Secure the final design and supply specifications of the Solar PV system to be approved by YSPSC; and
  - 7.2. Finalize the shipping schedules, including ETD from country of supply and ETA at final destination should be submitted to YSPSC for approval.

#### **D. Institutional arrangement**

The bidder must keep YSPSC informed on each stage of the delivery process and schedule. Once the Goods leave the country of supply, the bidder shall immediately submit the export invoice, Bill of Lading and marine insurance cover.

#### **E. Warranties, Datasheets, and Performance Security**

1. By participating in in this ITB, the bidder warrants that all the Goods to be offered are new, unused, and shall be supplied with the following:
  - a. **Warranty for Solar PV Modules**  
Solar PV modules shall be provided with a minimum manufacturer's warranty of 10 years from date of purchase.
  - b. **Performance Guarantee**  
Solar PV modules shall be provided with a minimum performance guarantee of 90% of rated power after 10 years and 80% of rated power after 25 years.
  - c. **Warranty for Inverters**  
Inverters shall be provided with a minimum manufacturer's warranty of 2 years from date of purchase.
  - d. **Warranty for Inverter Control and Monitoring Systems**  
Inverter control and monitoring systems shall be provided with a minimum manufacturer's warranty of 2 years from date of purchase.
  - e. **Warranty for Solar Array Mounting Systems**  
Solar array mounting systems shall be provided with a minimum manufacturer's warranty of 10 years from date of purchase.
2. **Systems Characteristics and Datasheets**
  - (1) The bidder shall provide a complete set of manufacturer documents that describe product brand, technical product details, and product lifetime, and any other datasheets or information that YSPSC may further request relating to the technical specifications of the goods, their warranties, and/or their origin of manufacture.
3. **Performance Security Bond**

Based on the total value of the contract, a performance security bond may be required until



system commissioning and final acceptance. The performance security bond will be in the form of:

- a. a bank guarantee or irrevocable letter of credit equal to the value of the contract, issued by a reputable bank; or
- b. 10% of the total contract payment held as retention money until final acceptance.

The form of the performance security bond is to be negotiated at the contract award stage.

#### F. Risks and Mitigation

Bidder shall identify potential risks for the supply of the Goods, likelihood of these risks and effective measures to mitigate these risks, and shall prepare a risk matrix identifying the risks related to the supply chain for this procurement and provide mitigating measures.

#### G. Compliance

The bidder must fully complete all the required submission forms, and make an offer that meets all requirements, technical, legal or otherwise, stated in this ITB. By submitting a bid and signing a contract, the successful bidder accepts responsibility for the supply and delivery of the Goods and will ensure that the Goods fully comply with the technical specifications and bill of quantity contained in Annex 1.

#### H. Indicative Schedule of Payments

<b>Milestone/Outputs</b>	<b>Deadline</b>	<b>% Payment</b>
(a). Upon acceptance by YSPSC of the final design and supply specifications of the Solar PV system with signing of contract.	TBC	20%
(b). Upon submission of supply plan from sourcing, packing, and freighting	2-4 weeks after signing of contract	20%
(c). Upon submission of shipping bill of lading, export invoice and other required documents to YSPSC.	16 weeks after signing of contract	25%
(d). Upon confirmation by YSPSC that the specified solar powered PV system and accessories have been received at main port in Yap Proper, FSM.	26 weeks after signing contract	25%
(e). If 10% of payment retained as performance security, payment will be released upon commissioning and final acceptance. If letter of credit is issued for performance security instead of the 10% retention, Payment Milestone (d) above will be 35%.	TBC	10%



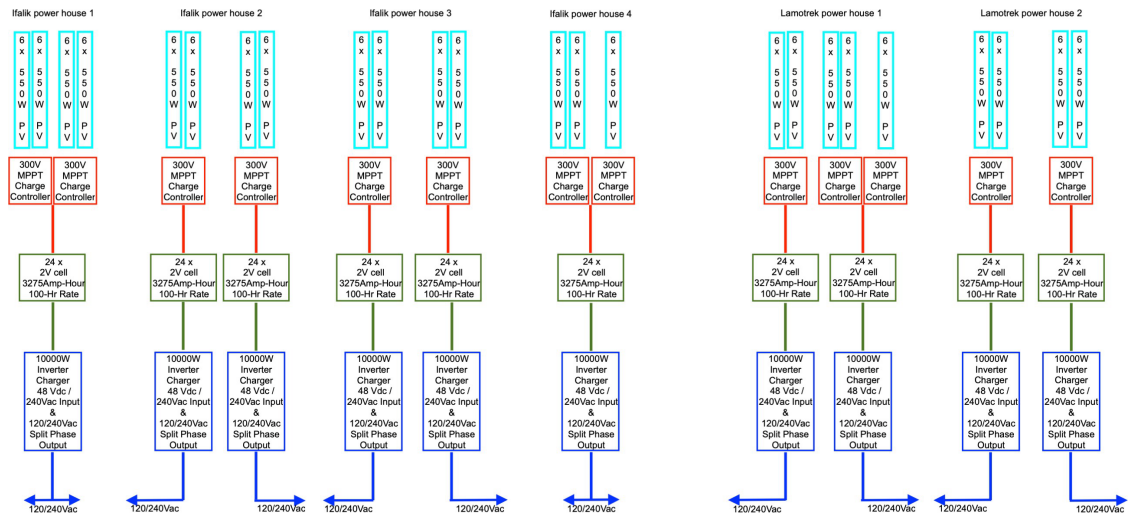
## **Annex 1**

### **Ifalik and Lamotrek Solar PV Minigrid Projects**

### **Technical Specifications and Bill of Quantity**

#### Table of contents:

- 1 - Basic Drawing
- 2 - PV Panels
- 3 - MPPT Charge Controllers
- 4 - Display and Controller module for above MPPT Charge Controllers
- 5 - Inverters Chargers
- 6 - Batteries
- 7 - Underground lines
- 8 - BILL OF QUANTITIES



