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## **STANDARD PROCUREMENT DOCUMENT**

- **Procurement of:** Gas chromatography – Mass Spectrometer
- **Issued on:** August 04, 2023
- **ICB No:** SKNBS023
- **Purchaser:** St. Kitts & Nevis Bureau of Standards
- **Country:** St. Kitts & Nevis

**Caribbean Development Bank**

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# Standard Bidding Document

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## **PART 1 – Bidding Procedures**

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

<p><b>1. Scope of Bid</b></p>	<p>1.1 The Purchaser indicated in Section II, <b>Bid Data Sheet</b> (BDS) issues this Bidding Document for the procurement of Goods and if applicable any Related Services incidental thereto, as specified in Section VII, Supply Requirements. The name, identification, and number of lots (contracts) are <b>provided in the BDS</b>.</p>
	<p>1.2 Unless otherwise stated, throughout this Bidding Document:</p> <ul style="list-style-type: none"> <li>(a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if <b>specified in the BDS</b>, distributed or received through electronic-procurement system used by the Purchaser) with proof of receipt;</li> <li>(b) if the context so requires, “singular” means “plural” and vice versa;</li> <li>(c) “Day” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a working day of the Recipient. It excludes the Recipient’s official public holidays; and</li> <li>(d) the terms “Subcontractor” and “Subsupplier” shall have the meanings conferred to them in Clause 1 of the General Conditions of Contract.</li> </ul>

<p><b>2. Source of Funds</b></p>	<p>2.1 The Recipient (hereinafter called “Recipient”) <b>indicated in the BDS</b> has applied for or received financing (hereinafter called “funds”) from the European Union via the Caribbean Development Bank (hereinafter called “the Bank”) toward the cost of the project <b>named in the BDS</b>. The Recipient intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p>
	<p>2.2 Payments by the Bank will be made only at the request of the Recipient and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Recipient and the Bank (the Financing Agreement) and will be subject in all respects to the terms and conditions of the Financing Agreement. The Financing Agreement prohibits withdrawal from the financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Recipient shall derive any rights from the Financing Agreement or have any claim to the funds.</p>
<p><b>3. Prohibited Practices and Other Integrity Related Matters</b></p>	<p>3.1 CDB requires compliance with CDB’s policy on Prohibited Practices and Other Integrity Related Matters, as set forth in Section VI, Prohibited Practices and Other Integrity Related Matters.</p>
	<p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), Subcontractors, subconsultants, service providers, suppliers, Subsuppliers, and personnel, to permit CDB to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, Bid submission (in case prequalified), proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by CDB.</p>

<b>4. Eligible Bidders</b>	4.1 Bidders shall meet the eligibility criteria as per this ITB and Section V.
	4.2 A Bidder may be a firm that is a private entity a stated-owned owned enterprise or institution, subject to <b>ITB 4.8</b> , or any combination of them in the form of a Joint Venture (JV) with the formal intent, as evidenced by a letter of intent, to enter into an agreement or under an existing agreement. In the case of a joint venture, all partners shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Bidding process and during contract execution (in the event the JV is awarded the Contract). Unless <b>specified in the BDS</b> , there is no limit on the number of partners in a JVA firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor or Subsupplier in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a Subcontractor or Subsupplier in more than one Bid.
	4.3 Bidders or joint venture partners shall have the nationality of an eligible country as detailed in Section V and shall comply with the following:  (a) be legally constituted, incorporated or registered in and operates in conformity with the provisions of the laws of an eligible country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be, and have their principal place of business in an eligible country;
	(b) be more than fifty (50) percent beneficially-owned by a citizen or citizens and/or a bona fide



	<p>resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and</p> <p>(c) shall have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e., more than fifty (50) percent of the value of the contract, will accrue or be paid to Subcontractors or subconsultants that are not from an Eligible Country.</p>
	<p>4.4 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <p>(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or</p> <p>(b) receives or has received any direct or indirect subsidy from another Bidder; or</p> <p>(c) has the same legal representative as another Bidder; or</p> <p>(d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or</p> <p>(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Bid; or</p>
	<p>(f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Recipient for the Contract implementation; or</p> <p>(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project <b>specified in the BDS ITB 2.1</b> that it provided or were provided</p>

	<p>by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or</p> <p>(h) has a close business or family relationship with professional staff of the Recipient (or of the project implementing agency, or of a recipient of a part of the financing) who: (i) are directly or indirectly involved in the preparation of the Bidding Document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.</p>
	<p>4.5 A Bidder that has been suspended or sanctioned by CDB or against whom an MDB Debarment<sup>1</sup> or MDB Cross-Debarment<sup>2</sup> has been imposed, subject to the provisions of Section VI, shall be ineligible to Bid for or be awarded a CDB-financed contract or benefit from a CDB-financed contract, financially or otherwise, during such period of time as CDB shall have determined or an MDB Debarment or Cross-Debarment is in effect. The list of debarred firms and individuals is available at the electronic address <b>specified in the BDS.</b></p>
	<p>4.6 A firm that is under a sanction of debarment by the Recipient from being awarded a contract is eligible to participate in this procurement, unless CDB, at the Recipient's request, is satisfied that the debarment; (a) relates to Prohibited Practices, as defined in Section VI, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.</p>

<sup>1</sup> A debarment imposed and announced publicly, on their official website, by at least one MDB which is a signatory to the Agreement on Mutual Enforcement of Debarment Decisions in accordance solely with its internal sanctions policies and procedures.

<sup>2</sup> A debarment imposed and announced publicly pursuant to the provisions for mutual recognition and enforcement under the Agreement on Mutual Enforcement of Debarment Decisions.

	<p>4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.</p>
	<p>4.8 Bidders that are state-owned enterprise or institutions from an eligible country, as pursuant to Section V, may be eligible to Bid and be awarded a Contract(s) only if they can establish, in a manner acceptable to CDB, that they:</p> <ul style="list-style-type: none"> <li>(a) are legally and financially autonomous. “Legally autonomous” means a legal entity separate from the eligible country’s government. "Financially autonomous" means not receiving budget support from any public entity, and not being obliged to pass financial surplus to the same, except through dividends to shareholders;</li> <li>(b) operate under commercial law - Being vested with legal rights and liabilities similar to any commercial enterprise, including, being incorporated or established by statutory charter under local law; having the right: <ul style="list-style-type: none"> <li>(i) to enter into legally binding contracts;</li> <li>(ii) to sue;</li> <li>(iii) to be sued; and</li> <li>(iv) to borrow money, being liable for the repayment of debts and being able to be declared bankrupt.</li> </ul> </li> </ul>
	<p>4.9 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Recipient’s Country prohibits commercial relations with that country, provided that CDB is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient’s country prohibits any import of goods or contracting</p>

	<p>of works or services from that country, or any payments to any country, person, or entity in that country. When the project is implemented across jurisdictional boundaries (and more than one country is a Recipient, and is involved in the procurement), then exclusion of a firm or individual on the basis of <b>ITB 4.9</b> (a) above by any country may be applied to that procurement across other countries involved, if CDB and the Recipients involved in the procurement agree.</p> <p>4.10 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p>
<b>5. Eligible Goods and Related Services</b>	<p>5.1 Not applicable.</p> <p>5.2 Not applicable.</p> <p>5.3 Not applicable.</p>
<b>B. Contents of Bidding Document</b>	
<b>6. Sections of Bidding Document</b>	<p>6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with <b>ITB 8</b>.</p>
	<p><b>PART 1 Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I. Instructions to Bidders (ITB)</li> <li>• Section II. Bid Data Sheet (BDS)</li> <li>• Section III. Evaluation and Qualification Criteria</li> <li>• Section IV. Bidding Forms</li> <li>• Section V. Eligible Countries</li> <li>• Section VI. Prohibited Practices and Other Integrity Related Matters</li> </ul> <p><b>PART 2 Requirements</b></p> <ul style="list-style-type: none"> <li>• Section VII. Supply Requirements</li> </ul> <p><b>PART 3 Conditions of Contract and Contract Forms</b></p> <ul style="list-style-type: none"> <li>• Section VIII. General Conditions of Contract (GC)</li> <li>• Section IX. Special Conditions of Contract (PS)</li> <li>• Section X. Contract Forms</li> </ul>
	<p>6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.</p>

	<p>6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with <b>ITB 8</b>. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation required by the Bidding Documents.</p>
<p><b>7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</b></p>	<p>7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address <b>indicated in the BDS</b> or raise his enquiries during the pre-bid meeting if provided for in accordance with <b>ITB 7.4</b>. The Purchaser will respond to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Purchaser's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with <b>ITB 6.3</b>, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under <b>ITB 8</b> and <b>ITB 22.2</b>.</p>
	<p>7.2 Where applicable, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for the provision of the Requirements. The costs of visiting the site shall be at the Bidder's own expense.</p>
	<p>7.3 Pursuant to <b>ITB 7.2</b>, where the Bidder and any of its personnel or agents have been granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, the Bidder, its personnel,</p>

	and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
	7.4 The Bidder's designated representative is invited to attend a pre-Bid meeting and/or a site visit, <b>if provided for in the BDS</b> . The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. If so <b>provided for in the BDS</b> , the Purchaser will organise a site visit.
	7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.
	7.6 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with <b>ITB 6.3</b> . Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to <b>ITB 8</b> and not through the minutes of the pre-bid meeting.
	7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
<b>8. Amendment of Bidding Document</b>	8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Document by issuing addenda.
	8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with <b>ITB 6.3</b> .
	8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser May, at its discretion, extend the

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	deadline for the submission of Bids, pursuant to <b>ITB 22.2.</b>
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<b>C. Preparation of Bids</b>	
<b>9. Cost of Bidding</b>	9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
<b>10. Language of Bid</b>	10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language <b>specified in the BDS</b> . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in that language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
<b>11. Documents Comprising the Bid</b>	11.1 The Bid shall comprise the following: <ul style="list-style-type: none"> <li>(a) <b>Letter of Bid</b> prepared in accordance with <b>ITB 12</b>;</li> <li>(b) <b>Price Schedules</b>, as provided in Section IV, Bidding Forms, completed in accordance with <b>ITB 12</b> and <b>ITB 14</b>;</li> <li>(c) <b>Bid Security</b> or <b>Bid Securing Declaration</b>, in accordance with <b>ITB 19</b>;</li> <li>(d) <b>Alternative Bid</b>: if permissible, in accordance with <b>ITB 13</b>;</li> <li>(e) <b>Authorisation</b>: written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with <b>ITB 20.2</b> and <b>ITB 20.3</b>;</li> </ul>
	(f) <b>Qualifications</b> : documentary evidence in accordance with <b>ITB 17</b> establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;



