REQUEST FOR PROPOSAL

RFP No.: GAC.1.1/03/30/2020

Selection of Supplier for: Regional Resilient Mobile Communications System (RRMCS) to enhance Emergency Telecommunications for CDEMA.

Country: Barbados

Project or Procurement Activity: Targeted Support to CDEMA

Issued on: March 31, 2020
Preface

This Request for Proposals (“RFP”) has been prepared by and is based on the Standard Request for Proposals (“SRFP”) issued by the Caribbean Disaster Emergency Management Agency, (CDEMA), dated March 31, 2020.
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INVITATION TO BID

P-006122
31 March 2020

1. The Caribbean Disaster Emergency Management Agency (CDEMA) (hereinafter called “The Purchaser”) has received financing (hereinafter called “Financing”) from Global Affairs Canada (hereinafter called “the Donor”) toward the cost of implementation of a Regional Resilient Mobile Communications System (RRMCS) to Enhance Emergency Telecommunications for CDEMA and it intends to apply part of the proceeds of this financing to eligible payments under the contract for which this Request for Proposals (RFP) is issued. Payments will be made only in accordance with the terms and conditions of the grant agreement between the CDEMA and the Donor and will be subject in all respects to the terms and conditions of that agreement. No party other than the CDEMA shall derive any rights from the Grant Contract or have any claim to the funds.

2. CDEMA now invites proposals from suitably qualified bidders for the Regional Resilient Mobile Communications System (RRMCS) to Enhance Emergency Telecommunications (hereinafter called “Services”). More details on the equipment (goods) and Services are provided in the Terms of Reference (Section VII).

3. Bidding will be conducted through the International Competitive Bidding (ICB) procedures specified in CDEMA policies for the Procurement of Works and Goods financed by a Donor and is open to all bidders from Eligible Source Countries as defined in the Policies.

4. The Request for Proposals (RFP) includes the following documents:

   INVITATION TO BID (ITB)

   PART 1: BIDDING PROCEDURES
   • Section I. Instructions to Bidders (ITB)
   • Section II. Bidding Data Sheet (BDS)
   • Section III. Evaluation and Qualification Criteria
   • Section IV. Bidding Forms
   • Section V. Prohibited Practices

   PART 2: SUPPLY REQUIREMENTS
   • Section VI. Schedule of Requirements

   PART 3: CONTRACT
   • Section VII. General Conditions of Contract (GCC)
   • Section VIII. Special Conditions of Contract (SCC)
   • Section IX. Contract Forms

   PART 4: TERMS OF REFERENCE
5. Completed Proposals should be titled:

“Proposal for Provision of a Regional Resilient Mobile Communications System (RRMCS) to Enhance Emergency Telecommunications for CDEMA” and must be submitted electronically no later than May 21, 2020 at 11:59 p.m. Eastern Standard Time to:

The Executive Director
Caribbean Disaster Emergency Management Agency
Resilience Way
Lower Estate
St. Michael
Barbados, West Indies

Atttn: Procurement Officer

Email: procurement@cdema.org
PART 1 – BIDDING PROCEDURES

SECTION 1. INSTRUCTIONS TO BIDDERS

A. GENERAL

1. Scope of BID
   1.1 CDEMA issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are specified in the BDS. The name, identification, and number of lots of are provided in the BDS.
   1.2 Throughout these Bidding Documents:
      (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
      (b) if the context so requires, “singular” means “plural” and vice versa; and
      (c) “day” means calendar day.

2. Source of Funds
   2.1 CDEMA has received grant financing (hereinafter called “funds”) from Global Affairs Canada (hereinafter referred to as “The Donor”) towards the cost of the project named in the Bidding Data Sheet (BDS). CDEMA intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
   2.2 Payments by the Donor will be made only at the request of CDEMA and in accordance with the terms and conditions of the grant agreement between the CDEMA and the Donor and will be subject in all respects to the terms and conditions of that agreement. No party other than the CDEMA shall derive any rights from the Grant Contract or have any claim to the funds.

3. Prohibited Practices
   3.1 CDEMA requires compliance with its policy in regard to prohibited practices as set forth in Section VI.

4. Eligible Bidders
   4.1 All bidders are eligible including nationals from member countries of CDEMA. A bidder from a country may be ineligible if:
      a) as a matter of law or official regulation, CDEMA prohibits commercial relations with that country; or the funding donor prohibits the bidder to participate in their funded programs.
      b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, CDEMA prohibits any imports of goods from that country or any payments to persons or entities in that country.
4.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or

(b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3 A Bidder that is under a declaration of ineligibility during the period of time established by CDEMA or the funding agency in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.

A Bidder, parent company, subsidiary, or previous form of organization constituted by or with any of the same individual(s) as principal(s), declared ineligible to be awarded a contract by CDEMA with which it may have entered into an agreement for the mutual enforcement of sanctions, and is under a declaration of ineligibility during the period of time established by CDEMA in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.

4.4 Government-owned enterprises in CDEMA participating states shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. **Eligible Goods and Related Services**

5.1 All the Goods and Related Services to be supplied under the Contract and financed by CDEMA and/or the donor shall have their origin in any country, except in the case indicated in Clause 4.1 (a) and (b).

5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, transportation, installation, and commissioning, training, and initial maintenance.

B. **CONTENTS OF BIDDING DOCUMENTS**

6. **Sections of Bidding Documents**

6.1 The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

    PART 1   BIDDING PROCEDURES
6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

7. **Clarification of Bidding Documents**

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser’s address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

8. **Amendment of Bidding Documents**

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing an addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.
C. PREPARATION OF BIDS

9. Cost of Bidding
   9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid
    10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid
    11.1 The Bid shall comprise the following:
        (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
        (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
        (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
        (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder’s eligibility to bid;
        (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
        (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
        (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder’s qualifications to perform the contract if its bid is accepted; and
        (h) any other document required in the BDS.