1 - Basic Drawing

## **2 - PV Panels**

550W Certified solar module. Utility applications.

- PID resistant
- Resistance to salt mist corrosion

Extreme Weather Resilience

- Up to 5,400 Pa front load & 2,400 Pa back load
- Tested load to UL 61730
- Dia. 25mm Hailstone tests at the speed of 24m/s

### **ELECTRICAL SPECIFICATION**

Power Output Pmax	Wp	550
Module Efficiency	%	21.21
Tolerance	%	0/+3%
Short Circuit Current Isc	A	13.99
Open Circuit Voltage Voc	V	49.80
Rated Current Imp	A	13.11
Rated Voltage Vmp	V	41.95
Fuse Rating	A	30A
System Voltage	V	1,500

### **TEMPERATURE COEFFICIENTS**

Normal Operating Cell Temperature (NOCT)	45°C ( $\pm 2\%$ )
Temperature Coefficient of Pmax	-0.350%/°C
Temperature Coefficient of Voc	-0.270%/°C
Temperature Coefficient of Isc	0.048%/°C

### **OPERATING CONDITIONS**

Maximum System Voltage	1,500Vdc
Operating Temperature Range	-40°F to 185°F (-40°C to +85°C)
Maximum Series Fuse Rating	30A
Fire Safety Classification UL	Type 29

Frame Anodized

Junction Box Protection class IP68 with bypass-diodes

### **CERTIFICATIONS AND TESTS**

IEC 61215, 61730, 61701

UL 61730

### **3 - MPPT Charge Controllers**

#### 300V MPPT Charge Controller

- 100A output for up to 6kW of charging
- 300VDC open-circuit voltage limit
- enables 2-string configuration
- Programmable auxiliary control output for smart load controls
- Integrated arc fault circuit detection and interruption for optimized systems
- CEC weighted efficiency greater than 97%

Highly Accelerated Life Testing (HALT).

Outdoor-rated enclosure keeps dust and moisture from damaging internal components.

Arc and ground fault protection and rapid shutdown capacitor discharge

128 days of built-in data storage, smart programming wizards, can monitor, command and control from one location.

#### Specifications

Nominal Battery System Voltage:	24VDC / 36VDC / 48VDC
Maximum Continuous Output Current:	100A
Maximum Input Current (Short-Circuit):	64A
Maximum Array (STC Nameplate):	3500W / 5250W / 7000W
(charging output limited to 100A at battery voltage)	
Maximum PV System Voltage:	300VDC
Operating Input Voltage Range:	30 to 290VDC
Standby Power Consumption:	~2.5W
Power Conversion Efficiency:	24V: 96% 48V: 97%
Peak Efficiency:	24V: 97.5% 48V: 98.8%
CEC Weighted Efficiency:	48V: 97.3%
Charging Regulation:	Three-stage
Voltage Regulation Set Points:	Absorption, float and equalization
Low Power Consumption Mode:	configurable to maximize energy savings based on voltage, time, and current limits
Equalization Charging:	Programmable time intervals, voltage set point and duration, automatic termination when completed
Battery Temperature Compensation:	Adjustable from 2mV/cell/°C to 6mV/cell/°C
Voltage Step-Down Capability:	Down convert from any acceptable array voltage to any battery voltage (example: 72VDC array to 24VDC battery)
Programmable Auxiliary Control Output:	12VDC output signal which can be programmed for different control applications (maximum of 0.25ADC)
Status Display:	LED indicators
Remote Display and Controller:	compatible
Network Cabling:	network system using RJ-45 modular connectors
Data Logging:	128 days
Operating Temperature Range:	Ambient, -25° to 60°C (-13° to 140°F), output power reduced above 25°C
Ingress Protection Rating:	IP54
Enclosure Type:	3R
Certifications:	UL 1741, CSA C22.2 No. 107.1, IEC 62109-1
Charging Range (Output):	20 to 68VDC

Built-in and field replaceable arc fault circuit detection and interruption (AFCI), GFCI, and cooling fan

#### **4 - Display and Controller module for above MPPT Charge Controllers**

##### System Display and Controller

- Monitor, command and control
- User interface and menu structure to program, manage and monitor system
- System configuration wizard
- Built-in clock and calendar function
- Up to 1 year of data logging

Designed for UL 1741 SA compliance, system display and controller to program and monitor complete system.