	<p>(g) <b>Bidder's Eligibility:</b> documentary evidence in accordance with <b>ITB 17</b> establishing the Bidder's eligibility to Bid;</p> <p>(h) <b>Eligibility of Goods and Related Services:</b> documentary evidence in accordance with <b>ITB 16</b>, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;</p> <p>(i) <b>Conformity:</b> documentary evidence in accordance with <b>ITB 16</b> and <b>30</b>, that the Goods and Related Services conform to the Bidding Document; and</p> <p>(j) any other document <b>required in the BDS.</b></p>
	<p>11.2 In addition to the requirements under <b>ITB 11.1</b>, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.</p>
	<p>11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>

<b>12. Letter of Bid and Price Schedules</b>	12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under <b>ITB 20.3</b> . All blank spaces shall be filled in with the information requested.
<b>13. Alternative Bids</b>	13.1 Unless otherwise <b>indicated in the BDS</b> , alternative proposals shall not be considered. If alternative proposals are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria.
<b>14. Bid Prices and Discounts</b>	14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
	<p>14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.</p> <p>14.3 The price to be quoted in the Letter of Bid in accordance with <b>ITB 12.1</b> shall be the total price of the Bid, excluding any discounts offered.</p> <p>14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with <b>ITB 12.1</b>.</p>
	14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise <b>specified in the BDS</b> . A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to <b>ITB 29</b> . However, if in <b>accordance with the BDS</b> , prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
	14.6 If so specified in <b>ITB 1.1</b> , Bids are being invited for individual lots (contracts) or for any combination of

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

	<ul style="list-style-type: none"><li>(ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and</li><li>(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) <b>specified in the BDS.</b></li></ul> <p>(b) For Goods manufactured outside the Purchaser's Country, to be imported:</p> <ul style="list-style-type: none"><li>(i) the price of the Goods, quoted CIP, named place of destination, in the Purchaser's Country, as <b>specified in the BDS;</b></li><li>(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;</li></ul> <p>(c) For Goods manufactured outside the Purchaser's Country, already imported:</p> <ul style="list-style-type: none"><li>(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;</li><li>(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;</li><li>(iii) the price of the Goods, obtained as the difference between (i) and (ii) above;</li><li>(iv) any Purchaser's Country sales and other taxes which will be payable on the</li></ul>
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	<p>Goods if the Contract is awarded to the Bidder; and</p> <p>(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) <b>specified in the BDS.</b></p> <p>(d) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).</p>
<b>15. Currencies of Bid</b>	<p>15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise <b>specified in the BDS.</b></p>
	<p>15.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.</p>
<b>16. Documents Establishing the Eligibility and Conformity of Goods and Related Services</b>	<p>16.1 To establish the eligibility of the Goods and Services in accordance with ITB Clause 5, Bidders shall complete the forms, included in Section IV, Bidding Forms.</p> <p>16.2 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Supply Requirements.</p>
	<p>16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a</p>

	<p>detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VI, Supply Requirements.</p>
	<p>16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period <b>specified in the BDS</b> following commencement of the use of the goods by the Purchaser.</p> <p>16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VI, Supply Requirements.</p>
<p><b>17. Documents Establishing the Eligibility and Qualifications of the Bidder</b></p>	<p>17.1 To establish Bidder's eligibility in accordance with <b>ITB 4</b>, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.</p>
	<p>17.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction:</p> <p>(a) that, if required <b>in the BDS</b>, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation using the form included in</p>

	<p>Section IV, Bidding Forms to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;</p>
	<p>(b) that, if required <b>in the BDS</b>, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</p> <p>(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</p>
<b>18. Period of Validity of Bids</b>	<p>18.1 Bids shall remain valid for the period <b>specified in the BDS</b> after the Bid submission deadline date prescribed by the Purchaser. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with <b>ITB 22.1</b>). A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.</p>
	<p>18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with <b>ITB 19</b>, the Bidder granting the request shall also extend the Bid Security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in <b>ITB 18.3</b>.</p>
	<p>18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity</p>

	<p>period, the Contract price shall be determined as follows:</p> <ul style="list-style-type: none"> <li>(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor <b>specified in the BDS</b>;</li> <li>(b) in the case of adjustable price contracts, no adjustment shall be made;</li> <li>(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.</li> </ul>
<b>19. Bid Security</b>	<p>19.1 The Bidder shall furnish as part of its Bid, the original of either a Bid-Securing Declaration or a Bid Security, as <b>specified in the BDS</b>, using the relevant form included in Section IV, Bidding Forms. In the case of a Bid Security, the Bid Security amount and currency shall be <b>specified in the BDS</b>.</p>
	<p>19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.</p>
	<p>19.3 If a Bid Security is specified pursuant to <b>ITB 19.1</b>, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> <li>(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);</li> <li>(b) an irrevocable letter of credit;</li> <li>(c) a cashier's or certified check; or</li> <li>(d) another form of security <b>specified in the BDS</b></li> </ul> <p>from a reputable source from an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuer shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid</p>



	<p>Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Purchaser prior to bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the original validity period of the Bid, or beyond any period of extension if requested under <b>ITB 18.2</b>.</p>
	<p>19.4 If a Bid Security is specified pursuant to <b>ITB 19.1</b>, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Purchaser as non-responsive.</p>
	<p>19.5 If a Bid Security is specified pursuant to <b>ITB 19.1</b>, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to <b>ITB 45</b>.</p>
	<p>19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.</p>
	<p>19.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:</p>
	<p>(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid or any extension thereto provided by the Bidder; or</p> <p>(b) if the successful Bidder fails to:</p> <p>(i) sign the Contract in accordance with <b>ITB 44</b>; or</p> <p>(ii) furnish a Performance Security in accordance with <b>ITB 45</b>.</p>
	<p>19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid Securing Declaration shall be in</p>

	<p>the names of all future partners as named in the letter of intent referred to in <b>ITB 4.1</b> and <b>ITB 11.2</b>.</p>
	<p>19.9 If a Bid Security is not required <b>in the BDS</b>, pursuant to <b>ITB 19.1</b>, and</p> <p>(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid;</p> <p>or</p> <p>(b) if the successful Bidder fails to: sign the Contract in accordance with <b>ITB 44</b>; or furnish a Performance Security in accordance with <b>ITB 45</b>;</p> <p>the Recipient may, if provided for <b>in the BDS</b>, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated <b>in the BDS</b>.</p>
<b>20. Format and Signing of Bid</b>	<p>20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in <b>ITB 11</b> and clearly mark it “ORIGINAL.” Alternative Bids, if permitted in accordance with <b>ITB 13</b>, shall be clearly marked “ALTERNATIVE.” In addition, the Bidder shall submit copies of the Bid, in the number <b>specified in the BDS</b> and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.</p>
	<p>20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p>
	<p>20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as <b>specified in the BDS</b> and shall be attached to the Bid. The name and position held by each person signing the authorisation must be typed</p>

	<p>or printed below the signature. All pages of the Bid where entries have been made shall be signed or initialled by the person signing the Bid.</p>
	<p>20.4 In case the Bidder is a JV, the Bid shall be signed by an authorised representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorised representatives.</p> <p>20.5 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.</p>
<p><b>D. Submission and Opening of Bids</b></p>	
<p><b>21. Sealing and Marking of Bids</b></p>	<p>21.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:</p> <p>(a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in <b>ITB 11</b>; and</p>
	<p>(b) in an envelope marked “COPIES”, all required copies of the Bid; and,</p> <p>(c) if alternative Bids are permitted in accordance with <b>ITB 13</b>, and if relevant:</p> <p>(i) in an envelope marked “ORIGINAL - ALTERNATIVE”, the alternative Bid; and</p> <p>(ii) in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.</p>
	<p>21.2 The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Bidder;</p> <p>(b) be addressed to the Purchaser in accordance with <b>ITB 22.1</b>;</p> <p>(c) bear the specific identification of this Bidding process pursuant to <b>ITB 1.1</b>; and</p> <p>(d) bear a warning not to open before the time and date for Bid opening.</p> <p>21.3 If all envelopes and packages are not sealed and marked as required, the Purchaser will assume no</p>

	responsibility for the misplacement or premature opening of the Bid.
<b>22. Deadline for Submission of Bids</b>	22.1 Bids must be received by the Purchaser at the address and no later than the date and time <b>indicated in the BDS</b> . When so <b>specified in the BDS</b> , Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures <b>specified in the BDS</b> .
	22.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with <b>ITB 8</b> , in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
<b>23. Late Bids</b>	23.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with <b>ITB 22</b> . Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with <b>ITB 20.2</b> , (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:
	<ul style="list-style-type: none"> <li>(a) prepared and submitted in accordance with <b>ITB 20</b> and <b>ITB 21</b> (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and</li> <li>(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with <b>ITB 22</b>.</li> </ul>

	24.2	Bids requested to be withdrawn in accordance with <b>ITB 24.1</b> shall be returned unopened to the Bidders.
	24.3	No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
<b>25. Bid Opening</b>	25.1	Except as in the cases specified in <b>ITB 23</b> and <b>ITB 24.2</b> , the Purchaser shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and place <b>specified in the BDS</b> , in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Bidding is permitted in accordance with <b>ITB 22.1</b> , shall be as <b>specified in the BDS</b> .
	25.2	First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at Bid opening.
	25.3	Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at Bid opening.
	25.4	Next, envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Bid opening.