12. Bid Submission Form and Price Schedules
    12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
    12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

13. Alternative Bids
    13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.
14. **Bid Prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

14.5 The terms CIP, FCA, CPT and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the BDS.

14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:

(a) For Goods of origin in the Purchaser’s Country:

(i) the price of the Goods quoted CIP (named place of destination), in the Purchaser’s country as specified in the BDS, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any Purchaser’s Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(b) For Goods of origin outside the Purchaser’s Country, to be imported:

(i) the price of the Goods, quoted CIP (named place of destination), in the Purchaser’s Country, as specified in the BDS;

(ii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place), if so specified in the BDS;

(c) For Goods of origin outside the Purchaser’s Country, already imported:

(i) the price of the Goods, quoted CIP (named place of destination), in the Purchaser’s country, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
(iii) the price of the Goods, quoted in CIP (named place of destination), in the Purchaser’s country, excluding the custom duties and other import taxes already paid or to be paid on the Goods already imported that is obtained as the difference between (i) and (ii) above;

(iv) any Purchaser’s Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

15. **Currencies of Bid**

15.1 The Bidder shall quote in the United States Dollars (USD).

16. **Documents Establishing the Eligibility of the Bidder**

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

17. **Documents Establishing the Eligibility of the Goods and Related Services**

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

18. **Documents Establishing the Conformity of the Goods and Related Services**

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18.3 The Bidder shall also furnish a list giving full, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19. Documents Establishing the Qualifications of the Bidder

19.1 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:

(a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country;

(b) that, if required in the BDS, in case of a Bidder not doing business within the Purchaser’s Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

20. Period of Validity of Bids

20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.
20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. **Bid Security**

21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as specified in the BDS.

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser’s Country or a freely convertible currency, and shall:

(a) at the bidder’s option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;

(b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond or bank guarantee is located outside the Purchaser’s Country, it shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable.

(c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;

(d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited, or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or

(b) if the successful Bidder fails to:

   (i) sign the Contract in accordance with ITB Clause 43;

   (ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security or Bid Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all
future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

21.7 If a bid security is not required in the BDS, and
(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or
(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;
the Borrower may, if provided for in the BDS, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time as stated in the BDS.

22. Format and Signing of Bid
22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11.
22.2 The bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. SUBMISSION AND OPENING OF BIDS

23. Submission, Sealing and Marking of Bids
23.1 Bidders shall follow the electronic bid submission procedures specified in the ITB.

24. Deadline for Submission of Bids
24.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the ITB.
24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids
25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids
26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
(a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the notice shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and
(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

27. Bid Opening

27.1 The Purchaser will open the bids on the date specified in the BDS in accordance with ITB Sub-Clause 23.1.

27.2 No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal. Bids marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution. Bids marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification. All other bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.3 The Purchaser shall prepare a record of the Bid opened that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

30. Responsiveness of Bids

30.1 The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.

30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or

(c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected, unless in the opinion of the
Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

32. Preliminary Examination of Bids

32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

(b) Price Schedules, in accordance with ITB Sub-Clause 12.2;

(c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.

33. Examination of Terms and Conditions; Technical Evaluation

33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VII, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency specified in the BDS, using the selling exchange rates established by the source and on the date specified in the BDS.
35. **Domestic Preference**

35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise specified in the BDS.

36. **Evaluation of Bids**

36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Purchaser shall consider the following:

   (a) evaluation will be done for Items or Lots, as specified in the BDS; and the Bid Price as quoted in accordance with Clause 14;

   (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;

   (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;

   (d) adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

   (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.

36.4 The Purchaser’s evaluation of a bid will exclude and not take into account:

   (a) In the case of Goods manufactured in the Purchaser’s Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

   (b) in the case of Goods manufactured outside the Purchaser’s Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;

   (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

36.5 The Purchaser’s evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

36.6 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine
the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

37. **Comparison of Bids**
   37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

38. **Post-qualification of the Bidder**
   38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
   38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 19.
   38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

39. **Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids**
   39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. **Award of Contract**

40. **Award Criteria**
   40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

41. **Purchaser’s Right to Vary Quantities at Time of Award**
   41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

42. **Notification of Award**
   42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
   42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
42.3 The Purchaser shall publish on its web site the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

42.4 Upon the successful Bidder’s furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

43. Signing of Contract

43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

44. Performance Security

44.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.

44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing
Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
Section II. Bidding Data Sheet

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

<table>
<thead>
<tr>
<th>ITB Clause Reference</th>
<th>A. General</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ITB 1.1</strong></td>
<td>The Purchaser is: CDEMA</td>
</tr>
<tr>
<td><strong>ITB 1.1</strong></td>
<td>The name and identification number of the ICB are: <em>[insert name and identification number]</em></td>
</tr>
<tr>
<td></td>
<td>The number, identification and names of the lots comprising this ICB are: <em>[insert number; list the lots and related Goods]</em></td>
</tr>
<tr>
<td><strong>ITB 2.1</strong></td>
<td>The Purchaser is: The Caribbean Disaster Emergency Management Agency</td>
</tr>
<tr>
<td><strong>ITB 2.1</strong></td>
<td>Source of Funds: <em>Global Affairs Canada</em></td>
</tr>
<tr>
<td><strong>B. Contents of Bidding Documents</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ITB 7.1</strong></td>
<td>For <em>Clarification of bid purposes</em> only, the Purchaser’s address is:</td>
</tr>
<tr>
<td></td>
<td>Attention: <em>Procurement Officer</em></td>
</tr>
<tr>
<td></td>
<td><em>CDEMA</em></td>
</tr>
<tr>
<td></td>
<td><em>Resilience Way, Lower Estate</em></td>
</tr>
<tr>
<td></td>
<td><em>St Michael</em></td>
</tr>
<tr>
<td></td>
<td><em>Barbados</em></td>
</tr>
<tr>
<td></td>
<td><em>Telephone: (246) 434-4880</em></td>
</tr>
<tr>
<td></td>
<td><em>Facsimile number: (246) 271-3660</em></td>
</tr>
<tr>
<td></td>
<td><em>E-mail address: <a href="mailto:procurement@cdema.org">procurement@cdema.org</a></em></td>
</tr>
<tr>
<td><strong>C. Preparation of Bids</strong></td>
<td></td>
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<tr>
<td><strong>ITB 10.1</strong></td>
<td>The language of the bid is: <em>English</em></td>
</tr>
<tr>
<td><strong>ITB 11.1 (h)</strong></td>
<td>The Bidder shall submit the following additional documents in its bid: n/a</td>
</tr>
<tr>
<td><strong>ITB 13.1</strong></td>
<td>Alternative Bids <em>shall not be</em> considered.</td>
</tr>
<tr>
<td><strong>ITB 14.5</strong></td>
<td>The Incoterms edition is: <em>2020</em></td>
</tr>
<tr>
<td><strong>ITB 14.6 (a)(i), (b)(i) and (c)(iii)</strong></td>
<td>Place of Destination:</td>
</tr>
<tr>
<td></td>
<td><em>CDEMA</em></td>
</tr>
<tr>
<td></td>
<td><em>Resilience Way, Lower Estate</em></td>
</tr>
<tr>
<td></td>
<td><em>St Michael</em></td>
</tr>
<tr>
<td></td>
<td><em>Barbados</em></td>
</tr>
<tr>
<td>ITB 14.6 (b) (ii)</td>
<td>In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Purchaser’s Country shall be quoted:</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>ITB 14.7</td>
<td>The prices quoted by the Bidder “shall not” be adjustable.</td>
</tr>
<tr>
<td>ITB 14.8</td>
<td>Prices quoted for each lot shall correspond at least to [insert figure] % of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to [insert figure] percent of the quantities specified for this item of a lot.</td>
</tr>
<tr>
<td>ITB 15.1</td>
<td>The Bidder is not required to quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in that currency.</td>
</tr>
<tr>
<td>ITB 18.3</td>
<td>Period of time the Goods are expected to be functioning (for the purpose of spare parts): [3 years]</td>
</tr>
<tr>
<td>ITB 19.1 (a)</td>
<td>Manufacturer’s authorization is: “required”</td>
</tr>
<tr>
<td>ITB 19.1 (b)</td>
<td>After sales service is: Required. Initial training on equipment and support for 3 years</td>
</tr>
<tr>
<td>ITB 20.1</td>
<td>The bid validity period shall be 90 days.</td>
</tr>
<tr>
<td>ITB 21.1</td>
<td>No Bid Security is required;</td>
</tr>
<tr>
<td>ITB 21.2</td>
<td>The amount of the Bid Security shall be: Not applicable</td>
</tr>
<tr>
<td>ITB 21.7</td>
<td>If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of 2 years.</td>
</tr>
<tr>
<td>ITB 22.1</td>
<td>In addition to the original of the bid, the number of copies is: Not applicable</td>
</tr>
</tbody>
</table>