The controller keeps the user interface and integrated system configuration wizard to make system setup and programming quick and seamless. Ability to set unique multi-level user passwords, possible to secure critical system settings from unintended changes while allowing open access to necessary functions. All settings are stored in on-board memory to eliminate the need to reprogram in the event of a system shutdown or battery replacement. Expandable SD card memory increases data logging capacity as well as making it easy to upgrade units in the field.

##### Controller Specifications

Display:	graphical display
System Access:	operation hot keys, user programmable soft keys
Status Indicators:	LED indicators
Navigational Controls:	navigational keys
Setpoint Adjustment:	Sensitive scroll wheel
Interconnect Cabling:	CAT5 network cable with RJ-45 modular jack
Set Point and Data Memory:	RAM
Clock/Calendar:	On-board real time clock with battery backup
Operating Temperature Range:	0 to 50°C
Environmental Rating:	Indoor Type 1 (IP 30)

## **5 - Inverters Chargers**

10000 Watt Pure Sine Inverter Charger 48 Vdc / 240Vac Input & 120/240Vac Split Phase Output

### Specifications

#### Inverter Output Specifications:

Continuous Output Power: 10000 Watts  
Surge Rating: 30000 Watts (20 Seconds)  
Output Waveform: Pure Sine/Same as input (Bypass Mode)  
100-110-120Vac / 220-230-240Vac  
Nominal Efficiency: >88% (Peak)  
Line Mode Efficiency: >95%  
Output Frequency: 60Hz +/- 0.3Hz  
Typical Transfer Time: 10ms (Max)  
THD: < 10% DC  
Ambient operating temperature: 14°F to 122°F (-10°C to 50°C)

#### Input Specifications

Nominal Input Voltage: 48.0Vdc  
Low Battery Alarm: 42.0Vdc-44.0Vdc  
Low battery Trip: 40.0Vdc-42.0Vdc  
High Voltage Alarm: 64.0Vdc  
Low battery Voltage Restart: 62.0Vdc  
Idle Consumption: 150 Watts  
Power Saver Mode Idle Consumption: 35 Watts

#### Charger Specifications

Output voltage: Depends on battery Type  
Charger Rate: 100A

## **6 - Batteries**

Renewable Power battery Specifications :

2 VOLT LOW MAINTENANCE FLA

Voltage	2
Amp-Hour Capacity	
20-Hr Rate	2500
100-Hr Rate	3275

Storage kWh calculated using a Depth-of-Discharge (DoD) of 50%, or 1.94 VPC

kWh 20-Hr	4.85
kWh 100-Hr	6.35

Fortified Steel Module Design

Battery's steel tray

Element Protector

prevents premature failure from mousing short-circuit and prevents separator damage during cell inspection.

Plate Protection

complete active material retention for longevity.

secondary layer of active material retention.

third layer of insulation against mousing and short-circuits.

final layer of insulation from direct plate-to-plate contact and mousing.

Battery Cover

permanent, leak-free seal between the cell container and cover.

allows for positive plate growth without cover leakage and eliminates cell cover distortion.

Plate Construction

integrated features for superior electrical performance and longevity.

withstand the rigors of deep cycling service and high-rate discharge.

designed for less internal resistance and maximum active material retention to deliver premium battery life.

manufactured with premium lead-oxide to exact specifications, applied uniformly and temperature-cured

optimal product performance and life.



## **7 - Underground lines**

### **7.1 Cable 1**

#### **CU 2000V XLPE Insulation. RHH/RHW-2 PV**

Single Conductor Photovoltaic (Type PV) Power Cable 2000 Volt Copper Conductor XLPE Insulation. **Sizes 4/0AWG, 2AWG, 4AWG.** Heat, Moisture, Sunlight Resistant RoHS. 90°C

#### CONSTRUCTION:

1. Conductor: Stranded bare copper per ASTM B3 and ASTM B8 or ASTM B787
2. Insulation: Cross Linked Polyethylene (XLPE).

#### APPLICATIONS AND FEATURES:

2000 Volt power cables suited for use in wet and dry areas, conduits, ducts, troughs, trays, direct burial, aerial supported by a messenger, and where superior electrical properties are desired. Cables capable of operating continuously at the conductor temperature not in excess of 90°C for normal operation in wet and dry locations, 130°C for emergency overload, and 250°C for short circuit conditions.

#### SPECIFICATIONS:

ASTM B3 Soft or Annealed Copper Wire  
ASTM B8 Concentric-Lay-Stranded Copper Conductors  
ASTM B787 19 Wire Combination Unilay-Stranded Copper Conductors  
UL 44 Thermoset-Insulated Wires and Cables  
UL 4703 Standard for Photovoltaic Wire

### **7.2 Cable 2**

#### **Bare Copper Solid, Compressed Class B and C Sizes 4/0AWG, 2AWG, 4AWG**

#### CONSTRUCTION:

Conductor: Bare copper solid or compressed class B or C per ASTM B3 and ASTM B8

#### SPECIFICATIONS:

- ASTM B3 Soft or Annealed Copper Wire
- ASTM B8 Concentric-Lay-Stranded Copper Conductors