	<p>25.5 Next, all other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Price(s), per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate.</p> <p>25.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending Bid opening in the manner <b>specified in the BDS</b>.</p> <p>25.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with <b>ITB 23.1</b>).</p>
	<p>25.8 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts and alternative Bids; and the presence or absence of a Bid Security or a Bid-Securing Declaration.</p> <p>25.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>

<b>E. Evaluation and Comparison of Bids</b>	
<b>26. Confidentiality</b>	26.1 Information relating to the evaluation of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders, in accordance with <b>ITB 44</b> or in the case of a Standstill Period an Intention to Award the Contract is transmitted to all Bidders in accordance with <b>ITB 42</b> .
	26.2 Any attempt by a Bidder to influence improperly the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
	26.3 Notwithstanding <b>ITB 26.2</b> , from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.
<b>27. Clarification of Bids</b>	27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Purchase may, at its discretion, ask any Bidder for a clarification of its Bid, allowing a reasonable time for response. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with <b>ITB 31</b> .
	27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

<p><b>28. Deviations, Reservations, and Omissions</b></p>	<p>28.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) “Deviation” is a departure from the requirements specified in the Bidding Document;</li> <li>(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>
<p><b>29. Determination of Responsiveness</b></p>	<p>29.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in <b>ITB 11</b>.</p>
	<p>29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p>
	<ul style="list-style-type: none"> <li>(a) if accepted, would: <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or</li> <li>(ii) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or</li> </ul> </li> <li>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul>



	29.3	The Purchaser shall examine the technical aspects of the Bid submitted in accordance with <b>ITB 16</b> and <b>ITB 17</b> , in particular, to confirm that all requirements of Section VI, Schedule of Requirements, have been met without any material deviation, reservation, or omission.
	29.4	If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
<b>30. Nonmaterial Nonconformities</b>	30.1	Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformity in the bid that do not constitute a material deviation, reservation or omission.
	30.2	Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	30.3	Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner <b>specified in the BDS.</b>

<p><b>31. Correction of Arithmetical Errors</b></p>	<p>31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>(a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line-item total as quoted shall govern and the unit price shall be corrected;</li> <li>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and</li> <li>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</li> </ul>
	<p>31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with <b>ITB 31.1</b> shall result in the rejection of the Bid.</p>

<b>32. Conversion to Single Currency</b>	32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as <b>specified in the BDS</b> .
<b>33. Margin of Preference</b>	33.1 Unless otherwise <b>specified in the BDS</b> , a margin of preference <sup>3</sup> shall not apply.
<b>34. Evaluation of Bids</b>	34.1 The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:  (a) substantially responsive to the Bidding Document; and  (b) the lowest evaluated cost.
	34.2 To evaluate a Bid, the Purchaser shall consider the following:  (a) evaluation will be done for Items or Lots (contracts), as <b>specified in the BDS</b> ; and the Bid Price as quoted in accordance with <b>ITB 14</b> ;  (b) price adjustment for correction of arithmetic errors in accordance with <b>ITB 31.1</b> ;
	(c) price adjustment due to discounts offered in accordance with <b>ITB 14.4</b> ;  (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with <b>ITB 32</b> ;

<sup>3</sup>An individual firm is considered a regional Bidder for purposes of the margin of preference if it is registered in a CDB borrowing member country (BMC), has more than 50 percent ownership by nationals of CDB BMCs. JVs are considered as regional Bidders and eligible for regional preference only if the individual member firms are registered in a BMC or have more than 50 percent ownership by nationals of CDB's BMCs, and the JV shall be/is registered in a BMC. JVs between firms who are not from CDB's BMC and national firms will not be eligible for regional preference.

	<p>(e) price adjustment due to quantifiable non-material non-conformities in accordance with <b>ITB 30.3</b>; and</p> <p>(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.</p>
	<p>34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.</p>
	<p>34.4 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.</p> <p>34.5 The Purchaser's evaluation of a Bid will exclude and not take into account:</p> <p>(a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;</p> <p>(b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;</p> <p>(c) any allowance for price adjustment during the period of execution of the Contract, if provided in the Bid.</p>
	<p>34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with <b>ITB 14</b>. These factors</p>

	<p>may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise <b>specified in the BDS</b> from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in <b>ITB 34.2(f)</b>.</p>
<p><b>35. Comparison of Bids</b></p>	<p>35.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with <b>ITB 34.2</b> to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Recipient's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.</p>
<p><b>36. Qualification of the Bidder</b></p>	<p>36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p>
	<p>36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to <b>ITB 17</b>. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors (other than specialised Subcontractors if permitted in the Bidding Document), Subsuppliers or any other firm(s) different from the Bidder.</p>

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	<p>36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p>
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<p><b>37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b></p>	<p>37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.</p>
<p><b>38. Standstill Period</b></p>	<p>38.1 Where it is <b>specified in the BDS</b> that a standstill period applies, the Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with <b>ITB 43</b>. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognised by CDB, the Standstill Period shall not apply.</p>
<p><b>39. Notification of Intention to Award</b></p>	<p>39.1 Subject to <b>ITB 38</b> specifying that a standstill period applies, the Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) the name and address of the Bidder submitting the successful Bid;</li> <li>(b) the Contract price of the successful Bid;</li> <li>(c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;</li> </ul>
	<ul style="list-style-type: none"> <li>(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;</li> <li>(e) the expiry date of the Standstill Period; and</li> </ul>

	(f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.
<b>F. Award of Contract</b>	
<b>40. Award Criteria</b>	40.1 Subject to <b>ITB 37</b> , the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be: <ul style="list-style-type: none"> <li>(a) substantially responsive to the Bidding Document; and</li> <li>(b) the lowest evaluated cost.</li> </ul>
<b>41. Purchaser's Right to Vary Quantities at Time of Award</b>	41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages. <b>specified in the BDS</b> , and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.
<b>42. Notification of Award</b>	42.1 Prior to the expiration of the Bid Validity Period and upon expiry of a Standstill Period, if specified in <b>ITB 38.1</b> or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
	The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
	42.2 Within two (2) weeks after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information: <ul style="list-style-type: none"> <li>(a) name of each Bidder who submitted a Bid;</li> <li>(b) Bid prices as read out at Bid opening;</li> </ul>



	<ul style="list-style-type: none"> <li>(c) prices of each Bid as evaluated;</li> <li>(d) name of Bidders whose Bids were rejected and the reasons for their rejection; and</li> <li>(e) name of the winning Bidder, the final total contract price, the contract duration and a summary of the scope of the contract awarded.</li> </ul>
	<p>42.3 The Contract Award Notice shall be published on the Purchaser's website with free access, or, if not available, in at least one newspaper of national circulation in the Purchaser's country, or in the official gazette. The Contract Award Notice shall also be published by the Recipient on UNDB's website.</p> <p>42.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p>
<b>43. Debriefing by the Purchaser</b>	<p>43.1 Where a standstill period is not employed, any Bidder who wishes to ascertain the grounds on which its Bid was not selected, may request an explanation from the Purchaser once the Contract Award Notice has been published. The Purchaser shall promptly provide an explanation of why such Bid was not selected. The debriefing shall not include point-by-point comparisons with another Bid(s) and information that is confidential or commercially sensitive to other Bidders.</p>
	<p>43.2 Where a standstill period is employed:</p> <ul style="list-style-type: none"> <li>(a) on receipt of the Purchaser's Notification of Intention to Award referred to in <b>ITB 39.1</b>, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline;</li> </ul>
	<ul style="list-style-type: none"> <li>(b) where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically</li> </ul>

	<p>be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period; and</p>
	<p>(c) where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.</p> <p>43.3 The debriefings of unsuccessful Bidders referred to in 43.1 and 43.2 may be done in writing or verbally at the option of the Purchaser. The Bidder shall bear their own costs of attending such a debriefing meeting.</p>
<b>44. Signing of Contract</b>	<p>44.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement.</p>
	<p>44.2 The successful Bidder shall sign, date and return to the Purchaser the Contract Agreement within twenty-eight (28) days of its receipt.</p>
	<p>44.3 Notwithstanding <b>ITB 44.2</b> above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and CDB that signing of the Contract Agreement has not been prevented by</p>

	<p>any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorisations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract Agreement.</p>
<b>45. Performance Security</b>	<p>45.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.</p>
	<p>45.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, or execution of the Bid Security Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder offering the next Most Advantageous Bid.</p>
<b>46. Procurement Related Complaints</b>	<p>46.1 The procedures for making a Procurement-related Complaint are as <b>specified in the BDS</b>.</p>

## Section II - Bid Data Sheet (BDS)

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

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The Purchaser is: <b>St. Kitts &amp; Nevis Bureau of Standards</b></p> <p>The name of the ICB is: <b>Purchase and Delivery of Equipment (Gas Chromatography -Mass Spectrometer - GCMS)</b></p> <p>The identification number of the ICB is: <b>SKNBS023</b></p> <p>The number and identification of lots (contracts) comprising this ICB is: <b>Only one lot consisting of all items. No partial bids are acceptable.</b></p>
<b>ITB 1.2(a)</b>	The Purchaser's electronic-procurement system, as further described in ITB 22.1, will be used for the receipt of Bids.
<b>ITB 2.1</b>	<p>The Recipient of CDB Financing is: <b>Ministry of Finance for the Government of St. Kitts &amp; Nevis who handles all financial matters for the St. Kitts &amp; Nevis Bureau of Standards.</b></p> <p>The name of the Project is: <b>Strengthening the National Quality Infrastructure: Training and Equipment for Conformity Assessment</b></p>
<b>ITB 4.2</b>	Maximum number of members in the JV shall be: <b>Not applicable</b>
<b>ITB 4.5</b>	<p>A list of firms and individuals debarred by CDB is available on the Bank's external website: <a href="https://www.caribank.org/about-us/corporate-governance/office-integrity-compliance-and-accountability/sanctioned-individuals-and-firms">https://www.caribank.org/about-us/corporate-governance/office-integrity-compliance-and-accountability/sanctioned-individuals-and-firms</a></p> <p>A list of firms and individuals publicly debarred under MDB Debarment and MDB Cross-Debarment (see footnotes 2 and 3 in Section 1 defining these terms) are available at:</p> <p><b>Asian Development Bank:</b> <a href="https://www.adb.org/site/integrity/sanctions">https://www.adb.org/site/integrity/sanctions</a> <b>African Development Bank:</b><a href="https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures">https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures</a></p> <p><b>European Bank for Reconstruction and Development:</b> <a href="https://www.ebrd.com/ineligible-entities.html">https://www.ebrd.com/ineligible-entities.html</a></p> <p><b>Inter-American Development Bank:</b><a href="https://www.iadb.org/en/transparency/sanctioned-firms-and-individuals">https://www.iadb.org/en/transparency/sanctioned-firms-and-individuals</a></p> <p><b>World Bank:</b><a href="https://www.worldbank.org/en/projects-operations/procurement/debarred-firms">https://www.worldbank.org/en/projects-operations/procurement/debarred-firms</a></p>

