



**MINISTRY OF PUBLIC SERVICE, CONSUMER AFFAIRS
AND SPORTS
1ST FLOOR, MINISTERIAL BUILDING
HALIFAX STREET
KINGSTOWN
ST. VINCENT & THE GRENADINES**

BIDDING DOCUMENTS
for the Supply of Goods

SUBJECT:

Improvement to Arnos Vale Sports Complex – Supply and
Delivery of Replay Screen

CLIENT: Ministry of Public Service, Consumer
Affairs and Sports
1st Floor, Ministerial Building
Halifax Street
Kingstown
St. Vincent and the Grenadines

ENGINEER/PROJECT MANAGER: Chief Engineer
Ministry of Land, Transport, Works and
Physical Planning

DATE ISSUED: August, 2023



MINISTRY OF TRANSPORT, WORKS, LANDS AND
PHYSICAL PLANNING
HALIFAX STREET
KINGSTOWN
ST. VINCENT & THE GRENADINES

21st August, 2023

Subject: **Improvement to Arnos Vale Sports Complex – Supply and Delivery of Replay Screen**

Dear Bidder,

The **Ministry of Public Service, Consumer Affairs and Sports of Saint Vincent and the Grenadines** ("the Procuring Entity") has received approval to request a bid from your company for the **Supply and Delivery of Replay Screen** to the **Arnos Vale Sports Complex** ("the Goods"). As such, we now take pleasure in inviting you to submit a bid for the above captioned and enclose the following Bidding Documents for the Procurement of Goods for your use:

- Bidding Procedures; inclusive of instruction to bidder, bid data sheet and evaluation of qualification criteria
- Bidding forms; inclusive of Schedule of Requirements, Specifications & bid Submission forms
- Sample contract forms; contract agreement, guarantees & securities, Contract Schedule, General and Special conditions of Contract

The goods shall be delivered against the following delivery terms: **incoterm 2010**.

The deadline for the receipt of goods based on the expected award of contract date shall be: **Twelve (12) weeks**.

Your bid should be submitted by the deadline of: **2:00 pm, Wednesday 20th September, 2023** in accordance with the instructions stated in the bidding documents and the attached form of Contract Agreement.

Any Contract resulting from the bidding documents shall be subject to the General and Special Conditions of Contract, specified in Sections IX. & X. respectively.

All communications with the Procuring Entity about this bid shall be made in writing in accordance with the instructions stated in the Instructions to Bidders (ITB) Sub-Clause 7.1.

The bidding documents are issued in accordance with Article 49 of the Public Procurement Act, No. 34 of 2018 ("the Act").

Yours faithfully,



Alistair Campbell,
Chief Engineer (Ag.)
Ministry of Transport, Works, Lands & Physical Planning

Standard Bidding Documents for the Procurement of Goods

Sections of the Standard Bidding Document

PART 1 – BIDDING PROCEDURES

- Section I. Instruction to Bidders (ITB)**
This section provides information to assist bidders prepare a bid, describing the procurement process including details of the evaluation and award of contracts.
- Section II. Bidding Data Sheet (BDS)**
This section supplements section I. Instruction to Bidders, providing the specific provisions to this procurement process.
- Section III. Evaluation and Qualification Criteria**
This section specifies the criteria that will be utilised to determine the lowest evaluated substantially responsive bid.

PART 2 – BIDDING FORMS

- Section IV. Schedule of Requirements**
This section provides details of the goods to be procured, including, quantity, specification, location and timeframe for delivery.
- Section V. Specifications**
Where additional specification details and drawings are required, they shall be included in this section. In addition, details of any inspection and test requirements shall be stated.
- Section VI. Bid Submission Forms**
This section provides additional forms required as part of the bid submission.

PART 3 – CONTRACT FORMS

- Section VII. Contract Forms**
This section includes the Contract Agreement, bank guarantee and advance payment security forms, for use, where required.
- Section VIII. Contract Schedule**
This section provides a summary of the goods to be procured including specifying the quantity, location and price of the contract. Specifications shall be attached as an appendix, where required.
- Section IX. General Conditions of Contract for the Supply of Goods (GCC)**
The section includes the general clauses to be applied to the contract.
- Section X. Special Conditions of Contract for the Supply of Goods (SCC)**
This section supplements section IX. General Conditions of Contract, providing the specific clauses for any resulting contract under this procurement process.

Section I. Instruction to Bidders (ITB)

1 Scope of Bid

- 1.1 The procuring entity issues these bidding documents for the supply of goods as specified in Section IV. Schedule of Requirements.
- 1.2 Definitions: Throughout the bidding documents:
 - (a) “bid” means an offer made in response to an invitation by a procuring entity and includes any bid, proposal or quotation;
 - (b) “bidder” means any legal person, including a joint venture (that is, association of several legal persons, or firms or companies), participating in a procurement process conducted by a procuring entity;
 - (c) “bidding document” means a document issued by the procuring entity, including any amendments, that set out the terms and conditions of the given procurement and includes the invitation to bid;
 - (d) “bid security” means a firm commitment such as a certified cheque, bid bond or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of the bid by the procuring entity, execute such contractual documents as may be required within the time specified;
 - (e) “days” means working days unless stated otherwise;
 - (f) “goods” means objects of every kind and description including raw materials, products, computer software, software licences and equipment and objects in solid, liquid or gaseous form, and electricity, as well as services incidental to the supply of the goods if the value of those incidental services does not exceed that of the goods themselves;
 - (g) “joint venture” means a business arrangement in which two or more parties agree to pool their resources for the purpose of submitting a specific bid or for cooperating in the longer term independently of any particular bid and may include consortia, associations and other forms of formal cooperation;
 - (h) “material deviation” in relation to substantial responsiveness means a deviation from commercial terms and conditions or from the stated requirements, which justifies the rejection of a bid in accordance with ITB Clause 25;
 - (i) “performance security” means a financial instrument issued by a reputable bank or financial institution, such as an insurance, or bonding or surety company, to secure the supplier’s obligation to execute the contract;
 - (j) “procurement contract” means the written agreement made between a procuring entity and a supplier with respect to a procurement requirement”;
 - (k) “procuring entity” includes a, department, local authority, statutory body and state-owned enterprise of the Government of Saint Vincent and the Grenadines which undertakes procurement, as governed by the Act;
 - (l) “responsive” in relation to a bid, means compliant in all material aspects with the requirements of the bidding documents; and
 - (m) “supplier” means a legal person, including a joint venture (that is, association of several legal persons, or firms or companies), that concludes a contract with a procuring entity to supply goods.

2 Bidding Documents

- 2.1 The bidding documents consist of the following:
 - (a) Invitation to Bid;
 - (b) Section I. Instruction to Bidders (ITB);
 - (c) Section II. Bidding Data Sheet (BDS);
 - (d) Section III. Evaluation and Qualification Requirements (EQR);
 - (e) Section IV. Schedule of Requirements;

- (f) Section V. Specifications;
- (g) Section VI. Bid Submission Forms;
- (h) Section VII. Contract Agreement;
- (i) Section VIII. Contract Schedule;
- (j) Section IX. General Condition of Contract (GCC); and
- (k) Section X. Special Conditions of Contract (SCC)

3 Eligibility and Qualification of Bidders

- 3.1 The Government of Saint Vincent and the Grenadines requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.
- 3.2 A bidder shall be eligible if it meets:
 - (a) the requirements stated in ITB Sub-Clause 3.3; and
 - (b) the requirement to be able to undertake maintenance, repairs and provide spare parts, where this is required as part of the bid. The supplier may be represented through an in-country agent; and
 - (c) the qualification criteria stated in Section III. Evaluation and Qualification Criteria. This shall include a demonstration that it has the necessary professional, technical, financial and managerial resources and competence to supply the goods stated in Section IV. Schedule of Requirements. The specific qualification and documentary evidence requirements relevant to this bid are stated **in the BDS**; and
 - (d) the requirement to be an incorporated entity and, submit documentary evidence as part of its bid; and
 - (e) any other eligibility requirements stated **in the BDS**.
- 3.3 A bidder shall not:
 - (a) be insolvent, in receivership, bankrupt or being wound up; and
 - (b) have its affairs administered by a court or a judicial officer; and
 - (c) have any of its directors and officers, convicted of any criminal offence related to professional misconduct or making of false statements or misrepresentations with respect to its qualifications to enter a procurement contract, within a period of two years preceding the commencement of the procurement process, or not otherwise have been disqualified pursuant to debarment proceedings; and
 - (d) be in arrears with respect to taxes, duties, social security contributions, rates, or payments due to the Government of Saint Vincent and the Grenadines; and
 - (e) have its business activities suspended; and
 - (f) be subject to any legal proceedings for any of the foregoing reasons.
- 3.4 Bidders shall provide such evidence of its continued eligibility as the procuring entity may reasonably request during the procurement process and the performance of any resulting contract.
- 3.5 Failure to obtain the bidding documents directly from procuring entity shall result in disqualification from the procurement process.

4 Joint Ventures

- 4.1 Where a bidder is constituted in the form of a joint venture:
 - (a) all parties to the joint venture shall be jointly and severally liable for the contract; and
 - (b) the joint venture shall nominate a representative who shall have the authority to act for and on behalf of any and all parties of the joint venture during the bidding process and, in the event the joint venture is awarded the contract, during the execution of the contract.

- 4.2 A bidder may be a firm that is a private entity or a combination of such entities in the form of a joint venture under an existing agreement or with the intent to enter into such an agreement supported by a Letter of Intent.
- 4.3 There is no limit on the number of members in a joint venture, unless specified **in the BDS**.

5 Conduct of Bidders and Suppliers

- 5.1 A bidder shall not offer or give, directly or indirectly, any improper inducements or otherwise engage in or abet any corrupt or fraudulent practice, in order:
 - (a) to influence any procurement proceedings or the execution of any procurement contract; or
 - (b) to interfere in the ability of any other person to participate in procurement proceedings.
- 5.2 A bidder shall not engage in:
 - (a) any coercive practice threatening to harm, directly or indirectly, any other person or the property of any other person so as to:
 - i. influence the participation of other persons in procurement proceedings; or
 - ii. affect the execution of a contract.
 - (b) collusion, before or after bid submission, designed to:
 - i. allocate procurement contracts among bidders; or
 - ii. establish bid prices at artificial non-competitive levels; or
 - iii. otherwise deprive a procuring entity of the benefit of free and open competition.

6 Cost of Bidding

- 6.1 A bidder is solely responsible for all expenses incurred in preparation and submission of its bid. The procuring entity shall not be liable for any costs or expenses incurred by a bidder as a result of participating in this procurement process.