Made in USA

**8 - BILL OF QUANTITIES**

IFALIK & LAMOTREK						
Description	Qty Ifalik	Qty Lamotrek	Total	Unit	Total	Unit
<b>Solar system equipment</b>						
PV Panels kWp	90	54	144	550W	79	kWp
300V MPPT Charge Controller	8	5	13	7000W	91	kW
Display and Controller module for above MPPT Charge Controller	4	4	8	Module	8	Module
10000W Inverter Charger 48 Vdc / 240Vac Input & 120/240Vac Split Phase Output	6	4	10	Module	10	Module
Batteries 2V cell 3275Amp-Hour 100-Hr rate - 24 cells - 48Vdc banks	144	96	240	2V cell 3275Ah	32,750	Ah
<b>Micro-grids</b>						
Underground lines - Cable 1 - Size 4/0AWG	spool must be lighter than 4,000 lbs <b>(5,300ft max per spool)</b>				34,600	ft
Underground lines - Cable 1 - Size 2AWG	spool must be lighter than 4,000 lbs				12,400	ft
Underground lines - Cable 1 - Size 4AWG	spool must be lighter than 4,000 lbs <b>(23,800ft max per spool)</b>				32,400	ft
Underground lines - Cable 2 - Size 4/0AWG	spool must be lighter than 4,000 lbs <b>(6,100ft max per spool)</b>				17,300	ft
Underground lines - Cable 2 - Size 2AWG	spool must be lighter than 4,000 lbs				6,200	ft
Underground lines - Cable 2 - Size 4AWG	spool must be lighter than 4,000 lbs				16,200	ft

# CONTRACT FOR THE SUPPLY OF GOODS

## BETWEEN

**The Yap State Public Service Corporation,**  
Hereinafter called 'YSPSC'

## AND

*(insert contactor name)*

Hereinafter called 'the Contractor' or 'the Supplier'

Contractor Address :

Hereinafter referred to collectively as 'the Parties', YSPSC and the Contractor have agreed as follows:

## Purpose and Contract Documents

- 1.1 Under Invitation to Bid Reference **No. YSPSC-ITB-01-2025**(hereinafter "the ITB"), YSPSC has selected the Contractor for the supply of a total **79kWp** solar PV minigrid interconnected systems with battery energy storage system and delivery to Yap, Federated States of Micronesia, ('the Goods') to YSPSC representative.
- 1.2 The Contractor shall supply the Goods with due diligence and efficiency in accordance with the following documents, heretofore "the Contract Documents", which consist of:
  - This Contract
  - Annex 1 – Technical Specifications and Bill of Quantity
  - The terms and conditions of the ITB **No. YSPSC-ITB-01-2025**
  - Appendix 1: General Terms and Conditions of Contract
- 1.3 The Contract Documents are enumerated under Section 1.2 above in their order of precedence. In the event of a conflict between the Contract Documents, the documents shall take precedence in the order they are enumerated above in Section 1.2, unless otherwise expressly agreed by YSPSC, in writing.
- 1.4 The Contract Documents shall include all modifications or changes agreed upon in writing between the Parties and issued during the term of this Contract.

## Institutional arrangements

- 2.1 All Goods covered by this Contract shall be delivered to main the Port in Yap, Federated States of Micronesia in accordance with Article 7 of the General Terms and Conditions of Contract.

2.2 Any notice or other communication required under this Contract shall be in writing and can be emailed to:

FOR YSPSC		FOR Contractor
<b>For Technical Issues</b>	<b>YSPSC Focal Point</b>	
Name: Vincent Bouet Position: Electrical Engineer Email: vmcrouet@gmail.com	Name: Belinda R. Gilmatam Position: Purchasing Officer Email: <a href="mailto:belindarenmog@gmail.com">belindarenmog@gmail.com</a>	Name: <i>insert name</i> Position: <i>insert position</i> Email: <i>insert email</i>

2.3 The Contractor will report to the YSPSC Focal point for all aspects of the Contract, including the production and acceptance of the required outputs/milestones set out in Article 3 below and in **Annex II** to this Contract.

### Payment Conditions and Schedule

3.1 The total amount inclusive of tax, to be paid by YSPSC to the Contractor for the delivery of the Goods is *(amount in USD to be inserted)*.

3.2 YSPSC shall make payments to the Contractor according to the following payment schedule and associated milestones:

Identification of goods/deliverables	Deadlines	% payment	Amount in USD
(a). Acceptance by YSPSC of the final design and supply specifications of the Solar PV system with signing of contract.	Upon signing of contract.	20	\$
(b). Submission of Supply plan from sourcing, packing, and freighting.	4 weeks after signing of contract	20	\$
(c). Submission of copies of shipping documents (bill of lading, export invoice) and other required documents to YSPSC.	16 weeks after signing of contract	25	\$
(d). Confirmation that the specified solar powered PV system and accessories have been received at main port in Yap, FSM, and inspection report completed with notice sent to the Contractor confirming preliminary acceptance of the goods within 10 days of receipt of goods.	26 weeks after signing contract	25	\$
(e). 10% payment to be retained and released upon commissioning and final acceptance of the Goods. If letter of credit is issued and accepted for	TBD	10	\$

performance security instead of the 10% retention, Payment Milestone (d) above will be 35%.			
<b>TOTAL</b>		<b>100</b>	<b>\$</b>

3.3 In accordance with Article 10 of the General Terms and Conditions, YSPSC will endeavour to make payment to the Contractor within 30 (thirty) days of acceptance of an invoice at the successful completion of each milestone, to be submitted by the Contractor by email to the YSPSC Focal Point designated in Article 2.2.