<b>B. Contents of Bidding Document</b>	
<b>ITB 7.1</b>	For <b>clarification purposes</b> only, the Purchaser's address is: Attention: Stuart LaPlace, Director - St. Kitts and Nevis Bureau of Standards Street Address: La Guerite, Basseterre ZIP Code: 00265 Country: St. Kitts & Nevis Telephone: (869) 467 1498 Email: <a href="mailto:Sknbs@gov.kn">Sknbs@gov.kn</a>
<b>ITB 7.4</b>	A Pre-Bid meeting shall not take place. A site visit conducted by the Purchaser shall not be organised
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the Bid is: <b>English</b>
<b>ITB 11.1</b> (j)	The Bidder shall submit with its Bid the following additional documents: Full details of technical specifications, of the GCMS and qualifications requirements as outlined in <b>Section III</b> of this document.
<b>ITB 13.1</b>	Alternative proposals shall not be permitted.
<b>ITB 14.5</b>	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
<b>ITB 14.6</b>	Prices quoted for each lot (contract) shall correspond at least to <i>[insert figure]</i> percent of the items specified for each lot (contract). <b>Not applicable</b>  Prices quoted for each item of a lot shall correspond at least to <i>[insert figure]</i> percent of the quantities specified for this item of a lot. <b>Not applicable</b>
<b>ITB 14.7</b>	The version of the Incoterms is: <b>2020</b>
<b>ITB 14.8</b> (a), (b), (c) and (d)	1. Named place of destination CIP to the port of <b>St. Kitts and Nevis Air &amp; Sea Port Authority, Bird Rock, Basseterre.</b> 2. The Final Destination is: CIP Saint Kitts & Nevis Bureau of Standards, La Guerite, Basseterre, ZIP Code: 00265, St. Kitts & Nevis Customs clearance by the Purchaser and delivery to the Final Destination with be the responsibility of the Bidder. Goods, throughout transit to be insured in accordance with GCC 24.1
<b>ITB 15.1</b>	The Bidder <b>is not required</b> to quote in the currency of the Purchaser's Country, the portion of the Bid price that corresponds to expenditures incurred in that currency.
<b>ITB 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>Five (5) years.</b>

<b>ITB 17.2 (a)</b>	Manufacturer's authorisation is: <b>Required</b>
<b>ITB 17.2 (b)</b>	After sales service is: <b>Required</b>
<b>ITB 18.1</b>	The Bid validity period shall be: <b>14<sup>th</sup> December 2023</b>
<b>ITB 18.3 (a)</b>	The Bid price shall be adjusted by the following factor(s): <b>Not applicable</b>
<b>ITB 19.1</b>	A Bid Security <b>shall not be required.</b> A Bid-Securing Declaration <b>shall be required.</b>
<b>ITB 19.3 (d)</b>	Other types of acceptable securities: <b>Not applicable</b>
<b>ITB 19.9</b>	If the Bidder performs any of the actions prescribed in <b>ITB 19.9 (a)</b> or <b>(b)</b> , the Recipient will declare the Bidder ineligible to be awarded a contract by the <b>Purchaser for a period of two (2) years.</b>
<b>ITB 20.1</b>	In addition to the original electronic original of the Bid, the number of copies is: <b>Nil</b>
<b>ITB 20.3</b>	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: <b>Power of attorney or Notice of Directors or Articles of Incorporation authorising the signatory to commit the Bidder.</b>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22.1</b>	<p>For <b><u>Bid submission purposes</u></b> only, the Purchaser's address is:</p> <p>Attention: Stuart LaPlace-Director _____</p> <p>Street Address: La Guerite _____</p> <p>City: Basseterre _____</p> <p>ZIP Code: 00265 _____</p> <p>Country: St. Kitts &amp; Nevis _____</p> <p>Bidders <b>shall</b> submit their Bids electronically.</p> <ol style="list-style-type: none"> <li>1. The Bidders must make submissions to the following email address: <a href="mailto:BUREAUSTKITTSNEVIS@GMAIL.COM">BUREAUSTKITTSNEVIS@GMAIL.COM</a></li> <li>2. The Bid document must be submitted in the form of an encrypted or password protected document.</li> <li>3. In case of encrypted bids, the bidder should indicate that only the office of <b>SKNBS</b>, shall open the bid using the "password key" for opening the Bidding document. The password key only, shall be submitted via email to <a href="mailto:Stuart.Laplace@gov.kn">Stuart.Laplace@gov.kn</a> at the time of submission deadline (<b>September 14<sup>th</sup>, 2023, at 16:00 hrs. AST</b>) for the respective encrypted bids. The email title for bid submission and the encrypted password must include the name of the</li> </ol>

	<p>bidder and the title of the procurement. – “The Procurement For The Purchase And Delivery Of Equipment (Gas Chromatography -Mass Spectrometer)”.</p> <p><b>The deadline for Bid submission is:</b>  Date: <b>September 14th, 2023</b>  Time: <b>4:00pm AST</b></p>
<b>ITB 25.1</b>	<p>Bids will be opened 15 minutes after Bid submission time by the Purchaser’s bid evaluation committee.</p> <p>Bid opening for Limited Bids shall not be in public. However, the same procedures stated in ITB 25.2 to 25.9 shall be followed, except as noted for 25.6</p> <p>Details of contract award will be published in accordance with ITB 42.2 and 42.3</p>
<b>ITB 25.6</b>	For electronic Bids, the initialing of Bids will be replaced with the Purchaser’s report detailed in ITB 25.8 and signed in accordance with ITB 25.9
<b>E. Bid Evaluation and Comparison</b>	
<b>ITB 30.3</b>	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.
<b>ITB 32.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is: <b>Euros (€)</b></p> <p>The source of exchange rate shall be: <b>Eastern Caribbean Central Bank the selling exchange rate (<a href="https://www.eccb-centralbank.org/">https://www.eccb-centralbank.org/</a>)</b></p> <p>The date for the exchange rate shall be <b>September 14th, 2023</b></p>
<b>ITB 33.1</b>	A margin of regional preference: <b>Shall not apply.</b>
<b>ITB 34.2</b>	Evaluation will be done for the complete scope of the Goods.
<b>ITB 34.6</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviation in Delivery schedule: <b>Not acceptable</b></p> <p>(b) Deviation in payment schedule: <b>Acceptable</b></p> <p>(c) The cost of major replacement component, mandatory spare parts, and service: <b>NO</b></p>

	(d) The availability in the Purchaser's Country of related services ( <i>e.g., Calibration services during warranty period</i> ) for the equipment offered in the Bid: <b>YES</b> (e) Life cycle costs: the costs during the life of the goods or equipment: <b>NO</b> (f) The performance and productivity of the equipment offered; <b>NO.</b>
<b>ITB 38.1</b>	A standstill period: <b>shall not apply.</b>
<b>F. Award of Contract</b>	
<b>ITB 41</b>	The maximum percentage by which quantities may be increased is: <b>N/A</b> The maximum percentage by which quantities may be decreased is: <b>N/A</b>
<b>ITB 46.1</b>	The procedures for making a Procurement-related Complaint are detailed in the Procurement Procedures for CDB Financed Projects (Annex 3).



## **Section III. Evaluation and Qualification Criteria**

### **Table of Criteria**

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## Section III. Evaluation and Qualification Criteria

*This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this Bidding Document.*

### 1. Margin of Preference (ITB 33) Not Applicable

### 2. Most Advantageous Bid:

The Purchaser shall use the criteria and methodologies listed in Section 3 and 4 below to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the Bidding Document; and
- (b) the lowest evaluated cost.

### 3. Evaluation (ITB 34)

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

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

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

**(b) Deviation in payment schedule.** Bidders shall state their Bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in Bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced Bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC. **Applicable**

- 
- (c) Cost of major replacement components, mandatory spare parts, and service. **Not applicable.**
  - (d) Availability in the Purchaser's Country of related services for equipment offered in the Bid. **Applicable**
  - (e) Life Cycle Costs -**Not applicable**
  - (f) Specific additional criteria – **Not applicable**
  - (g) Multiple Contracts (ITB 34.4) **Not applicable.** Bidders must bid for complete equipment - part bids are not acceptable
  - (h) Alternative Bids (ITB 13.1)– **Not applicable**
  - (i) **Specific additional criteria.** Those requirements specified in Section VII will be evaluated on a pass/fail (compliance basis)

#### **4. Qualification (ITB 36)**

##### **Qualification Criteria (ITB 36.1)**

4.1 After determining the Most Advantageous Bid in accordance with ITB 34, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) **If the Bidder is a manufacturer:**

(i) **Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- a. Evidence of sale since January 1, 2018 to named buyer(s) of three of the same/similar equipment.
- b. Demonstrated experience in training personnel of buyers in the use of GC-MS for specific analysis.
- c. availability and ability to conduct related services offered in the Bid of calibration post-delivery.

**(ii) Documentary Evidence**

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: **calibration and certified documents where necessary.**

**(b) If Bidder is not a manufacturer:**

If a Bidder is not a manufacturer but is offering the Goods on behalf of the Manufacturer under Manufacturer's Authorisation Form (Section IV, Bidding Forms), the Manufacturer shall demonstrate the above qualifications (a) (i) and (ii) and the Bidder shall demonstrate that it has successfully completed at least one (1) contract for similar goods since January 1, 2018 including (a)(i)(b).

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## Letter of Bid

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

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicised text in is to help Bidders in preparing this form.*

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

ICB No.: *[insert identification number]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) **No reservations:** We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (**ITB 8**);
- (b) **Eligibility and no conflicts of interest:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing or Proposal-Securing Declaration in the Purchaser's country in accordance with **ITB 4.7**;
- (d) **Conformity:** We offer to supply in conformity with the Bidding Document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;

**or**

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- (f) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
  - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (g) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document; **Not applicable.**
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a Subcontractor or Sub supplier, and meet the requirements of **ITB 4.2**, other than alternative Bids submitted in accordance with **ITB 13**;
- (j) **Suspension and Debarment:** We, along with any of our Subcontractors, Sub-suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by CDB or subject to a public debarment by an MDB which is a signatory to the Agreement on Mutual Enforcement of Debarment Decisions. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.8]*;

- (l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

- (m) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated Bid, the Most Advantageous Bid or any other Bid that you may receive.
- (o) **Prohibited Practices:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in Prohibited Practices, as defined in Section VI of the Bidding Document.