7 Pre-Bid Meeting

- 7.1 Bidders are invited to attend a pre-bid meeting, if provided for **in the BDS**. The purpose of the meeting shall be to clarify issues and to answer questions on any matter that may be raised at that stage. Failure to attend a pre-bid meeting shall not be cause for disqualification.
- 7.2 Bidders are required, as far as possible, to submit any questions in writing to the procuring entity not later than the timeframe before the pre-bid meeting, as indicated **in the BDS**.
- 7.3 Minutes of the pre-bid meeting, including the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, shall be sent promptly to all bidders who have obtained the bidding documents directly from the procuring entity.

8 Clarification of the Bidding Documents

- 8.1 A bidder requiring clarification of the bidding documents may contact the procuring entity in writing at the procuring entity's address, as specified **in the BDS**. The procuring entity shall respond in writing to all requests for clarification without identifying the source of the request, provided that such requests are received no later than the time specified **in the BDS**. The procuring entity shall simultaneously provide its response to all bidders to whom the bidding documents have been sent. Should the procuring entity consider it necessary to amend the bidding documents as a result of any clarification, it shall do so following the procedure under ITB Clause 9.

9 Modifications to the Bidding Documents

- 9.1 A procuring entity may make modifications to the bidding documents, by issuing addendum, at any time prior to the deadline for the submission of bids.
- 9.2 Any addendum issued shall form part of the bidding documents and shall be sent to all bidders who have obtained the bidding documents directly from the procuring entity.
- 9.3 If necessary, the procuring entity shall extend the deadline for submission of bids to allow bidders an opportunity to take such modifications into account in preparing its bid.

10 Documents Comprising the Bid

- 10.1 The documents required for the submission of a bid are detailed **in the BDS**.
- 10.2 The bid submission form, or where required, the bid securing declaration, shall be submitted without any alterations of its format and no substitutes shall be accepted. Any alterations or substitutions shall lead to the bid to be determined as non-responsive, in accordance with ITB Clause 21.

11 Language of Bids

- 11.1 Bids and any subsequent correspondence or documents relating to the bid exchanged by the bidder and the procuring entity, shall be written in English.

12 Alternative Bids

- 12.1 Alternative bids shall not be accepted, unless otherwise specified **in the BDS**.
- 12.2 Where alternative bids are permitted, the method for evaluating those alternatives shall be specified **in the BDS**.

13 Bid Prices

- 13.1 The price offered by the bidder in the completed Schedule of Requirements of its submitted bid shall be the total price conforming to all the requirements of the bidding documents, with delivery in accordance with the relevant Incoterm specified **in the BDS**.
- 13.2 Prices bid shall correspond to 100 % of the items specified for each lot and for 100% of the quantities specified for each item of a lot, unless partial bids shall be permitted, as indicated **in the BDS**. Bidders wishing to offer any discounts for the award of more than one contract shall specify the applicable price reduction and indicate the method for its application.
- 13.3 Where the Schedule of Requirements is divided into multiple lots, the bidder may submit a bid for a single lot, any combination of lots or all lots.
- 13.4 All lots and items must be listed and priced separately in the Schedule of Requirements.
- 13.5 The disaggregation of price components in the Schedule of Requirements is required solely for the purpose of facilitating the comparison of bids. This shall not in any way limit the procuring entity's right to contract on any of the terms offered.
- 13.6 The prices quoted in the Schedule of Requirements, shall state:
 - (a) For goods of origin in Saint Vincent and the Grenadines:
 - i. the price of the goods in accordance with the Incoterm specified; and
 - ii. any sales and other taxes already paid or payable on the goods upon an award of contract.
 - (b) For goods of origin outside Saint Vincent and the Grenadines that have already been imported:
 - i. the price of the goods in accordance with the Incoterm specified; and
 - ii. any customs duties and other import taxes already paid or to be paid; and

- iii. any sales and other taxes already paid or payable on the goods upon an award of contract.
 - (c) For goods of origin outside Saint Vincent and the Grenadines that are to be imported:
 - i. the price of the goods in accordance with the Incoterm specified; and
 - ii. the price of insurance, inland transportation and other local services, as required by the applicable Incoterm; and
- 13.7 The prices quoted shall be fixed during the bidder's performance of the contract and not be subject to variation, unless otherwise specified **in the BDS**. Where variation is not permitted, bids submitted with an adjustable price offer shall be treated as non-responsive and rejected. Where variation is permitted, the bidder may apply an adjustment in accordance with any instructions provided within the BDS. A bid submitted with a fixed price applicable throughout the contract, shall have the price adjustment treated as zero.

14 Currency of Bid

- 14.1 The bidder shall submit its bid in a currency stipulated **in the BDS**.
- 14.2 Payment shall be made in the currency of the contract.

15 Establishing the Eligibility and Specifications of the Goods

- 15.1 The bidder may be required to supply supplementary evidence of the conformity of the goods offered to the technical specification stated in the Section V. Specifications.
- 15.2 The evidence required may be in the form of literature, drawings, data, or samples and shall consist of a detailed item by item description of the essential technical and performance characteristics of the goods. The required evidence is stated **in the BDS**.
- 15.3 Where samples of the goods offered by the bidder are required, as prescribed in ITB Sub-Clause 15.2, they shall be supplied:
 - (a) in the quantities and sizes stated; and
 - (b) as part of the bid submission, as indicated in ITB Sub-Clause 19.1, unless otherwise indicated **in the BDS**; and
 - (c) delivered carriage paid to the specified delivery location, no later than the bid submission date, as indicated in ITB Sub-Clause 19.1.
- 15.4 The procuring entity shall retain the sample of the successful bidder(s) and unsuccessful bidders shall have thirty (30) days to collect its sample following the notification of award of contract. If its sample is not collected within this period, the sample shall become the property of the procuring entity.
- 15.5 The bidder shall also state whether the goods offered "comply" or "not comply" to each characteristic of the specification stated in the Schedule of Requirements.
- 15.6 The bidder shall submit a list providing the available sources and prices of spare parts, special tool etc., necessary for the operation and continued functioning of the goods for the period of time specified **in the BDS** following commencement of the use of the goods by the procuring entity. Where the price of spare parts forms part of the evaluation criteria, this shall be stated in the Evaluation and Qualification Criteria.
- 15.7 Standards for workmanship, process, material, and equipment should be generic and not specific to one brand or manufacturer. Relevant local and international standards should be specified as much as possible. In unavoidable circumstances, where specific references are necessary to describe what is to be purchased, the procuring entity may refer to brand names in the Schedule of Requirements. The bidder may offer other standards of quality or brand names, provided that it demonstrates, to the procuring entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

16 Manufacturer of the Goods

- 16.1 If the bidder is not the manufacturer of the goods, the bidder must be duly authorised by the manufacturer to supply the goods in Saint Vincent and the Grenadines, unless otherwise stated **in the BDS**.
- 16.2 Where documentary evidence of the manufacturer's authorisation is required as part of the bid, such requirement shall be stated **in the BDS**. The procuring entity reserves the right to request documentary evidence of the bidder's authorisation at any time prior to the award of contract.

17 Validity of Bids

- 17.1 Bids shall remain valid for the period of time specified **in the BDS** following the submission deadline. A bid valid for a shorter period shall be rejected by the procuring entity as non-responsive.
- 17.2 The validity period of a bid may be extended only with the agreement of the bidder. The procuring entity's request for extension of the validity of the bid and the bidder's response shall be made in writing.
- 17.3 Where a bid security is provided as part of the bid submission, where specified in ITB Sub-Clause 18.1, it shall also be extended for the corresponding period. If a bidder refuses to the extension of its bid, they may do so without forfeiting its bid security.
- 17.4 Withdrawal of a bid during the bid validity period shall result in forfeiture of any bid security provided.
- 17.5 A bidder granting the request to extend its bid validity shall not be permitted to modify its bid.

18 Bid Security and Bid Securing Declaration

- 18.1 The bidder as part of its bid, shall provide a bid security or a bid securing declaration, as specified **in the BDS**.
- 18.2 The bid security shall be in the amount and currency as specified **in the BDS**, and shall:
 - (a) remain valid for a period of twenty-eight (28) days beyond the validity period of the bids, and as extended, where requested by the procuring entity in accordance with ITB Sub-Clause 17.2; and
 - (b) be issued by a reputable financial institution. If the institution issuing the bid security is located outside of Saint Vincent and the Grenadines, it shall have a correspondent financial institution located within the country; and
 - (c) be in accordance with one of the forms of bid security included in Section VI. Bid Submission Forms; and
 - (d) be payable promptly upon written demand by the procuring entity, for reasons, as stated in ITB Sub-Clause 18.4; and
 - (e) be submitted in its original form as part of the bid submission.
- 18.3 At the bidder's option, the forms of bid security are:
 - (a) a certified Bank cheque; or
 - (b) an irrevocable letter of credit; or
 - (c) a bank guarantee; or
 - (d) an alternative form as detailed **in the BDS**.
- 18.4 A bid security shall be forfeited by the bidder only in the event of:
 - (a) a modification or withdrawal of a bid after the deadline for submission of bids and during its period of validity; or
 - (b) the refusal by a bidder to accept a correction of an arithmetical error; or
 - (c) failure by the successful bidder to sign a contract in accordance with the terms set forth in the bidding documents; or

- (d) failure by the successful bidder to provide a security for the performance of the contract, where prescribed in ITB Sub-Clause 31.1.
- 18.5 The procuring entity shall promptly release the bid security of unsuccessful bidders upon either:
 - (a) the expiration of the bid security; or
 - (b) the signing of a procurement contract with the successful bidder and, the subsequent submission of any required performance security.
- 18.6 The bid security of the successful bidder shall not be released, until any required performance security has been received.
- 18.7 The bid security of a joint venture must be in the name of the joint venture that submits the bid. If the joint venture has not been legally constituted at the time of bidding, the bid security shall be in the names of all future partners as named in the Bidder Information Form of the bid submission.
- 18.8 In the event of a bid-securing declaration, if the successful bidder withdraws or modifies its bid during the period of validity or fails to sign the contract or to submit the performance security within the prescribed deadline, the bidder shall pay to the procuring entity within seven (7) days a penalty of 2% of the bid price, failing which the bidder shall be debarred from participating in any public procurement contract for a period of up to one year.