3.4 YSPSC shall make payment to the following account:

**Bank Name:**  
**Bank Account Holder Name:**  
**Account no:**  
**Routing Number/Swift Code:**  
**Account Currency: USD**

3.5 Once the final payment is received by the Contractor, the present Contract shall be considered completed, with no further obligation from YSPSC towards the Contractor or vice-versa.

3.6 In accordance with Article 7 of the General Terms and Conditions of Contract, YSPSC must formally accept the goods in writing in order to consider that the Supplier has fulfilled its obligations under the Contract. If defects or damage to the Goods are identified by YSPSC upon delivery, the Supplier shall either repair, exchange or refund the Goods in compliance with YSPSC's requirements.

### Attached Services

4.1 In addition to the delivery of the Goods, the Contractor commits to provide the following services:

- Supply of **79KWp** Solar PV with Battery Energy Storage System to the agreed Quantity and Specification as articulated under **Annex 1**.
- All the listed materials are to be delivered to Yap Proper in the Federated States of Micronesia.

### Entry into force, modification, and termination of the Contract

5.1 This Contract shall come into force and effect on the date of its signing by the duly authorised representatives of the Parties and will end on the date that is 2 months after completion of the final milestone in the payment schedule at art 3.2 above.

5.2 This Contract may not be amended or otherwise modified unless in writing and signed by both Parties.

5.3 If, by the expiry date of the contract, the Contractor has performed no part of the work assignment, and no advances have been paid by YSPSC, the Contract shall be considered null and void unless an amendment extending the period of the Contract has been signed by both Parties.

**For YSPSC:**

**For the Contractor:**

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Name: Victor Nabeyan  
Title: General Manager  
Date:

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Name: Click or tap here to enter text.  
Title: Click or tap here to enter text.  
Date:

## APPENDIX I

### YSPSC General Terms and Conditions of Contract

#### *LEGAL STATUS OF THE PARTIES*

- 1.1 YSPSC and the Contractor will be referred to as a “Party” individually or the “Parties” collectively. The Contractor has the legal status of an independent Contractor vis-à-vis YSPSC. The Contractor’s personnel and sub-contractors are not to be considered in any respect employees or agents of YSPSC.

#### *SOURCE OF INSTRUCTIONS*

- 2.1 The Contractor will only accept instructions from YSPSC in the performance of the Contract. The Contractor will refrain from any action that may adversely affect YSPSC and will fulfil its commitments with the fullest regard to the interests of YSPSC. Should any authority external to YSPSC seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor will promptly notify YSPSC and provide all reasonable assistance required by YSPSC.

#### *CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES*

- 3.1 The Contractor will be responsible for the professional and technical competence of its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.
- 3.2 The Contractor shall not discriminate against any person because of race, gender or gender identity, sexual orientation, impairment or disability, religious or political beliefs, age, marital or relationship status, pregnancy, breastfeeding or other family responsibilities.

#### *SPECIFIED PERSONNEL*

- 4.1 The Contractor must ensure that the services are performed in accordance with the Contract. Where personnel have been specified, they must provide those services. YSPSC may remove any personnel (including Specified Personnel) from work in respect of the Contract. If it does so, or if Specified Personnel are unable or unwilling to perform the Contract, the Contractor will provide replacement personnel (acceptable to YSPSC) of suitable ability and qualifications at no additional cost and at the earliest opportunity.

#### *ASSIGNMENT*

- 5.1 The Contractor may not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of YSPSC.

#### *SUB-CONTRACTING*

- 6.1 No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or is agreed to by YSPSC in writing. In any event, the total responsibility for the Contract remains with the Contractor. The Contractor shall be responsible for ensuring that all subcontracts shall be fully consistent with the Contract and shall not in any way



prejudice the implementation of any of its provisions.

- 6.2 Prior to employing individuals or engaging subcontractors to perform services under the Contract, the Contractor agrees, at its own expense, to perform due diligence necessary to ensure compliance with the terms of the Contract.

#### *PURCHASE OF GOODS*

- 7.1 To the extent that the Contract involves any purchase of goods, and unless specifically stated in the Contract, the following terms and conditions apply to any purchases of goods:

##### *Delivery of the goods*

- 7.2 The Contractor shall hand over or make available the goods, and YSPSC shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract.
- 7.3 The Contractor shall provide to YSPSC such shipment documentation (including, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or otherwise, as are customarily utilized in the trade.
- 7.4 Unless otherwise specified in the Contract, (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to YSPSC in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by YSPSC.

##### *Packaging of the goods*

- 7.5 The Contractor shall package the goods for delivery in accordance with the highest standards of packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturer of the goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by YSPSC as well as such other information as is necessary for the correct handling and safe delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

##### *Transportation and freight*

- 7.6 Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), The Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that YSPSC receives all necessary transport documents in a timely manner so as to enable YSPSC to take delivery of the goods in accordance with the requirements of the Contract.