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

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

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

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

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

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

\*\*Person signing the Bid shall have the power of attorney [or equivalent, in accordance with ITB 20.3] given by the Bidder to be attached with the Bid.



## Bidder Information Sheet

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

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

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

1.	Bidder's legal name: <i>[insert full legal name]</i>
2.	In case of Joint Venture (JV), legal name of each partner: <i>[insert full legal name of each partner in JV]</i>
3.	Bidder's actual or intended country of constitution: <i>[indicate country of constitution]</i>
4.	Bidder's actual or intended year of constitution: <i>[indicate year of constitution]</i>
5.	Bidder's legal address in country of registration: <i>[insert street/ number/ town or city/ country]</i>
6.	Bidder's authorised representative information:  Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
7.	Attached are copies of original documents of: <ul style="list-style-type: none"> <li><input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with <b>ITB 4.2</b>.</li> <li><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with <b>ITB 4.8</b> documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> </ul> </li> </ul>
8.	Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

## Partner to JV Information Sheet

*[The following form shall be completed to provide information relating to each JV member]*

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

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

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

1.	Bidder's JV name: <i>[insert full legal name]</i>
2.	JV member's name: <i>[insert full legal name of Applicant's Party]</i>
3.	JV member's country of registration: <i>[indicate country of registration]</i>
4.	JV member's year of constitution: <i>[indicate year of constitution]</i>
5.	JV member's legal address in country of registration: <i>[insert street/number/town or city/country]</i>
6.	JV member's authorised representative information  Name: <i>[insert full legal name]</i> Address: <i>[insert street/number/town or city/country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
7.	Attached are copies of original documents of: <ul style="list-style-type: none"> <li><input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with <b>ITB 4.2.</b></li> <li><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with <b>ITB 4.2.</b></li> <li><input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITA 4.8 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law.</li> </ul> </li> </ul>
8.	Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

## **Price Schedule for Goods and Related Services**

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

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

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

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

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported\*

(Group C Bids, Goods already imported)										Date: _____	
Currencies in accordance with ITB 15										ICB No: _____	
										Alternative No: _____	
										Page N° _____ of _____	
1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Source/Ori gin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of Source/ origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[ insert price per line-item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's Country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	

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

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

## Price Schedule: Goods Manufactured in the Purchaser's Country

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

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

## Price and Completion Schedule - Related Services

Currencies in accordance with ITB 15						Date: _____
						ICB No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>A</b>	(i) Install at Final Destination and test the Gas Chromatograph Mass Spectrometer  (ii) Train users accordingly at Final Destination – one day of training of up to 5 staff					
<b>B</b>	Service of conducting required calibration at the Final Destination during the one-year warranty period.					
<b>Total Bid Price</b>						

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

## Form of Bid Security (Bank Guarantee) – NOT APPLICABLE

\_\_\_\_\_  
*[Bank's Name, and Address of Issuing Branch or Office] or SWIFT identified code]]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Purchaser]*

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

**Bid Guarantee No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated \_\_\_\_\_ (hereinafter called "the Bid") for the execution of \_\_\_\_\_ *[name of contract]* under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid guarantee.

At the request of the Bidder, we \_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* (\_\_\_\_\_) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the Bidding Document.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.



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

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

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*[Signature(s)]*

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

## Form of Bid-Securing Declaration

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

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Recipient for the period of time of **2 years** starting on the deadline for Bid submission, as stated in ITB 22.1, if we are in breach of our obligation(s) under the Bid conditions, because we:

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Recipient for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

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

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorised to sign the Bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (*where appropriate*)

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

## Manufacturer's Authorisation

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

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

ICB No.: *[insert number of bidding process]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

Title: *[insert title]*

Duly authorised to sign this Authorisation on behalf of: *[insert complete name of Manufacturer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

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

## Section V. Eligible Countries

1. In reference to **ITB 4.3** eligible countries are – refer below. **Attention is drawn to Paragraph 3.**
2. In reference to **ITB 4.9**, for the information of the Bidders, at the present time firms and individuals, supply of goods, or contracting of works or services, from the following countries are excluded from this bidding process:
  - Under **ITB 4.9(a)**: None
  - Under **ITB 4.9(b)**: None

### CDB - EUROPEAN UNION ELIGIBILITY RULES

#### CARIFORUM-EU ECONOMIC PARTNERSHIP AGREEMENT AND THE CARICOM SINGLE MARKET AND ECONOMY STANDBY FACILITY FOR CAPACITY BUILDING

#### PARTICIPATION IN PROCEDURES FOR THE AWARDING OF PROCUREMENT CONTRACTS OR GRANT CONTRACTS

1. Participation in procedures for the award of procurement contracts financed under the CDB-EU Contribution Agreement for the Implementation for the Action entitled: “CARIFORUM – European Union Economic Partnership Agreement (EPA) and the CARICOM Single Market and Economy (CSME) Standby Facility for Capacity Building” is open to (a) international organisations and (b) all natural persons who are nationals of, or legal persons who are established in, an eligible country<sup>1</sup> meeting the requirements of section 3 but the supplies and materials purchased under a contract financed from the Facility may originate in any country.
2. Eligible countries<sup>2</sup> are deemed to be:
  - (a) Caribbean Development Bank member countries:
 

Anguilla, Antigua and Barbuda, Barbados, Belize, Brazil, British Virgin Islands, Canada, Cayman Islands, China, Columbia, Dominica, Germany, Grenada, Guyana, Haiti, Jamaica, Italy, Mexico, Montserrat, St Kitts and Nevis, Saint Lucia, St Vincent and the Grenadines, Suriname, The Bahamas, Trinidad and Tobago, Turks and Caicos Islands, the United Kingdom and Venezuela.

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<sup>1</sup>This document lists all eligible countries under this Facility. Eligible countries under the EPA-CSME Standby Facility are CDB member countries, EU member countries and other countries eligible for participating in procurement procedures for EU-funded projects. The latter are listed in Annex A2a (“*Eligibility programmes 2014-2020*”) of the PRAG 2021 (“*Contract Procedures for European Union External Action – A Practical Guide*”), PART II: Rules on nationality and origin for public procurement, grants and other award procedures financed under the ACP-EC Partnership Agreement, laid down in Annex IV to the latter Agreement as revised by Decision No 1/2014 of the ACP-EU Council of Ministers of 20 June 2014 (2014/428/EU).

<sup>2</sup>Note some countries may be eligible by virtue of more than one category.

- (b) Members of the “African, Caribbean and Pacific (ACP) Group of States<sup>3</sup>”:

**Africa:**

South Africa<sup>4</sup>, Angola, Benin, Botswana, Burkina Faso, Burundi, Central African Republic, Cameroon, Cape Verde, Chad, Comoros Islands, Congo, Côte d'Ivoire, Democratic Republic of the Congo, Djibouti, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Equatorial Guinea, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritius, Mauritania, Mozambique, Namibia, Niger, Nigeria, Uganda, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, Sudan, Swaziland, Tanzania, Togo, Zambia and Zimbabwe.

**Caribbean:**

Antigua and Barbuda, Bahamas, Barbados, Belize, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Suriname, Trinidad and Tobago.

**Pacific:**

Cook Islands, East Timor, Fiji, Kiribati, Marshall Islands, Micronesia, Nauru, Niue, Palau, Papua New Guinea, the Solomon Islands, Western Samoa, Tonga, Tuvalu, Vanuatu.

**Overseas Countries and Territories:**

Anguilla, Antarctic, Netherlands Antilles, Aruba, British Indian Ocean Territory, British Virgin Islands, Cayman Islands, Falkland Islands (Malvinas), French Polynesia, French Southern Territories, Greenland, Mayotte, Montserrat, New Caledonia, Pitcairn, Saint Helena, Saint Pierre and Miquelon, South Georgia and South Sandwich Islands, Turks and Caicos, Wallis and Futuna Islands.

- (c) A Member State of the European Union:

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<sup>3</sup>Cotonou Partnership Agreement of 23 June 2000 (as amended by the provisional application of Decision No 1/2000 of the ACP-EC Council of Ministers of 27 July 2000, Decision No 1/2000 of the ACP-EC customs cooperation committee of 18 October 2000, Decision No 1/2001 of the ACP-EC customs cooperation committee of 20 April 2001, Decision No 2/2001 of the ACP-EC customs cooperation committee of 20 April 2001, Decision No 3/2001 of the ACP-EC customs cooperation committee of 10 May 2001, Decision No 4/2001 of the ACP-EC customs cooperation committee of 27 June 2001, Decision No 5/2001 of the ACP-EC customs cooperation committee of 7 December 2001, Decision No 2/2002 of the ACP-EC customs cooperation committee of 28 October 2002, Decision No 1/2003 of the ACP-EC Council of Ministers of 16 May 2003, Council Decision (EC) of 19 December 2002, Decision No 1/2004 of the ACP-EC Council of Ministers of 6 May 2004, Decision No 2/2004 of the ACP - EC customs cooperation committee of 30 June 2004 and Decision No 4/2005 of the ACP-EC customs cooperation committee of 13 April 2005).

<sup>4</sup>Natural and legal South African persons are eligible to participate in contracts financed by the 10th/11th EDF. However, the 10th/11th EDF does not finance contracts in South Africa.

Austria, Belgium, Bulgaria, Croatia, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom<sup>5</sup>.

An official candidate country of the European Union (countries beneficiaries of the Instrument for Pre-Accession Assistance):

Albania, Bosnia and Herzegovina, Kosovo, Montenegro, Serbia, Turkey, Republic of North Macedonia.

A Member State of the European Economic Area:

Iceland, Lichtenstein, Norway.

(d) Overseas Countries and Territories (OCTs)

Anguilla (UK), Aruba (NL), Bermuda (UK), British Indian Ocean Territory (UK), British Virgin Islands (UK), Cayman Islands (UK), Curaçao (NL), Falkland Islands (UK), French Polynesia (FR), French Southern and Antarctic Territories (FR), Greenland (DK), Montserrat (UK), New Caledonia and Dependencies (FR), Pitcairn (UK), Saba (NL), Saint Barthelemy (FR), Saint Helena Ascension Island Tristan da Cunha (UK), Sint Eustatius (NL), Sint Maarten (NL), South Georgia and South Sandwich Islands (UK), St. Pierre and Miquelon (FR), Turks and Caicos (UK), Wallis and Futuna Islands (FR).