19 Submission of the Bid

- 19.1 A bid shall be submitted in written form, duly signed and authorised by the bidder in a single, sealed envelope, clearly marked on the front of the envelope with the contract name and contract reference number provided in the bidding documents, at the place and time indicated **in the BDS**.
- 19.2 The bidder shall submit one original of the documents comprising the bid and clearly mark it 'Original'. In addition, the bidder shall submit copies of the bid, in the number specified **in the BDS** and shall clearly be marked with 'Copy'. In the event of any discrepancy between the original and copies, the original shall prevail.
- 19.3 The bidder must clearly sign or initial by the person signing the bid, for any overwriting, corrections or erasures made in the preparation of the bid.
- 19.4 A bidder, including a bidder who forms or will form a joint venture, is permitted to submit only one bid in response to the bidding documents, except for alternative bids as permitted under ITB Clause 12. This does not limit the participation of subcontractors in more than one bid.
- 19.5 Bids received after the submission deadline shall be rejected and returned unopened.
- 19.6 Submission of bids is permitted by hand or mail or by courier, at the option of the bidder. Where electronic bid submission is permitted, details of the bid submission requirements shall be stated **in the BDS**.
- 19.7 The procuring entity shall, on request, issue the bidder a receipt setting out the date and time the bid was received, except for bids received through a bid box.
- 19.8 A bidder may substitute, modify or withdraw its bid after it has been submitted and prior to the deadline for submission of bids. Every substitution, modification or withdrawal shall be made by sending a written notice, duly signed by an authorised representative and shall be submitted in accordance with the procedures outlined in ITB Sub-Clause 19.1. Withdrawn or substituted bids shall be returned unopened to the bidder in accordance with ITB Sub-Clause 20.4. Any modification or withdrawn bid prior to the deadline for the submission of bidss shall be done without forfeiting any bid security provided as part of its bid submission.
- 19.9 Bids may not be changed or withdrawn after the deadline for submission of bids.

20 Bid Opening

- 20.1 All bids submitted before the deadline for submission shall be opened in public at the address, date and time indicated **in the BDS**. Any specific electronic bid opening procedures required, if electronic bid submission is permitted as indicated in ITB Sub-Clause 19.6, shall be specified **in the BDS**.
- 20.2 The bid opening shall permit the presence of the bidders or its representatives and the names of all those present at the bid opening and the organisations they represent shall be recorded.
- 20.3 Following verification that each bid is sealed and that the seal remains intact, the names of the bidders, the total amount of each bid, any withdrawals, substitutions or modifications, made, any discounts or alternatives offered, and the presence or absence of any bid security or bid securing declaration, if required, and essential supporting documents shall be read out aloud and recorded. In the case that the two envelope system is used, the announcement shall include the fact that no price envelope has been opened.
- 20.4 First, envelopes marked "withdrawal" shall be opened and the bidder's name shall be read out and returned to the bidder where the envelope contains a letter confirming the request to withdraw the bid and signature by a duly authorised person. No bid withdrawal shall be permitted unless the corresponding bid withdrawal notice contains a valid authorised letter requesting the withdrawal of the bid. Next, bids marked 'substitution' or 'modification' shall be opened and the bidder's name read out. Bids that are to be substituted shall not be opened, but returned to the bidder. Bids that are to be modified shall be opened and read out with the corresponding bid. No bid substitution or modification shall be permitted unless the envelopes marked 'substitution' or 'modification' contain a valid authorised letter requesting the respective substitution or modification of the bid.
- 20.5 A copy of the record shall be made available to any bidder on request. As a minimum, the record shall contain:
 - (a) the name of the bidder and whether there is a withdrawal or modification; and
 - (b) the bid price, per lot if applicable, including any discounts, and alternative bids if they were permitted; and
 - (c) the presence or absence of a bid security, if one was required; and
 - (d) the attendance of the bidder's representatives, who shall be asked to sign the attendance sheet.
- 20.6 No decision regarding the disqualification or rejection of any bid shall be taken or announced in the bid opening session.
- 20.7 Following the opening of the bids and until the notification of intention to award has been notified to the bidders, a bidder shall not make any unsolicited communication to the procuring entity or try in any way to influence the procuring entity's examination and evaluation of the bids.
- 20.8 All bids that are accepted and opened shall be passed promptly, with a copy of the record of the bids received and those persons attending the meeting, to the respective evaluation committee for evaluation.

21 Responsiveness of Bids

- 21.1 The procuring entity's determination of a bid's responsiveness is to be based solely on the contents of the bid.
- 21.2 A responsive bid is one that:
 - (a) meets the requirements stated in the bidding documents, including all terms, conditions and specifications, without any material deviation, reservation, non-conformity or omission; and
 - (b) provides the required completed documentation, information and submission of samples, including all documents required as stated in ITB Sub-Clause 10.1.

- 21.3 Material deviations to commercial terms and conditions, which justify rejection of a bid as non-responsive shall include, but is not limited to, the following:
- (a) failure to sign the bid submission form and price schedules by the authorised person or persons; or
 - (b) failure to satisfy the eligibility and qualification requirements, as stated in ITB Clause 3; or
 - (c) failure to submit, or alter or substitute, a bid security or bid-securing declaration, as specified in ITB Clause 18; or
 - (d) failure to offer the required bid validity period, as specified in ITB Sub-Clause 17.1; or
 - (e) failure to offer to meet the deadline for the receipt of goods based on the expected award of contract date, in accordance with ITB Clause 38; or
 - (f) failure to submit supporting documents required by the bidding documents to determine the substantial responsiveness of a bid.
- 21.4 Material deviations to the technical requirements of the bidding documents and non-conformity to technical requirements, which are justifiable grounds for rejection of a bid include the following:
- (a) failure to offer goods that meet the stated specifications; or
 - (b) failure to offer all of the goods provided in the Schedule of Requirements, unless partial bids are permitted in accordance with ITB Sub-Clause 13.2.
- 21.5 A procuring entity may regard a bid as responsive if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set forth in the bidding documents or it contains errors, nonconformities or omissions that are capable of being corrected without touching on the substance of the bid, in accordance with ITB Clause 23. Any such deviations shall be quantified to the extent possible, and appropriately taken account of in the evaluation and comparison of bids.
- 21.6 Any such requests for clarification shall not be related to any aspect of the price of the bid or any factor that would alter the score where weighted evaluation criteria are utilised.

22 Clarification of Bids

- 22.1 A procuring entity may request a bidder to clarify its bid in order to assist in the examination, evaluation, comparison and post-qualification of bids but no advantage shall be sought, offered or permitted to change any matter of substance in the bid, including changes in price and changes aimed at making an unresponsive bid responsive, except to confirm any corrections for arithmetic errors discovered by the procuring entity, in accordance with ITB Sub-Clause 23.1(c). Clarifications submitted by a bidder that are not in response to a request by the procuring entity shall not be considered.
- 22.2 The procuring entity's request for clarification and the response shall be in writing.

23 Non-conformities, Errors and Omissions

- 23.1 Provided that a bid is substantially responsive, the procuring entity may:
- (a) waive any non-conformities or omissions, as long as these do not constitute a material deviation; and
 - (b) waive any request that the bidder submit the necessary information or documentation, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Where information is requested, failure by the bidder to comply with the request may result in the rejection of its bid as non-responsive; and
 - (c) correct arithmetic errors on the following basis:

- i. 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; or
- ii. 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; or
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail.

23.2 The amount stated in the bid shall be adjusted by the procuring entity in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the bid shall be rejected, and if a bid security was required as part of the bid submission, it may be forfeited.

24 Comparison of Bids

24.1 The procuring entity shall compare all bids that have not been rejected in accordance with ITB Clause 25 and, considered to be substantially responsive to determine the lowest evaluated bid, in accordance with ITB Clause 21.

25 Rejection of Bids

25.1 A procuring entity shall reject a bid if it determines that:

- (a) the bid is non-responsive as determined in ITB Clause 21; or
- (b) the sample submitted by the bidder, where required, does not conform to all requirements prescribed in in ITB Sub-Clause 15.3 or is received by the procuring entity after the submission of bid deadline;
- (c) the bidder is not eligible, based on the eligibility criteria stated in ITB Sub-Clause 3.2; or
- (d) the bidder submitting the bid, its agent or any party authorised to act on its behalf has acted in in a manner inconsistent with standards required of bidders and suppliers as stated in ITB Clause 5; or
- (e) a bidder has a conflict of interest that materially affects fair competition or diligent performance of the contract or is prejudicial to the interests of the procuring entity; or
- (f) The bid is received after the deadline for submission of bids.

26 Evaluation of Bids

26.1 The procuring entity shall examine the bids to confirm that all documents requested in ITB Clause 10 have been provided, and to determine the completeness of each bid submitted. If any of documents or information are missing, the bid may be rejected as non-responsive.

26.2 The evaluation of the bids shall only use the evaluation criteria defined in the Evaluation and Qualification Criteria and the procuring entity shall consider a bid successful:

- (a) where price is the only award criterion, the bid with the lowest bid price which is considered to be substantially responsive in accordance with the bidding documents;
- (b) where there are price and other award criteria, the most advantageous bid ascertained on the basis of the criteria and procedures for evaluating bids as specified in the bidding documents;
- (c) where there are no financial criteria, the most advantageous bid ascertained on the basis of selected non-financial criteria or other parameters for evaluating bids as specified in the bidding document.

26.3 To evaluate the bids, the procuring entity shall consider the following:

- (a) where partial bids are permitted, bids shall be evaluated on a lot or item by item basis as determined in ITB Sub-Clause 13.2; and
 - (b) the evaluation of prices shall be based on the specified Incoterm and delivery location, exclusive of any applicable customs duties, sales or other taxes payable on the goods in Saint Vincent and the Grenadines; and
 - (c) any adjustments due to the application of the evaluation criteria specified in the Evaluation and Qualification Criteria; and
 - (d) the price conversion to Eastern Caribbean Dollars (XCD) where bids have been permitted to be offered in alternative currencies in accordance with ITB Sub-Clause 26.5; and
 - (e) any price adjustments due to discounts offered in accordance with ITB Sub-Clause 13.2; and
 - (f) price adjustments for correction of arithmetic errors in accordance with ITB Sub-Clause 23.1(c); and
 - (g) adjustments due to the application of national preference, where applicable, as determined ITB Clause 28.
- 26.4 The evaluation criteria may require the consideration of other factors, in addition to the bid price. These factors may include, but are not limited to, the characteristics, performance, specifications, terms and conditions of the purchase of goods, delivery times. These factors shall be evaluated in accordance with the evaluation criteria stated in Section III. Evaluation and Qualification Criteria.
- 26.5 For evaluation and comparison purposes, the procuring entity shall convert all bid prices expressed in alternative currencies, where these have been permitted in accordance with ITB Sub-Clause 14.1, into Eastern Caribbean Dollars (XCD). The rate of exchange to be used to convert the bid prices expressed in alternative currencies shall be as stated **in the BDS**.

27 Negotiation of the Bid

- 27.1 No negotiation of the offered unit prices in a submitted bid shall be undertaken.
- 27.2 Negotiations may be held to amend the scope of the final Contract, provided that the purpose of fair and equal treatment is maintained.