##### *Warranties*

- 7.7 In addition to and without limiting any other warranties, remedies or rights of YSPSC stated in or arising under the Contract, the Contractor warrants and represents that:

- a) The goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;
- b) If the Contractor is not the original manufacturer of the goods, the Contractor shall provide YSPSC with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;
- c) The goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;
- d) The goods are new and unused;
- e) All warranties, even after the end of the Contract, will remain fully valid following any delivery of the goods and for a period of not less than one (1) year following acceptance of the goods by YSPSC in accordance with the Contract;
- f) During any period in which the Contractor's warranties are effective, upon notice by YSPSC that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse YSPSC for the purchase price paid for the defective goods; and,
- g) The Contractor shall remain responsive to the needs of YSPSC for any services that may be required in connection with any of the Contractor's warranties under the Contract.

#### Acceptance of the goods

7.8 Under no circumstances shall YSPSC be required to accept any goods that do not conform to the specifications or requirements of the Contract. YSPSC may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall YSPSC be obligated to accept any goods unless and until YSPSC has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that YSPSC shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until YSPSC in fact provides such written acceptance. In no case shall payment by YSPSC constitute acceptance of the goods.

#### Rejection of the goods

7.9 Notwithstanding any other rights of, or remedies available to YSPSC under the Contract, in case any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, YSPSC, at its sole option, may reject or refuse to accept the goods, and within thirty (30) days following receipt of notice from YSPSC of such rejection or refusal to accept the goods, the Contractor shall, in sole option of YSPSC:

- a) Provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by YSPSC; or,
- b) Repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; or,

- c) Replace the goods with goods of equal or better quality; and,
- d) Pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to YSPSC.

#### Title to the goods

7.10 Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to YSPSC upon delivery of the goods and their acceptance by YSPSC in accordance with the requirements of the Contract.

#### *PROVISION OF SERVICES*

8.1 To the extent that the Contract involves any provision of services, whether in whole or in part, and unless specifically stated in the Contract, the following terms and conditions shall apply to any provision of services:

#### Examination and acceptance

8.2 YSPSC reserves the right to assess the services provided under the Contract, at any time prior to the expiry of the Contract. In the event that the services are not performed in accordance with the terms of reference and/or the provisions of the Contract, and at no additional cost, the Contractor shall make such adjustments as YSPSC may request in writing to provide the services in accordance with the terms of the Contract, so as not to unduly delay delivery.

#### Delay and defaults

8.3 If there should be any delay in the performance of the Contract or any part thereof, the Contractor shall notify YSPSC in writing giving the cause.

8.4 If the Contractor is unable to obtain any services necessary for the performance of the Contract from its normal sources, it shall remain liable for any delays when equivalent services can be obtained from other sources in good time.

8.5 In any event, if the Contractor fails to complete the services required within the time specified in the Contract, or within any extension that may be granted, YSPSC may, without prejudice to any further rights it may have under the Contract:

- a) Suspend or cancel the right of the Contractor to proceed further with any services – or part thereof – in which there has been a delay;
- b) Obtain elsewhere upon such terms and conditions as may be deemed appropriate replacement services similar to those which the Contractor failed to provide; or
- c) Make a corresponding adjustment to the consideration payable to the Contractor; provided, however, that the Contractor shall continue performance of the Contract to the extent not suspended or cancelled under the provisions of this paragraph.

8.6 The Contractor shall be liable for any excess costs or damages caused to YSPSC by a failure or delay on the part of the Contractor in the performance of its obligations under the

Contract, except where such failure or delay is due to:

- a) causes which are attributable to YSPSC, or
- b) Force Majeure.

- 8.7 YSPSC shall determine the effects of any delay or default particularly in regard to an adjustment of the consideration due to the Contractor and to excess costs or damages caused to YSPSC and its findings shall be binding.
- 8.8 If the Contractor doesn't cure the default or delay for providing the services within a reasonable timeframe, YSPSC may terminate the Contract for cause, according to article 29 of these General Terms and Conditions.

#### *EXECUTION OF WORKS*

- 9.1 To the extent that the Contract involves any execution of works, whether in whole or in part, and unless specifically stated in the Contract, the following terms and conditions shall apply to any execution of works:

##### *Obligation to Perform in Accordance with the Contract*

- 9.2 The Contractor shall execute and complete the works and remedy any defects therein in strict accordance with the Contract, with due care and diligence and to the satisfaction of YSPSC, and shall provide all labor, including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to YSPSC's instructions and directions on any matter, touching or concerning the works.
- 9.3 The Contractor shall execute and complete the works in accordance with article 26 of these general terms and conditions, in particular with regard to health and safety requirements, insurance, working conditions for workers, construction, administration and environmental law.

##### *Insurance of the works*

- 9.4 The Contractor shall insure at its own costs, immediately following signature of the Contract, in the joint names of YSPSC and the Contractor for the entire duration of the Contract, including the defect liability period, against all loss or damage from whatever cause arising, other than cause of Force majeure and against loss or damage for which the Contractor is responsible.
- 9.5 The Contractor shall insure against his liability for any death, material or physical damage, loss or injury which may occur to any property (including that of YSPSC) or to any person (including any employee of YSPSC) by or arising out of the execution of the works or in the carrying out of the Contract.
- 9.6 The Contractor shall insure against the liability of any accident or injury any workman or other person in the employment of the Contractor or any subcontractor.