(e) Developing countries and territories as included in the OECD-DAC list of ODA Recipients, which are not members of the G20 group<sup>6</sup>:

Least Developed Countries<sup>7</sup>:

Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of the Congo, Djibouti, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Lao People's Democratic Republic, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Myanmar, Nepal, Niger, Rwanda, Sao Tome & Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Sudan, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen,

<sup>5</sup>The United Kingdom ceased to be an EU Member State on the 31 of January 2020. Pursuant to the Withdrawal Agreement concluded between the EU and the UK, references to the eligibility of 'Member States' for participation in programmes under the current 2014-2020 MFF and the EDFs also cover the United Kingdom (Article 127(6), Article 137 and Article 152(1) Withdrawal Agreement).

<sup>6</sup>Without prejudice to the status of the *Republic of South Africa*, as governed by Protocol 3 of the partnership Agreement.

<sup>7</sup>As defined by the United Nations (UN).



Zambia.

Other Low-Income Countries:

Democratic People's Republic of Korea, Zimbabwe.

Lower Middle-Income Countries and Territories:

Armenia, Bolivia, Cabo Verde, Cameroon, Congo, Côte d'Ivoire, Egypt, El Salvador, Georgia, Ghana, Guatemala, Honduras, India, Indonesia, Jordan, Kenya, Kosovo, Kyrgyzstan, Micronesia, Moldova, Mongolia, Morocco, Nicaragua, Nigeria, Pakistan, Papua New Guinea, Philippines, Sri Lanka, Swaziland, Syrian Arab Republic, Tajikistan, Tokelau, Tunisia, Ukraine, Uzbekistan, Vietnam, West Bank and Gaza Strip.

Upper Middle-Income Countries and Territories:

Albania, Algeria, Antigua and Barbuda, Argentina, Azerbaijan, Belarus, Belize, Bosnia and Herzegovina, Botswana, Brazil, China (People's Republic of), Colombia, Costa Rica, Cuba, Dominica, Dominican Republic, Ecuador, Equatorial Guinea, Fiji, Republic of North Macedonia, Gabon, Grenada, Guyana, Iran, Iraq, Jamaica, Kazakhstan, Lebanon, Libya, Malaysia, Maldives, Marshall Islands, Mauritius, Mexico, Montenegro, Montserrat, Namibia, Nauru, Niue, Palau, Panama, Paraguay, Peru, Saint Helena, Saint Lucia, Saint Vincent & the Grenadines, Samoa, Serbia, South-Africa, Suriname, Thailand, Tonga, Turkey, Turkmenistan, Venezuela, Wallis and Futuna.

Participation in procedures for the award of procurement contracts or grants financed from the Facility shall be open to all natural persons who are nationals of, or legal persons established in any country where reciprocal access to external assistance has been established by the Commission. Reciprocal access may be granted, for a limited period of at least one year, whenever a country grants eligibility on equal terms to entities from the EU and from the OCTs

- (f) Member States of the OECD in the case of contracts exclusively implemented in a Least Developed Country<sup>8</sup>:

Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Luxembourg, Netherlands, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, United Kingdom, Australia, Canada, Chile, Iceland, Israel, Japan, Korea, Mexico, New Zealand, Norway, Switzerland, Turkey, United States of America.

3. Bidders or joint venture partners shall have the nationality of an eligible country as detailed in Paragraph 2 and shall comply with the following:

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<sup>8</sup>LDCs are listed in (e).

- (a) be legally constituted, incorporated or registered in and operates in conformity with the provisions of the laws of an eligible country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be, and have their principal place of business in an eligible country;
- (b) be more than fifty (50) percent beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and
- (c) shall have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e., more than fifty (50) percent of the value of the contract, will accrue or be paid to sub-contractors or sub-consultants that are not from an Eligible Country.

**Supplies and materials purchased under a contract financed from the Facility may originate in any country, notwithstanding the requirements detailed in sections 1, 2 and 3.**

**Caveat:** The Bank and EU eligibility requirements are subject to change by the Bank and the EU. The Recipient is responsible for checking whether there have been any updates on the eligibility requirements, as well as the UN's list of Least Developed Countries.

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## Section VI. Prohibited Practices and Other Integrity Related Matters

1. CDB has a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB's adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption money laundering, terrorist financing and similarly corrosive conduct. CDB requires that recipients, as well as bidders, proposers, firms, suppliers, Subsuppliers, service providers, contractors, Subcontractors, Consultants, subconsultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB-financed contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:
  - (a) defines, for the purposes of this provision, Prohibited Practices as follows:
    - (i) **“corrupt practice”** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
    - (ii) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - (iii) **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
    - (iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party, to influence improperly the actions of a party; and
    - (v) **“obstructive practice”** is:
      - (aa) deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a CDB investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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- (bb) acts which impede the exercise of CDB's access, inspection and audit rights provided for under Paragraph 1 (f) below.
  - (b) will not provide relevant no-objections and will reject a proposal for award if it determines that the Bidder or Proposer:
    - (i) has directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;
    - (ii) is subject to a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, in accordance with Paragraph 4.04 (ii) of the Procurement Procedures for Projects Financed by CDB; or
    - (iii) is suspended or debarred by CDB for engaging in Prohibited Practices or against whom an MDB Debarment or MDB Cross-Debarment has been imposed, in accordance with Paragraph 4.04 (iii) of the Procurement Procedures for Projects Financed by CDB. Notwithstanding the above, CDB may in its sole discretion, following a formal request from the Recipient, provide a no-objection to a Shortlist, prequalification list or recommendation for award that includes a sanctioned Bidder(s) or Proposer(s) against whom an MDB Debarment or MDB Cross-Debarment has been imposed if so warranted by the circumstances and having regard for the integrity and other risks to CDB;
  - (c) may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB-financed project, to the extent contractually permissible, where to make the payment could result in harm to CDB; or (b) participating in or being awarded a contract for a project financed by CDB;
  - (d) will usually impose such sanctions as applicable including to cancel all or a portion of the CDB Financing allocated to a contract if it determines at any time that representatives of the Recipient or the Recipient engaged in Prohibited Practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;
  - (e) may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and
  - (f) requires Bidders, Proposers, Firms, Suppliers, service providers, Contractors, Subcontractors, Consultants, subconsultants, Sub suppliers, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as

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their respective officers, employees and agents to: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB's request; (iv) make available to CDB for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB's Office of Integrity, Compliance and Accountability.

2. With the specific agreement of CDB, a Recipient may introduce, into Bid forms for contracts financed by CDB, an undertaking of the Bidder/Proposer to observe, in competing for and executing a contract, the laws of the country in which the Project is being carried out against Prohibited Practices, as listed in the tender or RFP documents, and similar associated documents<sup>1</sup>. CDB will accept the introduction of such undertaking at the request of a BMC, provided the arrangements governing such undertaking are satisfactory to CDB.
3. When conducting the evaluation of Bids/Proposals, the Recipient shall conduct integrity due diligence on Bidders/Proposers including to assess and mitigate any risks related to Prohibited Practices they may present and to check the eligibility of Bidders/Proposers against the lists of Firms and individuals temporarily suspended or debarred, pursuant to Paragraphs 1. (b), (c) and (d) above. The Recipient shall apply additional due diligence by closely supervising and monitoring any on-going contract (whether under prior or post review) executed by a Firm or individual which has been suspended or debarred in accordance with Paragraph 1. (b) and (c) after such contract was signed. The Recipient shall neither sign any new contracts nor sign any amendment, including any extension of time for completion, to an on-going contract with a temporarily suspended or debarred Firm or individual after the effective date of the suspension or debarment without CDB's prior review and no-objection (whether under prior or post review).

## **PART 2 - Supply Requirements**

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## Section VII. Supply Requirements

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## 1. List of Goods and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [ <i>to be provided by the Bidder</i> ]
1.	Gas Chromatograph Mass Spectrometer	One	One	Saint Kitts & Nevis Bureau of Standards, La Guerite, Basseterre, ZIP Code: 00265, St. Kitts & Nevis	Immediately	February 2024	[insert the number of days following the date of effectiveness the Contract]

- (i) Install at Final Destination and test the Gas Chromatograph Mass Spectrometer
- (ii) Train users accordingly at Final Destination – one day of training of up to 5 staff. This will include:
- (iii) Operation, maintenance and analytical demonstration



## 2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
A	1. Install at Final Destination and test the Gas Chromatograph Mass Spectrometer 2. Train users at Final Destination – one day of training of up to 5 staff. 3. Training will include: Operation, Maintenance and Analytical Demonstration	See description	See description	Bureau of Standards <b>La Guerite</b> <b>Basseterre, St.</b> <b>Kitts</b>	One week after delivery of the Goods to the Final Destination
B	Service of conducting required calibration at the Final Destination during the one-year warranty period.	As per manufacturer's standard [2]	As per manufacturer's standard	As above	As per manufacturer's standard

1. If applicable

2. Bidder to provide details of this service e.g., how many calibration services included in the price

### **3. Technical Requirements for one Gas Chromatograph Mass Spectrometer [GCMS]**

#### **A: Liquid autosampler key features**

- At least 108, 2ml -vials sample positions
- Priority sample position
- Four 4ml wash vials, four 4ml waste vials
- Injection into front channel or rear channel
- Programmable vial sequence

#### **B: Detectors**

- FID technology which enables identification and quantification at large peaks and small peaks per sample per run
- Mass spectrometer detector
- GC/MS sensitivity mix

#### **C: Computer software and controls**

- PC Dell win 10 (Clarus SQ8 Controller)
- 24-inch LCD Monitor (non-ATO)
- Laser printer (B/W Brother HL-5000D (120V))
- 2 USB cables 480 MBPS A/B Plug (10ft)
- S/W TurboMass NIST 2017
- NIST Mass Spectral Library

#### **D: Start up kits**

- 5uL x 0.63mm o.d syringe
- 2ml clear sample vials (144), 2ml amber sample vials (100 count)
- Blue crimp caps with septa (100), green crimp caps with septa (100), red crimp caps with septa (100)
- Septa for waste wash vials (100)
- Crimper-11mm, decapper-11mm
- 2ml vial rack holder
- GCMP w/PSS Injector Consumables Kit