28 National Preference

- 28.1 National preference shall not be a factor in the bid evaluation, unless otherwise permitted **in the BDS**. Where national preference shall be a factor, the instructions and method for application shall be provided in the Evaluation and Qualification Criteria.

29 Post-Qualification of the Bidder

- 29.1 The procuring entity shall determine to its satisfaction whether the bidder that is selected, having submitted the lowest evaluated substantially responsive bid is, qualified to perform the contract satisfactorily. Where the procuring entity intends to use post qualification this shall be indicated **in the BDS**.
- 29.2 The determination of the qualification of the selected bidder shall be based upon the information submitted in the Evaluation and Qualification Criteria of its bid.
- 29.3 The selected bidder must be considered to be qualified to be awarded a contract. In the case of a joint venture, the determination shall be based on the joint venture submission. If the joint venture has not been legally constituted at the time of bidding, the post-qualification shall be undertaken on all the future partners as named in the Bidder Information Form of the bid submission.
- 29.4 Should it be determined that the bidder is not qualified based on its bid submission, the bidder shall be considered non-responsive and the next lowest evaluated bid shall

be evaluated to determine whether it is qualified to execute the contract. This process shall be repeated until a successful determination is made on the qualifications of a bidder.

30 Award of Contract

30.1 The procuring entity shall award the contract to the bidder whose offer was determined to be the lowest evaluated substantially responsive bid, that has been determined is qualified to satisfactorily perform the contract.

31 Performance Security

31.1 The bidder shall furnish a performance security within the period of time stated in ITB Sub-Clause 33.5. The bidder may use the Performance Security form included in Section VII. Contract Forms or an alternative form that is acceptable to the procuring entity.

31.2 Failure to furnish a performance security acceptable to the procuring entity shall constitute sufficient grounds to cancel the award of the contract, and the award shall be made to the next lowest evaluated substantially responsive bid.

32 Variation of Quantities

32.1 At the time the contract is awarded, the procuring entity reserves the right to increase or decrease the quantity of goods specified in the Schedule of Requirements provided such variation does not exceed the percentages stated **in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the bidding documents.

33 Notification of Award of Contract

33.1 Prior to the award of contract and within the bid validity period, the procuring entity shall notify all bidders, in writing, of the determination of the successful bid(s) and its intention to award a contract to the successful bidder(s) and publish the decision on the website of the Central Procurement Office.

33.2 The public notice of the award shall contain the following information:

- (a) the name and contract reference number; and
- (b) the name and address of each supplier to which a contract was awarded; and
- (c) the contract price; and
- (d) a summary of the scope of the contract and its duration.

33.3 Following the notification, a bidder may query, apply for reconsideration or otherwise challenge the decision of the procuring entity, in accordance with ITB Sub-Clause 35.1. This may include a request for debriefing seeking explanations for the grounds on which its bid was not selected.

33.4 In the absence of a challenge by an unsuccessful bidder within ten days of the issuance of the notification, the procuring entity may award the contract(s) to the successful bidder(s).

33.5 Until a formal contract is prepared and executed, the procuring entity shall provide written notification of award of contract. This notification shall constitute a binding contract. The successful bidder shall complete the requirements stated by the procuring entity, including the furnishing of any performance security, within the period of time indicated **in the BDS**, which shall not be less than ten (10) days from the notification of award of contract.

34 Signing of the Contract

34.1 Where the contract is not signed by both parties simultaneously:

- (a) the procuring agency shall send to the proposed supplier two original copies of:

- i. the full agreed procurement contract; and
 - ii. the letter of acceptance, each copy to be signed by its duly authorised representative, together with the date of signature.
- 34.2 The successful bidder shall sign and return the procurement contract including the performance security, where required. If the bidder fails to return the procurement contract signed, including the furnishing of any required performance security within the time period indicated in ITB Sub-Clause 33.5, the procuring entity may cancel the procurement contract and seek to award the procurement contract to the bidder that would have been successful had the original successful bid not been submitted, providing the procuring entity deems the bidder is capable of performing the contract satisfactorily.
- 34.3 Following the signing of the contract, the procuring entity shall advise all unsuccessful bidders of the outcome of the award of contract, specifying the name and address of the proposed successful bidder and the price of the contract. This shall discharge the bid securities as detailed in ITB Sub-Clause 18.1.

35 Right to Challenge

- 35.1 Except in the case of a decision by a procuring entity to cancel the procurement process in accordance with ITB Clause 37, a bidder may challenge the procurement proceedings at any time before the entry into force of the contract where the bidder has suffered, or is likely to suffer, loss due to a breach of a duty imposed on a procuring entity under the Act, in accordance with Article 65 of the Act.

36 Confidentiality

- 36.1 Notwithstanding any law to the contrary, information relating to the contents of bids or to the examination, clarification, evaluation and comparison of bids shall not be disclosed to bidders or suppliers or to any other person not officially involved in the evaluation of bids.

37 Cancellation of Procurement Process

- 37.1 The procuring entity may cancel the process of procurement:
 - (a) at any time prior to the acceptance of a bid; or
 - (b) after the successful bid is accepted if the bidder:
 - i. fails to sign the contract within the required time period following the issuance of the notification of award of contract, in accordance with ITB Sub-Clause 33.5; or
 - ii. withdraws its bid; or
 - iii. is convicted of any offence under the Public Procurement Act, 2018.
- 37.2 The procuring entity shall incur no liability towards bidders solely by virtue of its cancellation of the procurement process.
- 37.3 Upon the cancellation of the procurement process, the procuring entity shall return any unopened bids to the respective bidders.
- 37.4 The procuring entity shall immediately communicate its decision to cancel the procurement process, as well as the reasons for such cancellation, to all invited bidders, that participated in the procurement process.

38 Expected Timeline for the Delivery of Goods

- 38.1 An indicative timeline for this bid process is provided in the Evaluation and Qualification Criteria. The procuring entity shall endeavour to adhere to this timeline but reserves the right to alter the timeline, where necessary.

38.2 The bidder commits to deliver the goods on or before the deadline for the receipt of goods based on the expected award of contract date stated in the Evaluation and Qualification Criteria.

Section II. Bidding Data Sheet (BDS)

The Procuring Entity must complete all highlighted sections and delete the *italics* prior to issuance of the Bidding Documents.

ITB Clause Reference	
ITB 3.2(c)	<p>The qualification requirements are as follows:</p> <ul style="list-style-type: none"> (a) Experience as supplier in of good of similar nature and value equivalent to this RFQ. (b) Proposal for timely supply, delivery and commissioning of proposed goods to meet client's requirements outlined (c) evidence of adequacy of working capital for this Contract: liquid assets and/or credit facilities amounting to XCD 100,000 net of other contractual commitments and exclusive of any advance payments which may be made under the Contract. (d) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years; (e) authority to seek references from the Bidder's bankers; (f) Documentary evidence establishing the bidder's eligibility including evidence of incorporation; <p><i>Provide details of qualification requirements.</i></p>
ITB 3.2(e)	The additional eligibility requirements are as follows: <i>Not applicable</i>
ITB 4.3	There shall not be a limit on the number of members in a joint venture.
ITB 7.1	There shall not be a pre-bid meeting.
ITB 7.2	The deadline for the submission of questions for clarification shall be Wednesday 13 th September, 2023
ITB 8.1	<p>All requests for clarification shall be sent to the following address:</p> <p style="margin-left: 40px;">The Chief Engineer Media Center, Arnos Vale Sporting Complex, Arnos Vale The Ministry of Transport, Works, Lands, and Physical Planning City: Kingstown ZIP Code: VC0100 Country: St. Vincent and the Grenadines Electronic mail address: office.mtw@mail.gov.vc</p> <p>Please copy the Project Coordinator and the Electrical Engineer, on all request for clarification. Email Addresses are as follows</p> <p style="margin-left: 40px;">Project Coordinator: pcav2023@gmail.com Electrical Engineer: jchang@gov.vc</p> <p>The deadline for the receipt of clarifications is: Friday 15th September, 2023</p>
ITB 10.1	<p>The documents required for the submission of a bid are:</p> <ul style="list-style-type: none"> (a) Bid Information Form (within Section VI. Bid Submission Forms); (b) Letter of Intent, in accordance with ITB Sub-Clause 4.2; (c) Price Schedule Form (within Section IV. Schedule of Requirements);

	<p>(d) Bid Security Form or Bid Securing Declaration (within Section VI. Bid Submission Forms);</p> <p>(e) Documentary evidence establishing the bidder's eligibility including evidence of incorporation;</p> <p>(f) Documentary evidence establishing the bidder's qualifications;</p> <p>(g) Documentary evidence establishing the conformity of the goods;</p> <p>(h) Documentary Evidence establishing the national preference of goods; and</p> <p>(i) add any additional documentary requirements <i>(delete as appropriate)</i></p>
ITB 13.1	The Incoterm edition is Incoterms 2010.
ITB 13.2	Partial bids shall NOT be considered. <i>Bidders shall bid for the full quantity of any line item</i>
ITB 13.7	The prices quoted shall be fixed during the bidder's performance of the contract.
ITB 14.1	Bids shall be submitted in the following currencies: Eastern Caribbean Dollar (XCD)
ITB 15.2	The documentary evidence required to evidence conformity of the goods offered to the technical specification shall be as follows: <i>[Manufacturer's Specification & Warranty Statement]</i>
ITB 15.3(b)	The delivery of any requested samples shall be submitted as follows: <i>'to be submitted as part of the bid submission</i>
ITB 15.6	The list of sources and prices of spare parts, special tools etc. shall cover a period of two (2) years.
ITB 16.1	The bidder shall not require the Manufacturer's Authorisation to supply the goods stated within the bidding documents.
ITB 16.2	<i>Not Applicable</i>
ITB 17.1	Bids shall remain valid for a period of 120 calendar days.
ITB 18.1	The bidder shall provide a bid securing declaration
ITB 18.2	The bid security shall be for the following amount: Not Applicable The currency of the bid security shall be: Not applicable
ITB 18.3(d)	The following alternative forms of bid security shall be accepted: Bid securing declaration.
ITB 19.1	The address for submission of bids is: Secretary, Central Procurement Board Ministry of Finance and Planning 2nd Floor, Administrative Building Kingstown St. Vincent & the Grenadines The deadline for receipt of bids is: 2:00 pm, Wednesday 20th September, 2023
ITB 19.2	The bidder shall submit One (1) of copy.
ITB 19.6	Alternative methods of submission shall not be permitted.
ITB 20.1	The bid opening shall take place at the following location: Central Procurement Board Ministry of Finance and Planning 2nd Floor, Administrative Building Kingstown

	<p>St. Vincent & the Grenadines</p> <p>The bid opening will take place at the following time: 2:15pm, Wednesday 20th September, 2023</p> <p>The following procedures shall apply for electronic bid openings: <i>Not applicable</i></p>
ITB 26.5	The rate of exchange to be used for evaluation purposes is [1.00USD = 2.7169 XCD]
ITB 28.1	National preference [shall not] be a factor in the bid evaluation.
ITB 29.1	Post-qualification of the lowest evaluated substantially responsive bidder shall not be undertaken.
ITB 32.1	<p>The maximum percentage by which quantities may be increased is: 20 %</p> <p>The minimum percentage by which quantities may be increased is: 0 %</p>
ITB 33.5	The successful bidder shall complete the requirements within twelve (12) weeks following the issuance of the notification of the award of contract.