### Responsibility of the Contractor

- 9.7 The Contractor shall take full responsibility for the adequacy, stability, and safety of all site operations and methods of construction.
- 9.8 The Contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by YSPSC in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labor in connection therewith. If, at any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor, on being required so to do by YSPSC, shall, at his own cost, rectify such error to the satisfaction of YSPSC.

### Delays or damage to the works

- 9.9 The Contractor shall give written notice to YSPSC whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by YSPSC within a reasonable time. The notice shall include details of drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.
- 9.10 In the event that any damage or loss should happen to the works or to any part thereof from any cause whatsoever (except as shall be due to Force Majeure), the Contractor shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and YSPSC's instructions.

### Fossils, artifacts, and antiques

- 9.11 All fossils, coins, artifacts, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall as between YSPSC and the Contractor be deemed to be the absolute property of YSPSC. YSPSC shall then decide how such discoveries are to be dealt with, taking due account of the law of the State in which the works are carried out. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint YSPSC of such discovery.

### Ownership of paid material and work

- 9.12 All material and work covered by payments made by YSPSC to the Contractor shall thereupon become the sole property of YSPSC.

### Defect liability period

- 9.13 During a period of 12 months, calculated from the date of completion of the works, the Contractor shall be bound to YSPSC by a defect liability period. During this period, the Contractor shall finish the work outstanding, if any, and execute all such work of repair, amendment, reconstruction, rectification. Further, the Contractor shall make good defects, imperfections, shrinkages, or other faults as may be required of the Contractor in writing by YSPSC. The Contractor shall also be liable for any damage to the works

occasioned by him in the course of any operations carried out during the defect liability period.

- 9.14 All such outstanding work shall be carried out by the Contractor at his own expense if, in the opinion of YSPSC, the necessity thereof is due to the use of material or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied, on the Contractor's part under the Contract. For this purpose, YSPSC may withhold payment of minimum 5% of the remuneration as a defect liability bond pending expiry of the defect liability period for claims relating to defects. The Contractor may redeem this bond by providing a defect liability guarantee.

#### *TERMS OF PAYMENT*

- 10.1 No invoice shall be submitted by the Contractor until the corresponding milestone has been formally accepted by YSPSC in accordance with the terms of the Contract. The payment term of 30 (thirty) days runs from the day the invoice is accepted by YSPSC, after successful completion of the related milestone.
- 10.2 Each invoice shall mention the reference number of the Contract/Purchase Order and shall be issued in the legal name and address of YSPSC's Headquarters or Regional office as follows:

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**Yap State Public Service Corporation**  
**P.O. Box 667**  
**Colonia, Yap, FSM 96943**

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- 10.3 The contractually agreed price is not subject to any adjustment or revisions because of currency fluctuations or conversion rates, or the actual costs incurred by the Contractor in the performance of the Contract.
- 10.4 The Contractor shall be solely responsible for the arrangement of any visas required and the payment of any tax or any other liabilities incurred during the provision of the Services.
- 10.5 YSPSC shall not be responsible for any expenses incurred by the Contractor in performing the Contract unless specifically stated in the Contract.

#### *OFFICIAL NOT TO BENEFIT*

- 11.1 The Contractor warrants that no official of YSPSC has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

#### *INDEMNIFICATION*

- 12.1 The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, YSPSC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or

sub-contractors, in the performance of the Contract. This obligation does not extend to actions and omissions of YSPSC.

- 12.2 This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors.
- 12.3 The obligations under this clause do not lapse upon termination of the Contract.

#### *FRAUD AND CORRUPTION*

- 13.1 The Contractor shall adhere to the highest standard of ethical conduct and not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.
- 13.2 The Contractor agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to the Contract, of which the Contractor has been informed or has otherwise become aware, promptly to the attention of YSPSC.
- 13.3 For purposes of these General Terms and Conditions, the following definitions shall apply:
- (i) **"corruption"** means the abuse of entrusted power for private gain. It may include improperly influencing the actions of another party or causing harm to another party. The gain or benefit may be for the person doing the act or for others.
  - (ii) **"fraud"** means any dishonest act or omission that causes loss or detriment to YSPSC or results in an unauthorized benefit or advantage to either the person(s) acting or omitting or to a third party. The act or omission can be either deliberate or reckless in relation to the harm caused or the benefit or advantage obtained.
- 13.4 Any breach of this representation and warranty shall entitle YSPSC to terminate the Contract immediately upon notice to the Contractor, at no cost to YSPSC.

#### *INSURANCE AND LIABILITIES TO THIRD PARTIES*

- 14.1 YSPSC shall have no responsibility for the purchase of any insurance which may be necessary in respect to any loss, injury, damage or illness occurring during the execution by the Contractor of the present Contract.
- 14.2 The Contractor will hold insurance against all risks in respect of its employees, sub-contractors, property and equipment used for the execution of the Contract, including appropriate worker's compensation for personal injury or death.
- 14.3 The Contractor will also hold liability insurance in an adequate amount to cover third party claims for any claims arising from or in connection with the provision of services under the Contract.
- 14.4 The Contractor shall, upon request, provide YSPSC with satisfactory evidence of insurance cover as required under this clause.

#### *ENCUMBRANCES/LIENS*

- 15.1 The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with



YSPSC against any monies due or to become due for any work done or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor.