#### **E: GC Columns**

- COL-Elite 5mS 30m x 0.25mm; 0.25um
- COL-Elite 5mS 30m x 0.32mm; 0.50um

- COL-Elite 225 30m x 0.25mm; 0.15um
- COL-Elite VRX 60m x 0.25mm; 1.40um

#### **F: Head Space Sampler**

- Touch screen graphical user interface with colour LCD
- Sample thermostating temperature up to 210 Celsius
- Overlapping thermostating for maximum throughput
- Stainless steel jet needle
- Upgradeable

#### **G: General Specifications**

- *Power needs- 220v/110volts 60hz*
- *GC and Autosampler should be fully controlled from the touch screen graphic user interface*
- The needs of the GCMS as it relates to what is required are as follows;
- Semivolatiles

<input type="checkbox"/> Polycyclic aromatic compounds
<input type="checkbox"/> Chlorinated hydrocarbons
<input type="checkbox"/> Phthalates
<input type="checkbox"/> Phenols
<input type="checkbox"/> Amines
<input type="checkbox"/> Organochlorine pesticides
<input type="checkbox"/> Organophosphorus pesticides
<input type="checkbox"/> Drugs
<input type="checkbox"/> Solvent impurities
<input type="checkbox"/> Hydrocarbons
<input type="checkbox"/> FAME's
<input type="checkbox"/> Carbohydrates
<input type="checkbox"/> Sterols

**NOTE: Where brand names are included here, they are not restrictive and any equal brand shall be acceptable.**

<i>Item No</i>	<i>Name of Goods or Related Service</i>	<i>Technical Specifications and Standards</i>
One	GCMS	Certificate of calibration issued by a national competent authority

**Detailed Technical Specifications and Standards: N/A**

#### **4. Drawings**

This Bidding Document includes drawings. **None**

<b>List of Drawings</b>		

#### **5. Tests and Inspections**

The following inspections and tests shall be performed: GCMS will be delivered fully calibrated and certified accordingly.

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## **PART 3 – Conditions of Contract**

## Section VIII. General Conditions of Contract

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## Section VIII. General Conditions of Contract

<p><b>1. Definition</b></p>	<p>1.2 The following words and expressions shall have the meanings hereby assigned to them:</p> <p>(a) “Bank” means the Caribbean Development Bank (CDB).</p> <p>(b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</p> <p>(c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</p>
	<p>(d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</p> <p>(e) “Day” means calendar day.</p> <p>(f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.</p> <p>(g) “GCC” means the General Conditions of Contract.</p>
	<p>(h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(i) “Purchaser’s Country” is the country specified in the <b>Special Conditions of Contract (SCC)</b>.</p>



	<p>(j) “Purchaser” means the entity purchasing the Goods and Related Services, as <b>specified in the SCC</b>.</p> <p>(k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.</p> <p>(l) “SCC” means the Special Conditions of Contract.</p> <p>(m) “Subcontractor” means any person, private or government entity, or a combination of the above, that has entered into a subcontracting agreement with the Supplier to facilitate the execution of the Contract Agreement, including the provision of Related Services, such as inspection, insurance, packing, shipment, insurance, training, commissioning or installation services, for Goods provided by a Subsupplier. The role of the Subcontractor does not extend to that of the Subsupplier.</p>
	<p>(n) “Subsupplier” means any person, private or government entity, or a combination of the above, that has entered into an agreement with the Supplier to supply all or part of the Goods and Related Services to be provided to the Supplier to enable the latter to fulfill the Contract Agreement.</p> <p>(o) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(p) “The Project Site,” where applicable, means the place named in the <b>SCC</b>.</p>

<p><b>2. Contract Documents</b></p>	<p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p>
<p><b>3 Prohibited Practices and Other Integrity Related Matters</b></p>	<p>3.1 The Bank requires compliance with its policy in regards to Prohibited Practices and Other Integrity Related Matters, as set forth in Appendix to the <b>SCC</b>.</p> <p>3.1 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
<p><b>4 Interpretation</b></p>	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 <u>Incoterms</u></p> <p>(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms <b>specified in the SCC</b>.</p> <p>(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the <b>SCC</b> and published by the International Chamber of Commerce in Paris, France.</p>
	<p>4.3 <u>Entire Agreement</u>: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p>

	<p>4.4 <u>Amendment</u>: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.</p>
	<p>4.5 <u>Nonwaiver</u>:</p> <p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>4.6 <u>Severability</u>: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
<p><b>5 Language</b></p>	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the <b>SCC</b>. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p>
	<p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>

<p><b>6 Joint Venture, Consortium or Association</b></p>	<p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>
<p><b>7 Eligibility</b></p>	<p>7.1 Suppliers or joint venture partners shall have the nationality of an eligible country as <b>detailed in the SCC</b> and shall comply with the following:</p> <p>(a) be legally constituted, incorporated or registered in and operates in conformity with the provisions of the laws of an eligible country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be, and have their principal place of business in an eligible country;</p>
	<p>(b) be more than fifty (50) percent beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and</p> <p>(c) shall have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e., more than fifty (50) percent of the value of the contract, will accrue or be paid to Subcontractors or sub-consultants that are not from an Eligible Country.</p>
	<p>7.2 The Goods required shall have their origin in any country with the <b>exceptions indicated in the SCC</b>.</p> <p>7.3 For the purposes of this Contract, the term “Goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.</p>

	<p>7.4 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its components.</p>
<b>8 Notices</b>	<p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the <b>SCC</b>. The term “in writing” means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
<b>9 Governing Law</b>	<p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the <b>SCC</b>.</p> <p>9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when:</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Recipient’s country prohibits commercial relations with that country; or</li> <li>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</li> </ul>
<b>10 Settlement of Disputes</b>	<p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p>
	<p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other</p>

	<p>party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p>
	<p>10.3 Notwithstanding any reference to arbitration herein:</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<p><b>11 Inspections and Audit by the Bank</b></p>	<p>11.1 The Supplier shall keep and shall make all reasonable efforts to cause its Subcontractors and Subsuppliers to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.</p>
	<p>11.2 Pursuant to the Appendix to the General Conditions the Supplier shall permit and shall cause its Subcontractors, Subsuppliers and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors', Subsuppliers' and subconsultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing suspensions and sanctions procedures).</p>

<b>12 Scope of Supply</b>	12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
<b>13 Delivery and Documents</b>	13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the <b>SCC</b> .
<b>14 Supplier's Responsibilities</b>	14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
<b>15 Contract Price</b>	15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorised in the <b>SCC</b> .
<b>16 Terms of Payment</b>	<p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the <b>SCC</b>.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p>
	16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
	16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

	<p>16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the <b>SCC</b>, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the <b>SCC</b>, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p>
<b>17 Taxes and Duties</b>	<p>17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.</p> <p>17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> <p>17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>
<b>18 Performance Security</b>	<p>18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security for the performance of the Contract in the amount specified in the <b>SCC</b>.</p> <p>18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p>
	<p>18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the <b>SCC</b>, or in another format acceptable to the Purchaser.</p>
	<p>18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28)</p>



	days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the <b>SCC</b> .
<b>19 Copyright</b>	19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
<b>20 Confidential Information</b>	20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractors or Subsuppliers such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractors or Subsuppliers to perform their work under the Contract, in which event the Supplier shall obtain from such Subcontractors or Subsuppliers an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
	20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
	20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

	<p>(a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;</p> <p>(b) now or hereafter enters the public domain through no fault of that party;</p> <p>(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</p> <p>(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p>
	<p>20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p>
<p><b>21 Subcontracting and Subsupplying</b></p>	<p>21.1 The Supplier shall notify the Purchaser in writing of all subcontracts and subsupply contracts awarded to Subcontractors and Subsuppliers under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p>
	<p>21.2 Subcontracts, Subcontractors, subsupply contracts, and Subsuppliers shall comply with the provisions of GCC Clauses 3 and 7.</p>

<p><b>22 Specifications and Standards</b></p>	<p>22.1 Technical Specifications and Drawings:</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</p>
<p><b>23 Packing and Documents</b></p>	<p>23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p>
	<p>23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.</p>

<b>24 Insurance</b>	24.1 Unless otherwise specified in the <b>SCC</b> , the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the <b>SCC</b> .
<b>25 Transportation and Related Services</b>	25.1 Unless otherwise specified in the <b>SCC</b> , responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
	<p>25.2 The Supplier may be required to provide any or all of the following Related Services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul> <p>25.3 Prices charged by the Supplier for the Related Services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>

<p><b>26 Inspections and Tests</b></p>	<p>26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the <b>SCC</b>.</p>
	<p>26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractors or Subsuppliers, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the <b>SCC</b>. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractors or Subsuppliers, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p>
	<p>26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p>

	<p>26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.</p> <p>26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
<b>27 Liquidated Damages</b>	<p>27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the <b>SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those <b>SCC</b>. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p>
<b>28 Warranty</b>	<p>28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p>
	<p>28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p>

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

<p><b>29 Patent Indemnity</b></p>	<p>29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> <li>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>(b) the sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p>
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	<p>29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, Subcontractors and Subsuppliers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<p><b>30 Limitation of Liability</b></p>	<p>30.1 Except in cases of criminal negligence or willful misconduct:</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p>
	<p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>

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

<p><b>33 Change Orders and Contract Amendments</b></p>	<p>33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and</li> <li>(d) the Related Services to be provided by the Supplier.</li> </ul> <p>33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <ul style="list-style-type: none"> <li>(a)</li> </ul>
	<p>33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>33.4 Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;</p> <ul style="list-style-type: none"> <li>(b) the proposed change(s), and a description of the difference to the existing contract requirements;</li> </ul>

	<p>(c) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and</p> <p>(d) a description of any effect(s) of the change on performance/functionality.</p>
	<p>The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <p>(a) accelerates the delivery period; or</p> <p>(b) reduces the Contract Price or the life cycle costs to the Purchaser; or</p> <p>(c) improves the quality, efficiency or sustainability of the Goods; or</p> <p>(d) yields any other benefits to the Purchaser,</p> <p>without compromising the necessary functions of the Facilities. If the value engineering proposal is approved by the Purchaser and results in:</p> <p>(a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified <b>in the SCC</b> of the reduction in the Contract Price; or</p> <p>(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.</p> <p>33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>