Section III. Evaluation and Qualification Criteria (EQC)

1 National Preference (ITB Clause 28)

Where indicated in ITB Clause 28 National Preference, a margin of preference shall be provided in the evaluation of bids for goods manufactured in Saint Vincent and the Grenadines or any other Member State of the OECS (Organisation of Eastern Caribbean States), when comparing bids offering such goods as with those offering goods manufactured abroad. The application of the margin of preference shall be undertaken as below:

- 1.1 In the case of goods contracts, preference may be applied to bids that contain:
 - (a) goods manufactured exclusively in Saint Vincent and the Grenadines or any other Member State of the OECS; or
 - (b) goods partially manufactured or assembled in the OECS where the bidder establishes to the satisfaction of the procuring entity that the proportion of national value added to the total value of those goods is equal to or greater than 30% of the ex-works (EXW) price of the goods offered.
- 1.2 In establishing the national value added in accordance with EQC Sub-Clause 1.1 above, the procuring entity shall take account of the value of national labour, raw materials or components manufactured within the OECS as well as the value of any manufacturing and/or assembly carried out in facilities within the OECS.
- 1.3 As part of its bid, the bidder is required to certify that the necessary manufacturing capacity exists where national value is to be added.
- 1.4 For comparison purposes, substantially responsive bids shall be classified in one of the three groups:
 - (a) Group A: bids offering goods manufactured locally if the bidder satisfactorily establishes that:
 - (i) local labour, raw material and components will account for more than 30% of EXW price to the product offered; and
 - (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing/assembling such goods at least since the time of bid submission.
 - (b) Group B: all other bids offering, local goods.
 - (c) Group C: bids offering the goods from abroad and to be directly imported.
- 1.5 The price quoted for goods in bids of Groups A and B shall include all duties and taxes paid or payable on the basic materials or components purchased in the national market or imported, but shall exclude the sales and similar taxes on the finished product. The price quoted for goods in bids of Group C shall be on the place of destination Incoterm (e.g. CIP/CIF) as stated in the Instruction to Bidders ITB Sub-Clause 13.1, which is exclusive of customs duties and other import taxes already paid or to be paid.
- 1.6 In the first step, all evaluated bids in each group shall be compared to determine the lowest bid in each group. Such lowest evaluated bids shall be compared with each other and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for the award.
- 1.7 If as a result of the comparison under paragraph ten above, the lowest evaluated bid is a bid from Group C, the lowest evaluated bid from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in the bid from Group C, for the purpose of this further comparison only, an amount equal to margin of preference applied to (e.g. 15 percent of) the place of destination Incoterm price. The lowest evaluated bid determined from this last comparison shall be selected.

1.8 For the avoidance of doubt, the following countries are Member States or Associate Member States of the Organisation of Eastern Caribbean States:

- 1 Anguilla
- 2 Antigua and Barbuda
- 3 British Virgin Islands
- 4 Commonwealth of Dominica
- 5 Grenada
- 6 Guadeloupe
- 7 Martinique
- 8 Montserrat
- 9 Saint Kitts and Nevis
- 10 Saint Lucia
- 11 Saint Vincent and The Grenadines

1.9 Origin of Manufactured Goods

Goods have their origin in Saint Vincent and the Grenadines or another member state of the OECS if they have been produced through either the manufacture, processing or assembly to produce a commercially recognised article that differs substantially in its basic characteristics, function or purpose of utility from its parts or components.

The origin of materials, parts or components of the goods or the nationality of the firm that produces, assembles, distributes or sells the goods, does not determine the origin of the goods.

2 Evaluation Criteria (ITB Clause 26)

Bids shall be evaluated against the following evaluation criteria:

(delete and amend evaluation criteria as appropriate)

2.1 Bid Price

- (a) The bid price evaluation shall be in accordance with ITB Clause 13.

2.2 Delivery Schedule

- (a) The goods specified in the Schedule of Requirements are required to be delivered by the delivery deadline for receipt of goods based on the expected award of contract date. No credit shall be given for deliveries before this date and bids offering delivery after the date indicated shall be rejected and treated as non-responsive., in accordance with ITB Sub-Clause 21.3(e).
- (b) The indicative timeline for this bid process and delivery deadline for the goods is as follows:

Deadline for Submission of Bids	Wednesday 20th September, 2023
Expected Award of Contract Date	Wednesday 18th October, 2023
Deadline for Receipt of Goods based on Expected Award of Contract date	Wednesday 17th January, 2023

2.3 Cost of major replacement components, spare parts and after-sales-service

- (a) The following replacement components and spare parts and estimated quantities for the period stated in ITB Sub-Clause 15.6, shall be factored into the evaluation:
 - (i) *Procuring entity may list the replacement components and spare parts and the required quantity of each.*
- (b) The requirements for after-sales-service are:

- (i) *Procuring entity to list after-sales-service requirements*
- (c) An adjustment equal to the cost of these components and spare parts listed in EQC Sub-Clause 2.3(a) shall be added to the bid price, for evaluation purposes.
- (d) An adjustment equal to the cost of the required after sales service facilities listed in EQC Sub-Clause 2.3(b) shall be added to the bid price, for evaluation purposes.

2.4 Operating and maintenance costs

- (a) An adjustment to take into account the projected operating and maintenance costs for the goods shall be added to the bid price, for evaluation purposes.
- (b) An adjustment equal to the cost identified in EQC Sub-Clause 2.4(a) shall be added to the bid price, for evaluation purposes.

2.5 Any other additional criteria

3 Multiple Contracts (ITB Clause 13)

3.1 Where the procurement requirement has been divided into lots, the procuring entity may award multiple contracts to the bidder that offers the lowest priced substantially responsive combination of bids that has met the qualification requirements.

3.2 The procuring entity shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 13.2.
- (b) take into account:
 - (i) the lowest responsive bid for each lot; and
 - (ii) the price reduction per lot and the methodology for its application as offered by the bidder in its bid.

4 Post-Qualification requirements (ITB Sub-Clause 29.2)

4.1 Where the procurement process did not undertake pre-qualification prior to the request for bids under this open competitive bidding process, the bidder offering the lowest evaluated substantially responsive bid shall be subject to post-qualification, in accordance with ITB Clause 29, using only the requirements specified. Requirements not included below shall not be used in the evaluation of the bidder's qualifications.

(a) Experience

The bidder shall provide **two (2)** previously completed contract examples that demonstrate its experience and ability to deliver against the requirements stated in the bidding documents. For each contract example, the supplier shall provide the following information:

Refer to ITB 3.2(c)

(b) Technical Capability

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

Refer to ITB 3.2(c)

(c) Financial Capability

The bidder shall furnish documentary evidence that it meets the following financial requirement(s):

Refer to ITB 3.2(c)

(d) Include any other addition qualification requirements

Refer to ITB 3.2(c)

Part 2: Bidding Forms

Section IV: Schedule of Requirements

The bidder shall fill the form provided and complete in accordance with the instructions and ITB Clause 13.

1 Instructions

All prices offered shall be in accordance with the specifications stated in Section V. Specifications, the delivery terms stated above, and all other requirements stated within the bidding documents.

All related services should be included within the line items below.

Column 1: Line item number (this **MUST** correspond with the line item numbers used within Section V. Specifications).

Column 2: Short description of the goods (or related services). Full specifications shall be available within the specification table in Section V. Specifications.

Column 3: Delivery date in accordance Section III. Evaluation and Qualification Criteria, EQC Sub-Clause 2.2, Delivery Schedule.

Column 6a: Unit Price (in accordance with EQC Sub-Clause 1.5) based on incoterm delivery to the final destination and to include all customs duties and taxes paid or payable on the basic materials or components purchased in the regional market or imported, but shall exclude the sales and similar taxes on the finished product.

Column 6b: Unit Price (in accordance with EQC Sub-Clause 1.5) based on the incoterm delivery to the final destination and to exclude all customs duties and import taxes paid or payable on the finished product.

Column 7: Unit price of any customs duties and other import taxes already paid or to be paid.

Column 8a: Total price (the unit price provided at 6a multiplied by the quantity required).

Column 8b: Total price (the unit price provided at 6b multiplied by the quantity required).

Column 9: Total price of all customs duties and other import taxes already paid or to be paid.

Column 10: Any sales and other taxes already paid or payable on the goods upon an award of a public procurement contract.

2 Delivery Terms: (Refer to Incoterms 2010)- Cost, insurance, freight, duties, delivery to proposed address, testing and commissioning

3 Packing Instructions

Include any specific packing instructions, where applicable

Full specifications of the goods required under this Bid are provided below.

The bidder shall state whether they “**comply**” or “**not comply**” to the requirement of each part of the description breakdown for each item they are providing a bid. Failure to respond to each element of the description breakdown shall be considered to have not met the specification requirements and deemed non-responsive for that item. Failure to meet all the requirements stated may result in your offer for that item being considered as non-responsive and rejected.

Currency: Eastern Caribbean Dollars (XCD)

2	4/5	2			6a	8a
Items to be Supplied*	Quantity	Procuring Entity’s Requirement Description / Specifications of Goods	Bidder’s Offer (bidder to state it’s offer against the requirement)	Comply / Not Comply (Bidder to complete)	Unit price (exclusive of customs duties etc.)	Total Price
					TOTAL COST	

Name of Bidder:

Signature of Bidder:

Discount

If our bid is accepted, the following discounts shall apply:

[Bidder to specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies or state none].

Methodology of Application of the Discounts.

The discounts shall be applied using the following method:

[Bidder to specify in detail the method that shall be used to apply the discounts or state not applicable].

Additional evaluation criteria

~~*Procuring entity to state any additional criteria to be used, including details of how the additional criteria shall be evaluated (e.g. weighting).*~~

Drawings

These bidding documents include drawings. Not Applicable

Inspections and Tests

There will be a requirement for inspections and/or testing.