#### *TITLE TO EQUIPMENT FURNISHED BY YSPSC*

16.1 Title to any equipment and supplies that may be provided by YSPSC rests with YSPSC. Such equipment shall be returned to YSPSC at the conclusion of the Contract or when no longer needed by the Contractor. On return, the equipment shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate YSPSC for equipment determined to be damaged or degraded beyond normal wear and tear.

#### *INTELLECTUAL PROPERTY RIGHTS*

17.1 YSPSC is entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of the Contract. This includes derivative works created as a result of products created pursuant to the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for YSPSC.

17.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, YSPSC does not and shall not claim any ownership interest thereto, and the Contractor grants to YSPSC a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

17.3 At YSPSC's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to YSPSC.

17.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of YSPSC, shall be made available for use or inspection by YSPSC at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to YSPSC authorized officials on completion of work under the Contract.

#### *TITLE TO DELIVERABLES*

18.1 The Contractor warrants that the contractual deliverables are unencumbered by any third party's proprietary rights. Unless otherwise expressly provided in the Contract, title to contractual deliverables shall pass to YSPSC when they are handed over to it.

#### *USE OF NAME, EMBLEM OR OFFICIAL SEAL OF YSPSC*

19.1 The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill the fact that it is a Contractor with YSPSC, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of YSPSC, or any abbreviation of the name of YSPSC in connection with its business or otherwise without YSPSC's prior written approval.

#### *CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION*

20.1 All documents and information relating to the Contract as well as any other information of which the Contractor becomes aware in the course of performing the Contract that is not in the public domain must be treated as confidential during and beyond the term of the Contract. The Contractor shall not be permitted to make use of any such data and information for the Contractor's own purposes.

20.2 The Contractor may not communicate at any time to any other person, Government or authority external to YSPSC, any information known to it by reason of its association with YSPSC which has not been made public except with the authorization of YSPSC; nor shall the Contractor at any time use such information to private advantage.

20.3 YSPSC undertakes to treat as confidential and not to disclose to any third-party information concerning the Contractor's trade secrets or business affairs disclosed by him for the purposes of the Contract.

20.4 These obligations do not lapse upon termination of the Contract.

#### *USE OF AND LIABILITY FOR DATA*

21.1 The Contractor's use of all data supplied to him by YSPSC is restricted exclusively to the purpose of performing his obligations under the Contract.

21.2 The Contractor must ensure that personal data is processed in accordance with all applicable laws, regulations and general principles on the protection of personal data. Where the Contractor is to process personal data on behalf of YSPSC, such processing will be governed by and carried out in accordance with YSPSC's Privacy Policy.

#### *TAX EXEMPTION*

22.1 Under host country agreements and legislation of YSPSC members conferring privileges and immunities, as an intergovernmental organization, YSPSC is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognise YSPSC's exemption from such taxes, duties or charges, the Contractor shall immediately consult with YSPSC to determine a mutually acceptable procedure.

22.2 The Contractor authorises YSPSC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with YSPSC before the payment thereof and YSPSC has, in each instance,

specifically authorised the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide YSPSC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

22.3 The Contractor is responsible for payment of their own income taxes.

#### *GOVERNING LAW AND OBSERVANCE OF THE LAW*

26.1 These General Terms and Conditions will be governed by the general principles of international law to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts 2016.

26.2 The Contractor must comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

#### *AUTHORITY TO MODIFY*

27.1 No modification or change, nor waiver of any of the provisions of the Contract and/or these General Terms and Conditions will be valid and enforceable against YSPSC unless provided by an amendment to the Contract signed by the authorized official of YSPSC.

27.2 If the Contract shall be extended before its expiry for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 27.1, above.

#### *FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS*

28.1 Force majeure for the purposes of these General Terms and Conditions means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Parties.

28.2 In the event of the occurrence of any cause constituting force majeure and within fifteen (15) days of the occurrence of the force majeure event, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party should notify the other Party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract.

28.3 The notice shall include steps proposed by the affected Party to be taken, including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

28.4 If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, YSPSC shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in clause 29 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

#### *TERMINATION*

29.1 Either party may terminate the Contract for cause, in whole or in part, with fifteen (15) days' written notice to the other party. The initiation of arbitral proceedings in accordance with clause 30 "Settlement of Disputes" below shall not be deemed a termination of the Contract.

29.2 YSPSC reserves the right to terminate without cause the Contract, at any time with thirty (30) days written notice to the Contractor, in which case YSPSC shall pay the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

29.3 In the event of any termination of the Contract by YSPSC, no payment shall be due from YSPSC to the Contractor except for work and services satisfactorily performed in conformity with the express terms of the Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditure.

29.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Contractor, YSPSC may, without prejudice to any other right or remedy it may have, terminate the Contract forthwith. The Contractor shall immediately inform YSPSC of the occurrence of any of the above events.

#### *SETTLEMENT OF DISPUTES*

30.1 The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract or the breach, termination or invalidity thereof.

30.2 If a dispute is not settled within sixty (60) days of one Party notifying the other of a request for amicable settlement, the dispute can be referred by either Party to arbitration in accordance with the general principles of international law. The arbitration will be governed by the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### *PRIVILEGES AND IMMUNITIES*

30.3 Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of YSPSC.