**D. Submission and Opening of Bids**

| ITB 23.1          | Bidders “shall” have the option of submitting their bids electronically. |
| ITB 23.1 (b)      | If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Bids will be opened on May 22, 2020. |
| ITB 23.2 (c)      | N/A |
| ITB 24.1          | For bid submission purposes, the Purchaser’s address is: Attention: Procurement Officer Address: CDEMA Resilience Way Lower Estate |
| **St Michael**  
**Barbados**  
The deadline for the submission of bids is:  
Date: 21 May 2020  
Time: 11:59 p.m |
<table>
<thead>
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<tbody>
<tr>
<td><strong>ITB 27.1</strong></td>
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</tbody>
</table>

### E. Evaluation and Comparison of Bids

| **ITB 34.1** | Bid prices expressed in different currencies shall be converted in: US$  
The source of exchange rate shall be: Barbados Central Bank  
The date for the exchange rate shall be The date of opening of bid |
| **ITB 35.1** | Domestic preference shall not be a bid evaluation factor. |
| **ITB 36.3(a)** | *Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.* |
| **ITB 36.3(d)** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:  
[refer to Schedule III, Evaluation and Qualification Criteria; insert complementary details if necessary]  
(a) Deviation in Delivery schedule: No.  
(b) Deviation in payment schedule: No.  
(c) the cost of major replacement components, mandatory spare parts, and service: Yes. If yes, insert the Methodology and criteria  
(d) the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the bid No,  
(e) the projected operating and maintenance costs during the life of the equipment Yes  
(f) the performance and productivity of the equipment offered; Yes.  
(g) the ability to supply all the goods and services identified in this RFP.  
(h) The ability to provide a solution that is deemed to be the best fit for CDEMA |
| **ITB 36.6** | Not applicable |

### F. Award of Contract

| **ITB 41.1** | The maximum percentage by which quantities may be increased is: Not applicable  
The maximum percentage by which quantities may be decreased is: Not applicable |
1. Domestic Preference

ITB 35.1

As set forth in the bidding documents, a margin of preference may be provided in the evaluation of bids for goods manufactured in PSs when comparing bids offering such goods with those offering goods manufactured abroad.

1.1 CDEMA may grant a margin of preference in the evaluation of bids under ICB procedures to bids offering certain goods of origin in CDEMA & PSs, when compared to bids offering such goods of origin elsewhere. The methods and stages set forth hereunder shall be followed in the evaluation and comparison of bids.

1.2 For comparison purposes, Bids will be classified in one of three groups, as follows:

(a) **Group A:** Bids exclusively offering goods of origin in the country of the Borrower if the bidder establishes to the satisfaction of CDEMA (i) labor, raw material, and components from within the country of the Borrower will account for 30 percent or more of the price of 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 goods of origin of CDEMA.

(c) **Group C:** Bids offering goods of origin abroad that have been already imported or that will be directly imported.

1.3 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 on the domestic 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 basis of CIP, which is exclusive of customs duties and other import taxes already paid or to be paid.

1.4 All evaluated bids in each group will then be compared to determine the lowest evaluated bid of 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.

1.5 If, as a result of the preceding comparison, 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 15 percent of the CIP bid price. The lowest evaluated bid determined from this last comparison shall be selected.

2. Evaluation Criteria

ITB 36.3 (d)
CDEMA’s evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.6, one or more of the following factors as specified in ITB Sub-Clause 36.3(d) and in BDS referring to ITB 36.3(d), using the following criteria and methodologies.

2.1 Delivery schedule. (per Incoterm specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Delivery Schedule. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 36.3(d), will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the “Earliest Delivery Date” specified in Section VII, Delivery Schedule.

2.2 Deviation in payment schedule.

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

2.3 Cost of major replacement components, mandatory spare parts, and service.

The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS Sub-Clause 18.3. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price, for evaluation purposes only.

2.4 Availability in the Purchaser’s Country of spare parts and after sales services for equipment offered in the bid.

An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 36.3(d) and (e), if quoted separately, shall be added to the bid price, for evaluation purposes only.

2.5 Projected operating and maintenance costs.

Operating and maintenance costs. An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 36.3(d) and (e).

2.6 Performance and productivity of the equipment.

An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated based on the cost per unit of
the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 36.3(d).