The following inspections and tests shall be performed:

Testing and commissioning of all equipment to be supplied under this contract to the satisfaction of the purchaser

Section VI. Bid Submission Forms

Bidder Information Form

The bidder shall fully complete the form. Failure to fully complete the form or amend the format or information may result in the submitted bid being declared non-responsive to the bid submission requirements, as stated in ITB Clause 21.

Contract Reference Number: [insert contract reference number]

Date: [insert date]

The bid is submitted as a Joint Venture (JV)	[Yes/No]
Bidder's legal name <i>(in the case of joint ventures, each party's legal name must be stated)</i>	
Joint Venture's Party legal name <i>(only complete in the case of a joint venture)</i>	
Bidder's or JV's Party country of registration	
Bidder's or JV's Party year of registration	
Bidder's or JV's legal address in country of registration	
Bidder's or JV's authorised representative information <i>(as indicated in ITB Sub-Clause 4.1(a))</i> <i>To include name, address, telephone and email address</i>	

The bidder or joint venture shall submit evidence of its incorporation. The following documents shall be required as part of the bid submission:

- (a) Certificate of Registration or Incorporation of the bidder. In the case of a joint venture, each bidder named above shall submit the required evidence.
- (b) In the case of a joint venture, a letter of intent to form a joint venture or the joint venture agreement.

Bid Security Form (Bank Guarantee)

Contract Reference Number: [insert contract reference number]

Date: [insert date]

Procuring Entity: [insert procuring entity]

Bid Guarantee Reference Number: [insert bid guarantee reference number]

Guarantor: [insert name and address of guarantor]

Place of Issue: [insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of bidder/name of joint venture or name of all parties to the joint venture] (hereinafter called "the bidder") has submitted or will submit to the procuring entity its bid (hereinafter called "the bid") for the execution of [insert description of the procurement] under the above contract reference number.

We understand that, as part of the conditions of the procurement process stated in the bidding documents, bids must be supported by a bid guarantee.

At the request of the bidder, we, as guarantor, hereby irrevocably undertake to pay the procuring entity any sum or sums not exceeding in total the amount of [insert amount and currency in words] ([insert amount and currency in figures]) upon receipt by us of the procuring entity's demand, including the procuring entity's statement, stating that either the bidder:

- (a) has materially modified or withdrawn its bid during the period of bid validity stated within the bidding documents, or any extension thereto agreed between the procuring entity and the bidder; or
- (b) does not accept a correction of errors; or
- (c) having been notified of the acceptance of its bid by the procuring entity during the bid validity period or any extension thereto agreed between the procuring entity and the bidder:
 - i. has failed to accept a correction of an arithmetical error; or
 - ii. has failed to execute the contract agreement; or
 - iii. has failed to furnish the performance security, in accordance with the bidding documents.

This bid security will expire if:

- (a) the bid submitted by the bidder is accepted and the bidder subsequently submits the contract agreement signed and provides the required performance guarantee, as required in the bidding documents; or
- (b) the bidder has been notified that its bid has not been successful; or
- (c) the bid validity period has expired, and the bidder has not been notified that its bid was successful.

Any demand for payment under this bid security must be received by us at the office indicated above on or before the expiry of the bid validity period.

The guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication Number 758, except that the supporting statement under Article 15(a) is hereby excluded*.

Signed:

Date:

*Article 15(a) states: "Requirements for demand: (a) A demand under the guarantee shall be supported by such other documents as the guarantee specifies, and in any event by a statement, by the beneficiary, indicating in what respect the applicant is in breach of its obligations under the underlying relationship. This statement may be in demand or in a separate document accompanying or identifying the demand."

Bid Security Form (Bid Bond)

(The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated)

BOND NO. _____

BY THIS BOND [name of bidder] as Principal (hereinafter called "the Principal"), and [name, legal title, and address of surety], authorised to transact business in Saint Vincent and the Grenadines, as Surety (hereinafter called "the Surety"), are held and firmly bound unto [name of procuring entity] as Obligee (hereinafter called "the procuring entity") in the sum of [amount of in figures] [amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written bid to the procuring entity dated [enter date], for the supply of [name of Procurement Process] (hereinafter called the "bid").

- NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
- (a) materially modifies or withdraws its bid during the period of bid validity specified in the Bid Submission Form; or
 - (b) does not accept a correction of errors; or
 - (c) having been notified of the acceptance of its bid by the procuring entity during the period of bid validity or any extension provided by the Principal;
 - (i) fails or refuses to accept a correction of an arithmetical error; or
 - (ii) fails or refuses to execute the Contract Form; or
 - (iii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders of the procuring entity's bidding document.

then the Surety undertakes to immediately pay to the procuring entity up to the above amount upon receipt of the procuring entity's first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the bid validity as stated in the Invitation to Bid or extended by the Principal at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

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 on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

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

Contract Reference: [insert contract reference]

To: [insert complete name of Procuring Entity]

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 sign any resulting Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 24 of General Conditions of Contract, 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]

Dated on _____ day of _____, _____ [insert date of signing]

[Bid Submission Form / Bid Securing Declaration] (delete as appropriate)

Where a bid security is not required as indicated in ITB Sub-Clause 18.1, this form will act as the Bid Securing Declaration.

Contract Reference Number: [insert contract reference number]

Date: [insert date completed]

To: [insert procuring entity]

We, the undersigned, declare that:

- (a) We have examined the bidding documents and have no reservations, including any addenda subsequently issued; and
- (b) We offer to supply the goods in conformity with all the requirements stated within the bidding documents and in accordance with our bid; and
- (c) The total price of our bid is [insert the total bid price in words] [(insert total bid price in figures)] and
- (d) Our bid shall be valid for the period indicated in ITB Sub-Clause 17.1, from the bid submission deadline, and it shall remain binding upon us and may be accepted at any time prior to the expiration of that period; and
- (e) If our bid is accepted and, where required, we shall obtain a performance security in accordance with ITB Clause 31; and
- (f) We have no conflict of interest, in accordance with ITB Sub-Clause 25.1(e); and
- (g) We, including any subcontractors or suppliers are eligible to participate in this procurement process based on the eligibility requirements stipulated in ITB Sub-Clause 3.2; and
- (h) We hereby agree that in bidding for, and in executing any resulting Contract, we undertake to observe the laws against conflict of interest, fraud and corruption as stated in the Public Procurement Act 2018; and
- (i) We understand that this bid and your written acceptance in your notification of award shall constitute a binding Contract between us, until a formal contract is prepared and executed; and
- (j) We understand that you are not bound to accept the lowest or any bid you receive.

The following are to be included where a bid securing declaration is to be used, otherwise they should be deleted.

- (k) We understand, according to your conditions, bids must be supported by a bid securing declaration; and
- (l) We accept that we shall automatically be suspended from being eligible for bidding in any contract with the procuring entity for the period of time of twelve (12) months from the time you notify us of the suspension, if we:
 - i. withdraw our bid during the period of validity specified in ITB Sub-Clause 17.1;
 - ii. having been notified of the acceptance of our bid by the procuring entity during the period of validity, fail or refuse to either execute the contract or provide the performance security, where one has been stated as required.
- (m) We understand this bid securing declaration shall expire if our bid is not successful or following the expiry of the bid validity period; whichever is sooner.

.....

Authorised Signature	Name in Capitals	Position
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Part 3: Contract Forms

Section VII: Contract Forms

Letter of Acceptance

Notification of Award of Contract

To: [insert name and address of supplier]

Contract Reference Number: [insert contract reference number]

This is to notify you that your bid, reference [insert bidder reference number], dated [insert date] for the execution of the supply of [insert brief description of contract], under contract reference [insert contract reference number] for the amount of [insert price in words] [(insert amount in figures)] has been accepted.

A performance security [shall/shall not] be required. *(delete as appropriate)*

You are requested to provide the performance security within [insert time period] days in accordance with the General Conditions of Contract, using for that purpose the Performance Security Form included in Section VII. Contract Forms.

Signature:

Name and Title:

Procuring Entity:

**Performance Security
(Bank guarantee)**

To be completed by the bank providing the guarantee and provided on the bank's letter headed paper.

Procuring Entity: [insert procuring entity]

Contract Number: [insert contract number]

Contract Date: [insert contract date]

Date: [insert date]

Performance Guarantee Number: [insert performance guarantee number]

Guarantor: [insert guarantor]

We have been informed that [insert name of supplier/joint venture] (hereinafter called "the Applicant") has entered into a contract with the procuring entity, as referenced above, for the supply of [insert description of goods to be supplied] (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of Contract, a performance guarantee is required.

At the request of the applicant, we as guarantor, hereby irrevocably undertake to pay the procuring entity any sum or sums not exceeding in total an amount of [insert amount in words]([insert amount in figures]), payable upon receipt by us of the procuring entity's complying demand, supported by the procuring entity's statement, stating that the applicant is in breach of its obligations(s) under the contract, without the procuring entity requiring to provide evidence for your demand or the sum specified herein.

This guarantee shall expire, no later than [insert date¹], and any demand for payment under it must be received by us on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication Number 758, except that the supporting statement under Article 15(a) is hereby excluded*.

Signed:

Position:

¹The expiry date shall be twenty-eight (28) days after the expected completion date stated in the contract, as stated in GCC Sub-Clause 11.1. In the event of an extension to the expected completion date, the procuring entity shall seek an extension of the guarantee from the guarantor. Any request shall be made in writing prior to the expiration of the guarantee.

*Article 15(a) states: "Requirements for demand: (a) A demand under the guarantee shall be supported by such other documents as the guarantee specifies, and in any event by a statement, by the beneficiary, indicating in what respect the applicant is in breach of its obligations under the underlying relationship. This statement may be in demand or in a separate document accompanying or identifying the demand."

Advance Payment Security

To be completed by the bank providing the guarantee and provided on the bank's letter headed paper.

Procuring Entity: [insert procuring entity]

Contract Number: [insert contract number]

Contract Date: [insert contract date]

Date: [insert date]

Performance Guarantee Number: [insert performance guarantee number]

Guarantor: [insert guarantor]

We have been informed that [insert name of supplier/joint venture] (hereinafter called "the Applicant") has entered into a contract with the procuring entity, as referenced above, for the supply of [insert description of goods to be supplied] (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of Contract, an advance payment is required. The advance payment shall be made for the sum of [insert amount in words] [(insert amount in figures)], 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 the amount stated above, payable upon receipt by us of the procuring entity's complying demand, supported by the procuring entity's statement, stating that either the applicant:

- (a) has used the advance payment for purposes other than toward the delivery of the goods; or
- (b) has failed to repay the advance payment in accordance with the conditions of contract, specifying the amount which the applicant has failed to repay.