<p><b>34 Extensions of Time</b></p>	<p>34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors or Subsuppliers should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.</p>
<p><b>35 Termination</b></p>	<p>35.1 Termination for Default</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;</p>
	<p>(ii) if the Supplier fails to perform any other obligation under the Contract; or</p> <p>(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.</p>

	<p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>35.2 Termination for Insolvency.</p> <p>(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.</p>
	<p>35.3 Termination for Convenience.</p> <p>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p>

	(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
<b>36 Assignment</b>	36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
<b>37 Export Restriction</b>	37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorisations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## Section IX - Special Conditions of Contract

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

*[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics].*

<b>GCC 1.1(i)</b>	The Purchaser's Country is: <b>St. Kitts and Nevis</b>
<b>GCC 1.1(j)</b>	The Purchaser is: <b>St. Kitts &amp; Nevis Bureau of Standards</b>
<b>GCC 1.1 (o)</b>	Final Destination(s) is:  Street Address: <b>La Guerite, City: Basseterre, ZIP Code: 00265, Country: St. Kitts &amp; Nevis</b>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be <b>2020</b>
<b>GCC 5.1</b>	The language shall be: <b>English</b>
<b>GCC 7.1</b>	Eligible countries are: <b>Refer Section V.</b>
<b>GCC 7.2</b>	Exceptions to the origin of equipment, material, and services are: <b>NONE</b>
<b>GCC 8.1</b>	For <u>notices</u> , the Purchaser's address shall be:  <i>Attention: St. Kitts &amp; Nevis Bureau of Standards</i>  <i>Street Address: La Guerite, City: Basseterre, ZIP Code: 00265, Country: St. Kitts &amp; Nevis</i>  <i>Telephone: (869) 467 1498/1499</i>  Electronic mail address: <b>Sknbs@gov.kn/mplbos@gmail.com</b>
<b>GCC 9.1</b>	The governing law shall be the law of: St. Kitts and Nevis
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: <b>(a) Contract with foreign Supplier:</b>  GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled



	<p>by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b>(b) Contracts with Supplier national of the Purchaser's Country:</b></p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p>
<b>GCC 13.1</b>	<p>Details of Shipping and other Documents, in accordance with Incoterms 2020 to be furnished by the Supplier are</p> <ul style="list-style-type: none"> <li>• Non-negotiable bill of lading,</li> <li>• Invoice,</li> <li>• Insurance certificate,</li> <li>• Manufacturer's or Supplier's warranty certificate,</li> <li>• Supplier's factory shipping manifest</li> <li>• Inspection and Calibration certificate in accordance with Section VII.</li> </ul>
<b>GCC 15.1</b>	<p>The prices charged for the Goods supplied and the Related Services performed <b>shall not be adjustable</b>.</p>
<b>GCC 16.1</b>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied from abroad:</b></p> <p>Payment shall be made in the <b>currency of the Contract Price</b> in the following manner:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Bidding Document or another form acceptable to the Purchaser.</p>

	<p>(ii) <b>On Shipment:</b> Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.</p> <p>(iii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser and that all Related Services have been performed.</p> <p><b>Payment for Goods and Services supplied from within the Purchaser's Country:</b>  Payment for Goods and Services supplied from within the Purchaser's Country shall be made in the <b>currency of the Contract Price</b>, as follows:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Document or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Delivery:</b> Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.</p> <p>(iii) <b>On Acceptance:</b> The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery, and that all Related Services have been satisfactorily performed, issued by the Purchaser.</p>
<b>GCC 16.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be sixty days.  The interest rate that shall be applied is 1.5 %</p>
<b>GCC 18.1</b>	<p>A Performance Security shall NOT be required.</p>
<b>GCC 18.3</b>	<p>Not Applicable</p>
<b>GCC 18.4</b>	<p>Not applicable</p>

<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be(i)accordance with industry best practices to protect the Goods during the selected transport and prevent loss or damage due to theft(ii) to be correctly routed to the Final Destination (iii) as required for customs inspection.
<b>GCC 24.1</b>	The Goods supplied shall be fully insured an All-risks basis, including War Risks, in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. <b>The insurance shall be in an amount equal to 110% (a hundred and ten percent) of the Contract Price and valid until delivery of the Goods to the Final Destination. The Supplier shall arrange and pay for the insurance, naming the Purchaser as the beneficiary.</b>
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
<b>GCC 25.2</b>	Related Services to be provided and included in the Contract Price are:  Installation, commissioning of Goods, and training of Purchaser's staff in the operation of the equipment, and after sales service in calibrating equipment during warranty period.
<b>GCC 26.1</b>	The inspections and tests shall be: <b>a fully functional system as per Purchaser's request</b>
<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: the Final Destination.
<b>GCC 27.1</b>	The liquidated damage shall be: <b><u>0.5 % per week of the total Contract Price</u></b>
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <b><u>10 % of the total Contract Price</u></b>
<b>GCC 28.3</b>	The period of validity of the <b>Warranty shall be: 365 days from final acceptance upon completion of Related Services detailed in Section VII, Table 2 item A.</b>  For purposes of the Warranty, the place(s) of Final Destination(s) shall be:  Bureau of Standards, La Guerite, Basseterre, St. Kitts
<b>GCC 28.5, GCC 28.6</b>	The period for repair or replacement under warranty terms shall be: 14 days
<b>GCC 33.4</b>	Value engineering: Not applicable.

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## APPENDIX TO SPECIAL CONDITIONS OF CONTRACT

### Prohibited Practices and Other Integrity Related Matters

1. CDB has a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB's adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption money laundering, terrorist financing and similarly corrosive conduct. CDB requires that recipients, as well as bidders, proposers, firms, suppliers, Subsuppliers, service providers, contractors, Subcontractors, Consultants, subconsultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB-financed contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:
  - (a) defines, for the purposes of this provision, Prohibited Practices as follows:
    - (i) **“corrupt practice”** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;
    - (ii) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
    - (iii) **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
    - (iv) **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party, or the property of the party, to influence improperly the actions of a party; and
    - (v) **“obstructive practice”** is:
      - (aa) deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a CDB investigation into

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allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts which impede the exercise of CDB's access, inspection and audit rights provided for under Paragraph 1. (f) below.
- (b) will not provide relevant no-objections and will reject a proposal for award if it determines that the Bidder or Proposer:
- (i) has directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;
  - (ii) is subject to a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, in accordance with Paragraph 4.04 (ii) of the Procurement Procedures for Projects Financed by CDB; or
  - (iii) is suspended or debarred by CDB for engaging in Prohibited Practices or against whom an MDB Debarment or MDB Cross-Debarment has been imposed, in accordance with Paragraph 4.04 (iii) of the Procurement Procedures for Projects Financed by CDB. Notwithstanding the above, CDB may in its sole discretion, following a formal request from the Recipient, provide a no-objection to a Shortlist, prequalification list or recommendation for award that includes a sanctioned Bidder(s) or Proposer(s) against whom an MDB Debarment or MDB Cross-Debarment has been imposed if so warranted by the circumstances and having regard for the integrity and other risks to CDB;
- (c) may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB-financed project, to the extent contractually permissible, where to make the payment could result in harm to CDB; or (b) participating in or being awarded a contract for a project financed by CDB;
- (d) will usually impose such sanctions as applicable including to cancel all or a portion of the CDB Financing allocated to a contract if it determines at any time that representatives of the Recipient or the Recipient engaged in Prohibited Practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;

- (e) may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and
  
- (f) requires Bidders, Proposers, Firms, Suppliers, Subsuppliers, service providers, Contractors, Subcontractors, Consultants, subconsultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents to: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB's request; (iv) make available to CDB for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB's Office of Integrity, Compliance and Accountability.

## **Section X. Contract Forms**

### **Introduction**

This Section contains Contract Forms which, once completed, will constitute part of the Contract. The forms for Contract Agreement, Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder, after contract award.

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## Section X. Contract Forms

### 1. Letter of Acceptance

*[On letterhead paper of the Purchaser]*

..... *[date]*.....

To: *[Name and address of the Supplier]* .....

Subject: *[Notification of Award Contract No]*.....

This is to notify you that your Bid dated . . . *[Insert date]*. . . for execution of the . . . . .  
*[insert name of the contract and identification number]*. . . . . for the amount of . . . . .  
*[insert amount(s) in figures and words and name(s) of currency(ies)]*, as corrected and modified  
in accordance with the Instructions to Bidders is hereby accepted by us.

Authorised Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

**Attachment: Contract Agreement**



## 2. Contract Agreement

THIS CONTRACT AGREEMENT is made on the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

1. *[Insert complete name of the Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of {insert name of Country of the Purchaser}]*, or corporation incorporated under the laws of *{insert name of Country of the Purchaser}* and having its principal place of business at *[insert address of the Purchaser]* (hereinafter called “the Purchaser”),

and

2. *[Insert name of the Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited Bids for Goods *[and Related Services]*, described as *[insert brief description of the Goods and Related Services]* and has accepted a Bid by the Supplier for the supply of these Goods *[and Related Services]*, and the Purchaser agrees to pay the Supplier the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance;
  - (b) the Letter of Bid;
  - (c) the Addenda Nos; *[insert addenda numbers if any]* . . .

- (d) the Special Conditions of Contract;
  - (e) the General Conditions of Contract;
  - (f) **the Specification** (including Schedule of Requirements and Technical Specifications);
  - (g) the Drawings;
  - (h) the completed Schedules (including Price Schedules); and
  - (i) any other documents listed in GCC as forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to supply the Goods [*and Related Services*] and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Goods [*and Related Services*] and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Agreement to be executed in accordance with the laws of ..... [*name of the borrowing country*]. on the day, month and year indicated above.

Signed by:

Signed by:

For and on behalf of the Purchaser

For and on behalf the Supplier

### 3. Advance Payment Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

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

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

*[Bank's letterhead]*

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

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

We have been informed that [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] () [insert amount in words] is to be made against an advance payment guarantee.

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

1. has used the advance payment for purposes other than toward delivery of Goods; or
2. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the [insert day] day of [insert month], 2 [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded. . . . . [Seal of Bank and Signature(s)] . . . . .

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

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