2.7 **Specific additional criteria:**

The preferred supplier must:

(a) demonstrate the ability to supply all the goods and services identified in this RFP;

(b) Be able to provide a solution that is deemed to be the best fit for CDEMA

3. **Multiple Contracts**

*ITB 36.6*

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Purchaser 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 14.8

(b) take into account:

(i) the lowest-evaluated 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 38.2*

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

(a) Financial Capability

(b) Experience and Technical Capacity: The Bidder shall furnish documentary evidence to demonstrate that it meets the experience requirement(s) set out in the Terms of Reference

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the usage requirement set out in the Terms of Reference
**SECTION IV. BIDDING FORMS**

**Bidder Information Form**

*The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.*

- **Date:** [insert date (as day, month and year) of Bid Submission]
- **ICB No.:** [insert number of bidding process]

<table>
<thead>
<tr>
<th>1. Bidder’s Legal Name:</th>
<th>[insert Bidder’s legal name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. In case of JV, legal name of each party:</td>
<td>[insert legal name of each party in JV]</td>
</tr>
<tr>
<td>3. Bidder’s actual or intended Country of Registration:</td>
<td>[insert actual or intended Country of Registration]</td>
</tr>
<tr>
<td>4. Bidder’s Year of Registration:</td>
<td>[insert Bidder’s year of registration]</td>
</tr>
<tr>
<td>5. Bidder’s Legal Address in Country of Registration:</td>
<td>[insert Bidder’s legal address in country of registration]</td>
</tr>
</tbody>
</table>

6. **Bidder’s Authorized Representative Information**
   - Name: [insert Authorized Representative’s name]
   - Address: [insert Authorized Representative’s Address]
   - Telephone/Fax numbers: [insert Authorized Representative’s telephone/fax numbers]
   - Email Address: [insert Authorized Representative’s email address]

7. Attached are copies of original documents of: [check the box(es) of the attached original documents]
   - Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
   - In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.
   - In case of government owned entity from the Purchaser’s country documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.
Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below]

Date: [insert date (as day, month and year) of Bid Submission]
ICB No.: [insert number of bidding process]

Page ________ of_______ pages

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1. Bidder’s Legal Name:</td>
<td>[insert Bidder’s legal name]</td>
</tr>
<tr>
<td>2. JV’s Party legal name:</td>
<td>[insert JV’s Party legal name]</td>
</tr>
<tr>
<td>3. JV’s Party Country of Registration:</td>
<td>[insert JV’s Party country of registration]</td>
</tr>
<tr>
<td>4. JV’s Party Year of Registration:</td>
<td>[insert JV’s Part year of registration]</td>
</tr>
<tr>
<td>5. JV’s Party Legal Address in Country of Registration:</td>
<td>[insert JV’s Party legal address in country of registration]</td>
</tr>
<tr>
<td>6. JV’s Party Authorized Representative Information</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>[insert name of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>Address:</td>
<td>[insert address of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
<td>[insert telephone/fax numbers of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>Email Address:</td>
<td>[insert email address of JV’s Party authorized representative]</td>
</tr>
<tr>
<td>7. Attached are copies of original documents of:</td>
<td>[check the box(es) of the attached original documents]</td>
</tr>
<tr>
<td>Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.</td>
<td></td>
</tr>
<tr>
<td>In case of government owned entity from the Purchaser’s country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.</td>
<td></td>
</tr>
</tbody>
</table>
Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]
ICB No.: [insert number of bidding process]
Invitation for Bid No.: [insert No of IFB]
Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services];

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies];

(d) The discounts offered and the methodology for their application are:

   Discounts If our bid is accepted, the following discounts shall apply: [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]

   Methodology of Application of the Discounts. The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts];

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;

(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]

(h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

(i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by CDEMA, or by the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
(j) We have (do) not have any outstanding sanctions from CDEMA or any other donor funding International Financial Institution.

(k) We will use our best efforts to assist CDEMA in any investigation.

(l) We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(m) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address</th>
<th>Reason</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

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

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: [insert signature of person whose name and capacity are shown]
In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name: [insert complete name of person signing the Bid Submission Form]
Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on [insert date of signing]
**PRICE SCHEDULE FORMS**

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

**Price Schedule: Goods Manufactured Outside the Purchaser’s Country, to be Imported**

(Group C bids, goods to be imported)

Currencies in accordance with ITB Sub-Clause 15

<table>
<thead>
<tr>
<th>Date: __________________________</th>
<th>ICB No: __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alternative No: __________________</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Line Item N°</th>
<th>Description of Goods</th>
<th>Country of Origin</th>
<th>Delivery Date as defined by Incoterm</th>
<th>Quantity and physical unit</th>
<th>Unit price CIP [insert place of destination] in accordance with ITB 14.6(b)(i)</th>
<th>CIP Total Price per line item (Col. 5x6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>[insert # of item]</td>
<td>[insert name of good]</td>
<td>[insert country of origin of the Good]</td>
<td>[insert quoted Delivery Date]</td>
<td>[insert # of units to be supplied and name of the physical unit]</td>
<td>[insert unit price CIP per unit]</td>
<td>[insert total CIP price per line item]</td>
</tr>
</tbody>
</table>

**Total Price**

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [Insert Date]
### Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported

(Group C bids, Goods already imported)

Currencies in accordance with ITB Sub-Clause 15

| Line Item No | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price CIP including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) | Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii), [to be supported by documents] | Unit Price CIP net of customs duties and import taxes, in accordance with ITB 14.6(c)(iii) (Col. 6 minus Col.7) | Price CIP per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5*8) | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)) |
|--------------|----------------------|-------------------|--------------------------------------|-----------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| [insert number of the item] | [insert name of Goods] | [insert country of origin of the Good] | [insert quoted Delivery Date] | [insert number of units to be supplied and name of the physical unit] | [insert unit CIP price per unit] | [insert custom duties and taxes paid per unit] | [insert unit CIP price net of custom duties and import taxes] | [insert CIP price per line item net of custom duties and import taxes] | [insert sales and other taxes payable per item if Contract is awarded] |

Total Bid Price

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]
# Price Schedule: Goods Manufactured in the Purchaser’s Country

Purchaser’s Country

________________________________________________________________________

(Group A and B bids)

Currencies in accordance with ITB Sub-Clause 15

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<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>Line Item N°</td>
<td>Description of Goods</td>
<td>Delivery Date as defined by Incoterm</td>
<td>Quantity and physical unit</td>
<td>Unit price CIP (named place of destination)</td>
<td>Total CIP price per line item (Col. 4x5)</td>
<td>Cost of local labor, raw materials and components from of origin in the Purchaser’s Country % of Col. 5</td>
<td>Sales and other taxes payable per item if Contract is awarded (in accordance with ITB 14.6(a)(ii))</td>
</tr>
<tr>
<td>[insert number of the item]</td>
<td>[insert name of Good]</td>
<td>[insert quoted Delivery Date]</td>
<td>[insert number of units to be supplied and name of the physical unit]</td>
<td>[insert CIP unit price]</td>
<td>[insert total CIP price per line item]</td>
<td>[Insert cost of local labor, raw material and components from within the Purchaser’s country as a % of the CIP price per line item]</td>
<td>[insert sales and other taxes payable per line item if Contract is awarded]</td>
</tr>
</tbody>
</table>

| Total Price |

Name of Bidder [insert complete name of [Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]
## Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15