A demand under this guarantee may be presented to the guarantor by providing a certificate from the procuring entity's bank stating that the advance payment referenced above has been credited to the applicant on its account number [insert account number] at [insert name and address of the 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 contract amount, has been certified for payment, or on the [insert date], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us on or before that date.

Signed:

Position:

*Article 15(a) states: "Requirements for demand: (a) A demand under the guarantee shall be supported by such other documents as the guarantee specifies, and in any event by a statement, by the beneficiary, indicating in what respect the applicant is in breach of its obligations under the underlying relationship. This statement may be in demand or in a separate document accompanying or identifying the demand.

Contract Agreement

This **CONTRACT AGREEMENT** is made on the ...[insert]... day of **[enter month, year]**

BETWEEN

[enter name of Procuring Entity], and having its principal place of business at *[enter address of Procuring Entity]* (Hereinafter called “**the Procuring Entity**”) of the one part

AND

[Enter name of Supplier]

(Hereinafter called “**the Supplier**”) and having its principal place of business at *[enter address of Supplier]* of the other part.

NOW THIS CONTRACT AGREEMENT IS AGREED AS FOLLOWS:

1. **The Procuring Entity requires the [describe goods]** (Hereinafter called “**the Goods**”)
2. The Supplier offers to supply the Goods in conformity with this Contract Agreement for the sum of _____ **in words** _____ **(enter currency)(enter currency)** _____ **in figures** _____ **[inclusive/exclusive of VAT/sales taxes]** *[amend as necessary]*.
3. Further to the Notification of Award of Contract on [enter date], the Procuring Entity, accepts the Supplier’s offer and agrees that, in consideration for the supply and delivery of the Goods by the Supplier, the Procuring Entity shall pay the Supplier in accordance with this agreement.
4. The following document(s) shall be deemed to form and be read as part of this Contract:
 - (a) This Contract Agreement;
 - (b) Special Conditions of Contract;
 - (c) General Conditions of Contract;
 - (d) The Supplier’s Bid;
 - (e) The Bidding Documents;
 - (f) *Add any other document(s)*In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

This Contract Agreement and the documents stated in Part 4 above, constitutes the entire agreement between the Procuring Entity and the Supplier and superseded by all communications, negotiations and agreements (whether written or oral) of the parties made prior to the date of Contract.

This Contract Agreement is executed in accordance with the laws of Saint Vincent and the Grenadines on the day, month and year indicated above.

Name: [insert name]

Signed: [insert signature]

In the capacity of: [insert title]

For and on behalf of the Procuring Entity

Name: [insert name]

Signed: [insert signature]

In the capacity of: [insert title]

For and on behalf of the Supplier

Section VIII: Contract Schedule

The supplier undertakes to supply the following goods in conformity with this Contract Agreement:

Currency: Eastern Caribbean Dollar (XCD) *(amend as necessary)*

Item No.	Description	Qty	Unit of Measure	Unit Price	Extended Price
	<i>Attach specification where necessary as an appendix</i>				
	<i>Cost of delivery (for local delivery only)</i>				
	<i>Cost of freight transportation (for goods to be imported into Saint Vincent & the Grenadines)</i>				
	<i>[insert any duties and taxes that are payable on the contract</i>				
	TOTAL CONTRACT PRICE [INSERT INCOTERM – LOCATION]				

Section IX. General Conditions of Contract for Goods (GCC)

1 Definitions

- 1.1 The following words and expressions shall have the meaning hereby assigned to them
- (a) “contract” means the Contract Agreement entered into between the procuring entity and the supplier, together with the contract documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
 - (b) “contract documents” means the documents listed in the Contract Agreement, including any amendments thereto;
 - (c) “days” means working days unless otherwise stated;
 - (d) “goods” means objects of every kind and description including raw materials, products, computer software, software licences and equipment and objects in solid, liquid or gaseous form, and electricity, as well as services incidental to the supply of the goods if the value of those incidental services does not exceed that of the goods themselves;
 - (e) “in writing” means communicated in written form with proof of receipt.
 - (f) “procuring entity” includes a, department, local authority, statutory body and state-owned enterprise for which a procurement is made;
 - (g) “supplier” includes a legal person or entity who concludes a contract with a procuring entity to provide goods.

2 Interpretations

- 2.1 Incoterms: Unless inconsistent with any provision of the procurement contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be governed by the rules prescribed by the current edition of Incoterms, as specified **in the SCC**.
- 2.2 Amendment: 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.
- 2.3 Nonwaiver:
- (a) Subject to Sub-Clause 2.3(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 any breach of contract operate as waiver of any subsequent or continuing breach of contract.
 - (b) Any waiver of a party’s rights, powers, or remedies under the contract shall be in writing, dated, and signed by an authorised representative of the party granting such waiver, and shall specify the right and the extent to which it is waived.
- 2.4 Entire Agreement: The contract constitutes the entire agreement between the procuring entity and the supplier and supersedes all communications, negotiations and agreements of the parties made prior to the date of the contract.
- 2.5 Severability: If any provision or condition of the contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the contract.

3 Conduct and Eligibility of Suppliers

- 3.1 The Government of Saint Vincent and the Grenadines requires that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics.

- 3.2 The procuring entity requires suppliers to adhere to all requirements stated below during the performance of the contract. The supplier shall not:
- (a) be insolvent, in receivership, bankrupt or being wound up; and
 - (b) have its affairs administered by a court or a judicial officer; and
 - (c) have any of its directors and officers, convicted of any criminal offence related to professional misconduct or making of false statements or misrepresentations with respect to its qualifications to enter a procurement contract, within a period of two years preceding the commencement of the procurement process, or not otherwise have been disqualified pursuant to debarment proceedings; and
 - (d) be in arrears with respect to taxes, duties, social security contributions, rates, or payments due to the Government of Saint Vincent and the Grenadines; and
 - (e) have its business activities suspended; and
 - (f) be subject to any legal proceedings for any of the foregoing reasons.

4 Governing Law

- 4.1 This contract shall be governed by and interpreted in accordance with the laws of Saint Vincent and the Grenadines.

5 Language of the Contract

- 5.1 The contract as well as all correspondence and documents relating to the contract exchanged by the supplier and the procuring entity shall be written in English.

6 Joint Venture

- 6.1 If the supplier is a joint venture, all of the parties shall be jointly and severally liable to the procuring entity for the fulfilment of the provisions of the contract and shall designate one party to act as a leader with authority to act on behalf of the joint venture. The composition of the joint venture shall not be altered without consent of the procuring entity.

7 Assignment

- 7.1 Neither the procuring entity nor the supplier shall assign, in whole or in part, its obligations under this contract, except with prior written consent of the other party.

8 Notices

- 8.1 Any notice given by one party in respect to the contract shall be in writing to the address specified in the contract.

9 Settlement of Disputes

- 9.1 Both parties shall make every effort to resolve amicably any disagreement or dispute arising during the execution of the contract. Where the parties are unable to resolve any disagreement or dispute within twenty-eight (28) days, then either party may give notice to the other of its intention to commence arbitration. No arbitration may be commenced unless such notice is given.
- 9.2 The arbitration proceedings shall be conducted in accordance with the rules of procedure stated **in the SCC**.
- 9.3 The parties shall continue to perform its respective obligations under the contract, notwithstanding the arbitration proceedings, unless otherwise agreed between the parties.

10 Scope of Supply

- 10.1 The goods to be supplied by the supplier shall be as stated in the Contract Schedule.

11 Delivery

12 Packing Requirements

- 12.1 shall be made in accordance with the Incoterm stated in the Contract Schedule, to the delivery address and by the latest delivery deadline stated **in the SCC**.
- 12.2 During the execution of the contract, the supplier becomes aware of circumstance which may delay the delivery of the goods, the supplier shall promptly notify the procuring entity in writing, stating the cause of the delay and the expected impact on delivery. The procuring entity shall promptly review the supplier's notice and may at its discretion extend the supplier's time for delivery of the goods. Any extension of the delivery deadline(s) shall be conditional on obtaining an extension to the performance guarantee, where one has been issued against the contract.
- 12.3 Any agreement to an extension of the delivery deadline(s) will not be effective until an amendment of the contract, issued by the procuring entity, has been signed by both parties.
- 12.4 Except in the case of force majeure, failure to complete delivery of the goods in accordance with the delivery deadline(s), shall render the supplier liable to liquidated damages, pursuant to GCC Clause 23, unless an extension to the deadline(s) are agreed upon, as stated in GCC Sub-Clause 11.2.

13 Insurance

- 13.1 The contract shall be governed by the Incoterm stated in the Contract Schedule. Where an Incoterm is not stated in the Contract Schedule, the supplier shall be liable for insurance of the goods against loss or damage incidental to the manufacture or acquisition, transportation, and delivery, up to the point of delivery & storage. Goods shall be insured at 110% of their contracted price in the currency of the contract, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterm. Here after, the goods become the responsibility of the procuring entity.

14 Contract Price

- 14.1 The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
- 14.2 In the event of any discrepancy or inconsistency in the contract price stated within the contract documents, the figure written in words in the Contract Agreement shall take precedence.

15 Payment

- 15.1 The procuring entity shall pay to the supplier, including any advance payment, where applicable, the sum in accordance with any payment schedules stated **in the SCC** following:
- (a) confirmation by the procuring entity that the conditions for payment have been met;
 - (b) The supplier's submission of the original invoice made to the procuring entity.
- 15.2 Payments, in the currency of the contract, shall be made promptly by the procuring entity, but in no case later than the timeframe stated **in the SCC**.
- 15.3 The supplier shall be entitled to interest at the rate stated **in the SCC** where the procuring entity fails to pay any payment by its due date.

16 Taxes and Duties

- 16.1 For goods manufactured outside Saint Vincent and the Grenadines, the supplier shall be entirely responsible for all taxes, licence fees, and other such levies imposed outside Saint Vincent and the Grenadines.
- 16.2 For goods manufactured within Saint Vincent and the Grenadines, the supplier shall be entirely responsible for all taxes, duties, etc., incurred until delivery of the goods to the procuring entity.

17 Performance Security

- 17.1 If required, as specified **in the SCC**, the supplier shall, within the period of time indicated **in the SCC**, provide a performance security for the performance of the contract in the amount specified **in the SCC**.
- 17.2 The performance security shall be payable to the procuring entity as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 17.3 The performance security shall be in the currency of the contract and shall be in a format stipulated **in the SCC**, unless otherwise agreed with the procuring entity.
- 17.4 The performance security shall expire twenty-eight (28) days after the expected completion date for delivery of the goods, stated in GCC Sub-Clause 11.1. In the event of an extension to the expected completion date, in accordance with GCC Sub-Clause 11.2, the procuring entity shall seek an extension to the performance security.
- 17.5 The performance security shall be promptly returned to the supplier following its expiration and the supplier's completion of its performance obligations under the contract.