<table>
<thead>
<tr>
<th>Service N°</th>
<th>Description of Services (excludes inland transportation and other services required in the Purchaser’s country to convey the goods to their final destination)</th>
<th>Country of Origin</th>
<th>Delivery Date at place of Final destination</th>
<th>Quantity and physical unit</th>
<th>Unit price</th>
<th>Total Price per Service (Col. 5*6 or estimate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert number of the Service]</td>
<td>[insert name of Services]</td>
<td>[insert country of origin of the Services]</td>
<td>[insert delivery date at place of final destination per Service]</td>
<td>[insert number of units to be supplied and name of the physical unit]</td>
<td>[insert unit price per item]</td>
<td>[insert total price per item]</td>
</tr>
</tbody>
</table>

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**Total Bid Price**

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]
Bid Security Form  
(Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]  
[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Purchaser to insert its name and address]  
IFB No.: [Purchaser to insert reference number for the Invitation for Bids]  
Alternative No.: [Insert identification No if this is a Bid for an alternative]  
Date: [Insert date of issue]  
BID GUARANTEE No.: [Insert guarantee reference number]  
GUARANTOR: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of [insert description of goods] under Invitation for Bids No. [insert number] ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

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

(a) has withdrawn its Bid during the period of bid validity set forth in the Applicant’s Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.
Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded*.

________________________________________
[signature(s)]

Note: *[Information for the Executing Agency: 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 the demand or in a separate document accompanying or identifying the demand.”]
Form of Bid Security  
(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], authorized to transact business in [name of country of Purchaser], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [name of Purchaser] as Obligee (hereinafter called “the Purchaser”) in the sum of [amount of Bond][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 or will submit a written Bid to the Purchaser dated the ___ day of ______, 20__, for the supply of [name of Contract] (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
(a) has withdrawn its Bid during the period of bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
(b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

Then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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 Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

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) ___________________________ (Signature) ___________________________

---

2 The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.
Part I. Section IV. Bidding Forms

(Participants)

Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]
Bid No.: [number of bidding process]
Alternative No.: [identification No if this is a Bid for an alternative]

To: [complete name of Purchaser]

We, the undersigned, declare that:
We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [number of months or years] starting on [date], if we are in breach of our obligation(s) under the bid conditions, because we:
(a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.
We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

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

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

Duly authorized to sign the bid for and on behalf of: [complete name of Bidder]

Dated [date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]
Manufacturer’s Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization 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. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid Submission]
ICB No.: [insert number of bidding process]
Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

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

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

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

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]
Title: [insert title]

Dated on [insert date of signing]
SECTION V. PROHIBITED PRACTICES

Prohibited Practices
1. CDEMA requires that all grant beneficiaries as well as all firms, entities and individuals bidding for or participating in a CDEMA financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the CDEMA all suspected acts of Prohibited Practices of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Prohibited Practices include acts of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. CDEMA has established mechanisms to report allegations of Prohibited Practices. Any allegation shall be submitted to the Executive Director for the appropriate investigation. CDEMA has no sanctions procedures. Donor funding may require CDEMA based on the grant agreement to mutually recognize sanctions imposed by their respective sanctioning bodies.

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

(i) A “corrupt practice” which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and

(v) An “obstructive practice” which is:
   a. deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a CDEMA investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
   b. acts intended to materially impede the exercise of CDEMA’s inspection and audit rights provided for under paragraph 1 (f) below.

(b) If, in accordance with the Sanctions Procedures of CDEMA, it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a CDEMA financed activity including, inter alia,
Part II. Section V. Fraud and Corruption and Prohibited Practices

applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-
consultants, goods or service providers, concessionaires, Borrowers (including grant
Beneficiaries) Executing Agencies or Contracting Agencies (including their respective
officers, employees and agents irrespective of whether the agency is express or implied)
engaged in a Prohibited Practice CDEMA may:

(i) not finance any proposal to award a contract for works, goods or services, and
consulting services;

(ii) suspend disbursement of the operation if it is determined at any stage that an
employee, agent or representative of the CDEMA, Executing Agency or Contracting
Agency has engaged in a Prohibited Practice;

(iii) not taken the adequate remedial measures (including, inter alia, providing adequate
notice to CDEMA upon learning of the Prohibited Practice) within a time period
which CDEMA considers reasonable;

(iv) issue the firm, entity or individual a reprimand in the form of a formal letter of
censure for its behavior;

(v) declare that a firm, entity, or individual is ineligible, either permanently or for a
stated period of time, to (i) be awarded a contract or participate in activities financed
by CDEMA; and (ii) be nominated sub-consultant, sub-contractor, supplier or
service provider of an otherwise eligible firm being awarded a CDEMA financed
contract;

(vi) refer the matter to appropriate law enforcement authorities; and/or

(vii) impose other sanctions that it deems to be appropriate under the circumstances,
including the imposition of fines representing reimbursement of CDEMA for costs
associated with investigations and proceedings. Such other sanctions may be
imposed in addition to or in lieu of the sanctions referred above.

(c) The provisions of sub-paragraphs1 (b) (i) and (ii) shall also be applicable when such
parties have been temporarily suspended from eligibility to be awarded additional
contracts pending a final outcome of a sanction proceeding, or otherwise.

(d) The imposition of any action to be taken by CDEMA pursuant to the provisions referred
to above will be public.

2. In addition, any firm, entity or individual bidding for or participating in a CDEMA-financed
activity including, inter alia, applicants, bidders, suppliers, contractors, consultants,
personnel, sub-contractors, sub-consultants, service providers, concessionaires, Borrowers
(including grant Beneficiaries), Executing Agencies or Contracting Agencies (including their
respective officers, employees, and agents, irrespective of whether the agency is express or
implied) may be subject to sanctions pursuant to agreements that CDEMA may have with
other International Financial Institutions (IFIs) regarding the mutual enforcement of
debarment decisions. For purposes of this paragraph the term “sanction” shall mean any
debarment, conditions on future contracting or any publicly-disclosed action taken in
response to a violation of an IFI’s applicable framework for addressing allegations of
Prohibited Practices.
(e) CDEMA requires that all applicants’ bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit CDEMA to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by CDEMA. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist CDEMA with its investigation. CDEMA also requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the CDEMA financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the donor-financed activities to respond to questions from CDEMA personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with CDEMA’s request, or otherwise obstructs the investigation, CDEMA in its sole discretion, may take appropriate action against the applicant bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, service provider or concessionaire.

(f) If CDEMA procures goods or services, works or consulting services directly from a specialized agency, all provisions under Section VI regarding sanctions and Prohibited Practices shall apply in their entirety to applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers, and concessionaires, (including their respective officers, employees, and agents, irrespective of whether the agency is express or implied), or to any other entities that signed contracts with such specialized agency to supply such goods, works, or non-consulting services in connection with the donor-financed activities. CDEMA will retain the right to require the entity to invoke remedies such as contract suspension or termination. Specialized agencies shall consult CDEMA’s list of firms and individuals suspended or debarred. In the event a specialized agency signs a contract or purchase order with a firm or an individual suspended or debarred by CDEMA and CDEMA will not finance the related expenditures and will apply other remedies as appropriate.

3. By submitting bids Bidders represent and warrant:
   (a) that they have read and understood CDEMA’s definition of Prohibited Practices and the sanctions imposed in case Prohibited Practices take place and that they will comply with the rules applicable to those Practices and sanctions;
   (b) that they have not engaged in any Prohibited Practice as set forth herein;
   (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or during the performance of the contract;
   (d) that neither they nor their agents, personnel, sub-contractors, sub-consultants, directors, officers or principal shareholders have been declared ineligible to be awarded a contract.
by CDEMA or by another International Financial Institution (IFI) with which CDEMA may have entered into an agreement for the mutual enforcement of sanctions or have been convicted of an offense involving a Prohibited Practice;

(e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a contract by CDEMA or by another International Financial Institution (IFI) with which CDEMA may have entered an agreement for the mutual enforcement of sanctions, or has been convicted of a crime involving a Prohibited Practice;

(f) that all commissions, agents’ fees, facilitating payments or revenue-sharing agreements related to the CDEMA financed activities have been disclosed;

(g) that they acknowledge that the breach of any of these representations may constitute a basis for the adoption by CDEMA of one or more of the measures set forth in Clause 3.1 (b).
PART II. SUPPLY REQUIREMENTS

SECTION VI. SCHEDULE OF REQUIREMENTS

*Please see Part IV – Terms of Reference*
List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]

<table>
<thead>
<tr>
<th>Line Item No</th>
<th>Description of Goods</th>
<th>Quantity</th>
<th>Physical unit</th>
<th>Named place of Destination as specified in BDS</th>
<th>Delivery (as per Incoterms) 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[insert description of Goods]</td>
<td>[insert quantity of item to be supplied]</td>
<td>[insert physical unit for the quantity]</td>
<td>[insert the number of days following the date of effectiveness the Contract]</td>
<td>[insert the number of days following the date of effectiveness the Contract]</td>
</tr>
</tbody>
</table>

**Earliest Delivery Date**

**Latest Delivery Date**

**Bidder’s offered Delivery date [to be specified by the bidder]**
List of Related Services and Completion Schedule

(This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms))

<table>
<thead>
<tr>
<th>Service</th>
<th>Description of Service</th>
<th>Quantity</th>
<th>Physical Unit</th>
<th>Place where Services shall be performed</th>
<th>Final Completion Date(s) of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert Service No]</td>
<td>[insert description of Related Services]</td>
<td>[insert quantity of items to be supplied]</td>
<td>[insert physical unit for the items]</td>
<td>[insert name of the Place]</td>
<td>[insert required Completion Date(s)]</td>
</tr>
</tbody>
</table>
Technical Specifications

A. Technical Requirements

CDEMA seeks to acquire a communications solution – the Regional Resilient Mobile Communications System (RRMCS) – a portable communications system to provide resilient communications capabilities for disaster preparedness and the coordination of regional disaster response.

Figure 1: RRMCS in action

A.1 Regional Resilient Mobile Communications System (RRMCS)

The RRMCS must be robust and secure to support the demanding and uncertain nature of emergency management operations in the Caribbean. This includes the need for coordination of
multi-disaster scenarios across multiple impacted CDEMA states. The RRMCS shall have the
ability to be available, functional and active at any moment when existing terrestrial
communications networks are severely degraded or unavailable. The RRMCS must be able to
function independent of grid power. The RRMCS when active will provide a modern network-
enabled 24 X 7 communications capability that will provide CDEMA with command and control
capability for the coordination of disaster response missions.

The RRMCS must be upgradeable and expandable to take advantage of advances in technology
and new uses for current technology.

During a disaster response operation CDEMA deploys several teams into the impacted state.
There can be as many as sixty personnel in the field, each requiring the ability to communicate
securely and reliably with the RCC.

CDEMA is seeking to acquire six (6) Regional Resilient Mobile Communications Systems
(RRMCSs), to provide flexibility for deployments to multiple geographic locations in the event
of multi-country impacts. Each RRMCS should have the ability to inter-connect with other
RRMCSs to form a larger network, when necessary.

A.2 Scope

Any requirements, specifications and other indications in this Technical Annex pertaining to the
RRMCS also pertain to each individual component of each of the systems whether they are
acquired together as a complete package, individually, or in any other combination.

A.3 Deliverables

Each RRMCS provided by the supplier must be COTS (commodity off the shelf) and
demonstrably field-proven. Further, each RRMCS must be capable of:

- Securely providing voice and broadband data communications between field teams using
  only the components of the RRMCS – the RRMCS must be able to operate with full
  functionality independent of existing terrestrial networks and independently of grid
  power.

- Accessing satellite backhaul connectivity to allow field team users to communicate with
  each other and with the RCC

The supplier must also provide and manage a backhaul network using broadband satellite data
service that adequately covers the CDEMA countries with appropriate bandwidth capacity.