18 Copyright

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the procuring entity by the supplier herein shall remain vested in the supplier, or, if they are furnished to the procuring entity directly or through the supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in the third party.

19 Confidentiality

- 19.1 Notwithstanding any law to the contrary, the procuring entity and supplier shall keep confidential and shall not, without 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.
- 19.2 Neither party shall use any such documents, data, and other information received from the other party for any purposes unrelated to the contract, without prior approval.
- 19.3 The obligations in GCC Sub-Clauses 18.1 and 18.2, shall not apply to information that:
 - (a) either party are required to share with institutions financing the contract; or
 - (b) otherwise becomes lawfully available to that party from a third party that has no obligation of confidentiality; or
 - (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
 - (d) now or hereafter enters the public domain through no fault of that party.

20 Subcontracting

- 20.1 The supplier shall notify the procuring entity in writing of all subcontracts awarded under the contract if not already specified in the bid. Such notification, in the original bid or agreed later shall not relieve the supplier from any obligations, duties, responsibilities or liabilities under the contract.
- 20.2 All subcontractors shall comply with the provisions of GCC Clause 3.

21 Specifications and Standards

- 21.1 The goods supplied under this contract shall conform to the technical specifications and standards stated in the contract agreement. When no applicable standard is mentioned, the standard shall be equivalent or superior to

the official standards within the country of origin of the goods and, suitable for use in Saint Vincent and the Grenadines.

- 21.2 The supplier shall be entitled to disclaim responsibility for any design, data, drawings, specifications or other documents, or any modification thereof provided or designed by or on behalf of the procuring entity, by giving notice of such disclaimer to the procuring entity.

22 Packing and Documents

22.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to its final destination, as indicated in the GCC Sub-Clause 11.1

22.2 The packing, marking and documentation requirements shall comply strictly with any instructions that are stated **in the SCC**.

23 Inspection and Tests

23.1 The supplier shall at its own expense and at no cost to the procuring entity carry out all such tests and/or inspections of the goods and related services as specified **in the SCC**.

23.2 The inspections and tests may be conducted on the premises of the supplier or its subcontractor, at the delivery location, or in another location in Saint Vincent and the Grenadines as specified **in the SCC**. Where the inspections and/or tests are to be conducted at the premises of the supplier or its subcontractor, all reasonable assistance and access shall be provided by the supplier in order to undertake the required inspections and tests.

23.3 The procuring entity shall inspect the goods upon delivery to determine they have been delivered in accordance with the contract. The supplier shall confirm in writing once it is satisfied the goods have been delivered in accordance with the contract.

23.4 The procuring entity 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 rejected goods or parts thereof or make alterations necessary to meet the specifications at no cost to the procuring entity, and shall repeat the test and/or inspection, at no cost to the procuring entity.

24 Liquidated Damages

24.1 Except as provided under GCC Clause 28, if the supplier fails to deliver any or all of the goods by the date(s) of delivery within the period specified in the contract, the procuring entity may without prejudice to all its other remedies under the contract, deduct liquidated damages from the contract price until actual delivery is completed, as prescribed **in the SCC**.

25 Warranty

25.1 The supplier warrants that all the goods are new, unused, and of the most recent or current models, unless otherwise stated in the contract.

25.2 The supplier further warrants that the goods shall be free from defects arising from any act or omission of the supplier, under normal use.

25.3 The warranty shall remain valid for the period of time as indicated **in the SCC**.

25.4 Should any defect occur during the warranty period, the procuring entity shall give written notice to the supplier stating the nature of any such defects and shall promptly provide evidence following the discovery thereof.

25.5 Upon receipt of such notice, the supplier shall expeditiously repair or replace the defective goods or parts thereof, at no cost to the supplier.

25.6 If the supplier fails to remedy the defect within 30 days, the procuring entity may proceed to take remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the procuring entity may have against the supplier under the contract.

26 Patent Indemnity

- 26.1 The supplier shall indemnify and hold harmless the procuring entity from and against any and all suits, actions or costs, which the procuring entity 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:
- (a) the installation of the goods by the supplier or the use of the goods in Saint Vincent and the Grenadines; and
 - (b) the sale in any country of the products produced by the goods.
- 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.
- 26.2 The procuring entity shall promptly give notice to the supplier of any proceedings, and the supplier may at its own expense and in the procuring entity's name, conduct such proceedings and any negotiations for the settlements of such proceedings. If the supplier fails to notify the procuring entity within twenty-eight (28) days after receipt of such notice of its intentions to conduct such proceedings, then the procuring entity shall be free to conduct the same on its own behalf.
- 26.3 The procuring entity shall indemnify and hold harmless the supplier from and against any and all suits, actions or costs, 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 in connection with any design, data, drawing, specification or other documents provided or designed by or on behalf of the procuring entity.

27 Limitation of Liability

- 27.1 Except in cases of criminal negligence or wilful misconduct:
- (a) The supplier shall not be liable to the procuring entity, whether in contract 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; and
 - (b) The aggregate liability of the supplier to the procuring entity, whether under the contract, 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 procuring entity with respect to patent infringement.

28 Changes in Laws and Regulations

- 28.1 If, after the date of 28 days prior to date of bid submission, there are any changes to the law within Saint Vincent and the Grenadines 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 been affected in the performance of any of its obligations under the contract.

29 Force Majeure

- 29.1 The supplier shall not be liable for penalties or termination for default if, and to the extent, that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force-Majeure.
- 29.2 For purposes of this clause, "Force-Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, acts of the procuring entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

29.3 If a Force-Majeure situation arises, the supplier shall promptly notify the procuring entity in writing of such condition and the cause thereof. Unless otherwise directed by the procuring entity 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 Force-Majeure event.

30 Termination

Termination for Default

30.1 The procuring entity, 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:

(a) if the supplier fails to deliver any or all of the goods within the period specified in GCC Sub-Clause 11.1, or within any extension thereof granted by the procuring entity pursuant to GCC Sub-Clause 11.2;

(b) if the supplier fails to perform any other obligation under the contract; or

30.2 In the event the procuring entity terminates the contract in the whole or in part, pursuant to GCC Sub-Clause 29.1, the procuring entity may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered or not performed, and the supplier shall be liable to the procuring entity for any additional costs for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

Termination for Insolvency

30.3 The procuring entity 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 shall be without compensation to the supplier, provided that such termination shall not prejudice or affect right of action or remedy that has accrued or shall accrue thereafter to the procuring entity.

Termination of Convenience

30.4 The procuring entity, by notice to the supplier, may terminate the contract, in whole or in part, at any time for convenience. The notice of termination shall specify that termination is for the procuring entity's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.

30.5 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 procuring entity at the contract terms and prices. For the remaining goods, the procuring entity may:

(a) have any portion completed and delivered at the contract terms and prices; and/or

(b) cancel the remainder and pay the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier in the execution of the contract.

31 Change Orders and Contract Amendments

31.1 The procuring entity 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:

(a) drawings, designs, or specifications, where goods to be supplied under the contract are to be specifically manufactured for the procuring entity; or

(b) the method of shipment or packing; or

(c) the place of delivery; or

(d) the related services to be provided by the supplier.

31.2 If, the changes stated in GCC Sub-Clause 30.1 result in an increase or decrease in cost or time required for the supplier to execute the contract, an equitable adjustment shall be made to the contract price and/or in the delivery schedule, the

contract shall be amended accordingly through the issuance and signing by both parties of an amendment of contract.

32 Export Restriction

32.1 Notwithstanding any obligation under the contract to complete all export formalities, any export restrictions attributable to the procuring entity, for use of the goods, systems or services to be supplied, which arise from trade regulations from a country supplying those goods, which substantially impede the supplier from meeting its obligations under the contract, shall release the supplier from the obligation to provide deliveries, that the supplier can demonstrate to the satisfaction of the procuring entity that it has completed all formalities in a timely manner, including applying for permits, authorisations and licenses necessary for the export of the goods under the terms of the contract. Termination of the contract on this basis shall be for the procuring entity's convenience pursuant to GCC Sub-Clause 29.4.

Section X. Special Conditions of Contract for Goods (SCC)

GCC Clause Reference	
GCC 2.1	The current version of Incoterms is: Incoterms 2010
GCC 9.2	The procedures for arbitration shall be as follows: [TBD]
GCC 11.1	<p>The supplier shall deliver the goods to the following location(s):</p> <p style="padding-left: 40px;">Manager National Sports Council Administrative Building Arnos Vale Sporting Complex, Arnos Vale St. Vincent and the Grenadines</p> <p>The latest delivery date to deliver all goods to the delivery address(es) stated above shall be [TBA]. <i>The supplier to provide a delivery schedule in accordance with the period for delivery. The schedule may include partial delivery of items.</i></p>
GCC 14.1	<p>The following payment schedule shall apply:</p> <p><i>If advance payment is required by supplier</i></p> <p style="padding-left: 40px;">50% upon provision of Advance Payment Bond of 50% of value of contract 30% upon delivery 20% upon inspection of the goods and acceptance by the procuring entity</p> <p><i>If advance payment is NOT required by supplier</i></p> <p style="padding-left: 40px;">80% upon delivery and 20% upon inspection of the goods and acceptance by the procuring entity</p>
GCC 14.2	The procuring entity shall pay the supplier within 30 calendar days following submission of an invoice by the supplier, and after the procuring entity has accepted it.
GCC 14.3	The supplier shall be entitled to rate of 5% per annum for each day until payment has been received.
GCC 16.1	A performance security [shall not] be required.
GCC 16.3	The required performance security format shall be: [N/A].
GCC 21.2	<p>Packing Requirements</p> <p>The supplier shall supply all goods in accordance with the following packing requirements:</p> <p>(a) <input type="checkbox"/> As per manufacturer's specifications</p>
GCC 21.2	<p>Document Requirements</p> <p>The following export documents are required as part of the Procurement Contract:</p> <p>(a) Packaging List and Proof of Insurance</p>
GCC 22.1	The goods [shall/shall not] be subject to inspection prior to delivery. <i>(Where goods are subject to inspection, full details shall be provided including the scope of the inspection and anticipated timeframe)</i>
GCC 22.2	The location of the inspections/tests, as detailed in GCC Sub-Clause 22.1, shall take place at the following location: [Arnos Vale Sporting Complex, Arnos Vale, St. Vincent and the Grenadines]
GCC 23.1	Liquidated damages shall be claimed at a sum equivalent to [0.1]% of the delivered price of the delayed goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of [10%].
GCC 24.3	The warranty period shall remain valid for a period of ten (10) years after the goods have been satisfactorily delivered.