The supplier must ensure that the RRMCS is designed to be technically compatible with
emergency networks and devices used by personnel from other donor countries including United
States and Canada in order to expedite coordinated relief efforts.
### A.3.1. Table of Mandatory and Desirable Requirements for the RRMCS

<table>
<thead>
<tr>
<th>Mandatory/Desirable Requirements for RRMCS</th>
<th>Mandatory / Desirable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Must be able to be transported via commercial airlines.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>2. Must be able to withstand shock and vibrations during transport within the transit cases (road, water, air).</td>
<td>Mandatory</td>
</tr>
<tr>
<td>3. Each transit case must be able to be hand-carried by 2 people.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>4. Must be able to be made operational within 60 minutes (from transit cases to full operation).</td>
<td>Desirable</td>
</tr>
<tr>
<td>5. Must be able to utilise a variety of end-user devices which are commercially available.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>6. Must be able to provide location services for all deployed devices.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>7. Must be able to provide voice services for all deployed users.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>8. Must be able to provide multimedia messaging and data services for deployed users.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>9. Must be able to provide services to deployed users without backhaul or internet connectivity.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>10. Must be able to use the system services over backhaul connections to allow for communication between operational areas and the RCC.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>11. Must be able to utilise commercial networks for backhaul connections.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>12. Must allow system administrators to be able to control access to the network and apportion network bandwidth on demand.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>13. Must allow system administrators to be able to monitor the connectivity status of deployed users in real-time.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>14. Must be able to provide geo-location and geo-tracking of user devices.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>15. Must be able to securely connect to other regional and international Government owned communication networks.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>16. Must be intrinsically safe and able to operate effectively in the region, taking into account that the operating environment involves high humidity, high temperatures and potential exposure to salt water.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>17. The elements of the RRMCS shall be specified individually and integrated into a fully operational system, tested, commissioned and provisioned for field service.</td>
<td>Mandatory</td>
</tr>
</tbody>
</table>
### Mandatory/Desirable Requirements for RRMCS

<table>
<thead>
<tr>
<th>Mandatory/Desirable Requirements for RRMCS</th>
<th>Mandatory / Desirable</th>
</tr>
</thead>
<tbody>
<tr>
<td>18. The RRMCS must have an open architecture to allow the user to utilise 3rd Party software applications and services on the network on the end-user devices.</td>
<td>Mandatory</td>
</tr>
<tr>
<td>19. All equipment and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.</td>
<td>Mandatory</td>
</tr>
</tbody>
</table>

### Drawings

These Bidding Documents includes [insert “the following “or “no”] drawings. 

[If documents shall be included, insert the following List of Drawings]

#### List of Drawings

<table>
<thead>
<tr>
<th>Drawing Nr.</th>
<th>Drawing Name</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Figure 1</td>
<td>RRMCS in action</td>
<td>To illustrate the desired outcome of the system when fully operational</td>
</tr>
</tbody>
</table>
Inspections and Tests

The following inspections and tests shall be performed: *demonstrate the functionality of the equipment in keeping with the requirements.*
PART III CONTRACT

SECTION VII. GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them.

(a) CDEMA means the Caribbean Disaster Emergency Management Agency or any grant administered by CDEMA.

(b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

(d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) “Day” means calendar day.

(f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) “GCC” means the General Conditions of Contract.

(h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).

(j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.

(k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) “SCC” means the Special Conditions of Contract.

(m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) “The Project Site,” where applicable, means the place named in the SCC Source of Funds
2. **Contract Documents**
   2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Agreement shall be read as a whole.

3. **Prohibited Practices**
   3.1 CDEMA requires compliance with its policy in regard to fraud and corruption and prohibited practices as set forth in Schedule V.

4. **Interpretation**
   4.1 If the context so requires it, singular means plural and vice versa:
   4.2 Incoterms
      (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
      (b) The terms CIP, FCA, CPT and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
   4.3 Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
   4.4 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 authorized representative of each party thereto.
   4.5 Nonwaiver
      (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
      (b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
   4.6 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.
5. **Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. **Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. **Eligibility**

7.1 All bidders are eligible including nationals from member countries of CDEMA. A bidder from a country may be ineligible if:

   a) as a matter of law or official regulation, CDEMA prohibits commercial relations with that country; or the funding donor prohibits the bidder to participate in their funded programs.

   b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, CDEMA prohibits any imports of goods from that country or any payments to persons or entities in that country.

8. **Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. **Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Barbados, unless otherwise specified in the SCC.

10. **Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. **Inspections and Audit by CDEMA**

11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, CDEMA and/or persons appointed by CDEMA to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by CDEMA if requested by CDEMA. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 3 Prohibited Practices, which provides, inter alia, that acts intended to materially impede the exercise of CDEMA’s inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to CDEMA’s prevailing sanctions procedures).

12. **Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. **Delivery of Documents**

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. **Supplier’s Responsibilities**

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
15. **Contract Price**

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. **Terms of Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.

16.2 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. **Taxes and Duties**

17.1 For goods manufactured outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s Country.

17.2 For goods manufactured within the Purchaser’s country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. **Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.
18.3 As specified in the SCC, the Performance Security, if required, shall be
denominated in the currency(ies) of the Contract, or in a freely convertible currency
acceptable to the Purchaser; and shall be in one of the format stipulated by the
Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the
Supplier not later than twenty-eight (28) days following the date of Completion of
the Supplier’s performance obligations under the Contract, including any warranty
obligations, unless specified otherwise in the SCC.

19. Copyright

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

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the
written consent of the other party hereto, divulge to any third party any documents,
data, or other information furnished directly or indirectly by the other party hereto
in connection with the Contract, whether such information has been furnished prior
to, during or following completion or termination of the Contract. Notwithstanding
the above, the Supplier may furnish to its Subcontractor such documents, data, and
other information it receives from the Purchaser to the extent required for the
Subcontractor to perform its work under the Contract, in which event the Supplier
shall obtain from such Subcontractor an undertaking of confidentiality similar to
that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received
from the Supplier for any purposes unrelated to the contract. Similarly, the
Supplier shall not use such documents, data, and other information received from
the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however,
shall not apply to information that:

(a) the Purchaser or Supplier need to share with CDEMA or other institutions
participating in the financing of the Contract;
(b) now or hereafter enters the public domain through no fault of that party;
(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) otherwise lawfully becomes available to that party from a third party that has no
obligation of confidentiality.
20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. **Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. **Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. **Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
24. **Insurance**

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. **Transportation**

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26. **Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Purchaser’s Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either
rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and
without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; 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, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,
(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

31. Changes in Laws and Regulations
31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure
32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
33. **Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance with 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 furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) the method of shipment or packing;
(c) the place of delivery; and
(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. **Extension of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. **Termination**

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser
pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in prohibited 
practices, as defined in GCC Clause 3, in competing for or in executing the 
Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant 
to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such 
manner as it deems appropriate, Goods or Related Services similar to those 
undelivered or not performed, and the Supplier shall be liable to the Purchaser 
for any additional costs for such similar Goods or Related Services. However, 
the Supplier shall continue performance of the Contract to the extent not 
terminated.

35.2 Termination for Insolvency

(a) The Purchaser may at any time terminate the Contract by giving notice to the 
Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such 
event, termination will be without compensation to the Supplier, provided that 
such termination will not prejudice or affect any right of action or remedy that 
has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in 
whole or in part, at any time for its convenience. The notice of termination shall 
specify that termination is for the Purchaser’s convenience, the extent to which 
performance of the Supplier under the Contract is terminated, and the date upon 
which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) 
days after the Supplier’s receipt of notice of termination shall be accepted by the 
Purchaser at the Contract terms and prices. For the remaining Goods, the 
Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; 
and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially 
completed Goods and Related Services and for materials and parts previously 
procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their 
obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export 
formalities, any export restrictions attributable to the Purchaser, to the country of 
the Purchaser, or to the use of the products/goods, systems or services to be 
supplied, which arise from trade regulations from a country supplying those
products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of CDEMA and of the donor that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser’s convenience pursuant to Sub-Clause 35.3.
Section VIII. Special Conditions of Contract

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

| GCC 1.1(j) | The Purchaser’s country is: Barbados |
|GCC 1.1(k) | The Purchaser is: Caribbean Disaster Emergency Management Agency (CDEMA) |
|GCC 1.1 (q) | The Project Site/Final Destination is: CDEMA Resilience Way Lower Estate St Michael Barbados |
|GCC 4.2 (a) | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, |
|GCC 4.2 (b) | The version edition of Incoterms shall be 2020 |
|GCC 5.1 | The language shall be: English |
|GCC 8.1 | For notices, the Purchaser’s address shall be:  
Attention: Procurement Officer  
Street Address: Resilience Way Lower Estate Barbados  
City: St Michael  
Country: Barbados  
Telephone: (246) 434-4880  
Facsimile number: [(246) 271-3660  
Electronic mail address: procurement@cdema.org |
|GCC 9.1 | The governing law shall be the law of: Barbados |
|GCC 10.2 | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:  
(a) Contract with foreign Supplier:  
GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. |
### Part III. Section VIII. Special Conditions of Contract

#### (b) Contracts with Supplier national of the Purchaser’s country:

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s country.

### GCC 13.1

Details of Shipping and other Documents to be furnished by the Supplier are:

- bill of lading, a non-negotiable sea way bill, an airway bill, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

### GCC 15.1

The prices charged for the Goods supplied and the related Services performed shall not be adjustable.

### GCC 16.1

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied from abroad:**

- Payment of foreign currency portion shall be made in **United States dollars** in the following manner:
  
  (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.

  (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.

  (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

**Payment of local currency portion** shall be made in **currency** within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

**Payment for Goods and Services supplied from within the Purchaser’s country:**
Part III. Section VIII. Special Conditions of Contract

<table>
<thead>
<tr>
<th>Clause</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 16.5</td>
<td>n/a</td>
</tr>
<tr>
<td>GCC 18.1</td>
<td>A Performance Security shall not be required</td>
</tr>
<tr>
<td>GCC 18.3</td>
<td>n/a</td>
</tr>
<tr>
<td>GCC 18.4</td>
<td>Discharge of the Performance Security shall take place: \textit{N/A}</td>
</tr>
<tr>
<td>GCC 23.2</td>
<td>The packing, marking and documentation within and outside the packages shall be: [insert in detail the type of packing required, the markings in the packing and all documentation required]</td>
</tr>
<tr>
<td>GCC 24.1</td>
<td>The insurance coverage shall be as specified in the Incoterm.</td>
</tr>
<tr>
<td>GCC 25.1</td>
<td>Responsibility for transportation of the Goods shall be as specified in the Incoterm. If not in accordance with Incoterm, responsibility for transportations shall be as follows: \textit{The Supplier is required under the Contract to transport the Goods to CDEMA at the address specified in the ITB, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price}</td>
</tr>
<tr>
<td>GCC 26.1</td>
<td>The inspections and tests shall be: [insert nature, frequency, procedures for carrying out the inspections and tests]</td>
</tr>
<tr>
<td>GCC 26.2</td>
<td>The Inspections and tests shall be conducted at: \textit{CDEMA}</td>
</tr>
<tr>
<td>GCC 27.1</td>
<td>The liquidated damage shall be: [insert number] % per week</td>
</tr>
<tr>
<td>GCC 27.1</td>
<td>The maximum amount of liquidated damages shall be: [insert number] %</td>
</tr>
</tbody>
</table>

Payment for Goods and Services supplied from within the Purchaser’s country shall be made in \textit{[currency]}, as follows:

(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.


(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
| GCC 28.3 | The period of validity of the Warranty shall be: [ 3 years  
For purposes of the Warranty, the place(s) of final destination(s) shall be:  
*CDEMA, Resilience Way, Lower Estate, S Michael, Barbados* |
| GCC 28.5 | The period for repair or replacement shall be: *3 years* days. |
Section IX. Contract Forms

Letter of Acceptance

[date]
To: [name and address of the Supplier]
Subject: Notification of Award Contract No. [insert number]

This is to notify you that your Bid dated [insert date] for execution of the [insert name of the contract and identification number, as given in the SCC] for the Accepted Contract Amount of [insert amount in words] ([insert amount in numbers]), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: 
Name and Title of Signatory: 
Name of Agency: 
Attachment: Contract Agreement

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

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

BETWEEN

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

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
   (a) This Contract Agreement
   (b) Special Conditions of Contract
   (c) General Conditions of Contract
   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
   (e) The Supplier’s Bid and original Price Schedules
   (f) The Purchaser’s Notification of Award
   (g) [Add here any other document(s)]

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and
Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]
in the capacity of [insert title or other appropriate designation]
in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]
in the capacity of [insert title or other appropriate designation]
in the presence of [insert identification of official witness]
Performance Security
(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]
Beneficiary: [insert name and Address of Purchaser]
Date: [Insert date of issue]
PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]
Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in words][[insert amount in numbers]],¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [insert date]², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded*.

__________________________________________
{signature(s)}

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

Note: "[Information for the Executing Agency: 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 the demand or in a separate document accompanying or identifying the demand.”]"
Note:
Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Insert name and Address of Purchaser]

Date: [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded*.

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[signature(s)]

Note: *[Information for the Executing Agency: 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 the demand or in a separate document accompanying or identifying the demand–

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

The 2017 hurricane season had a devastating impact on the Caribbean and tested the capacity of national, regional and international partners to respond effectively to a multi-island strike (twelve islands) over a two-week period. A Rapid Review of the regional response to the hurricanes (funded by Canada, the UK and UNICEF) found that logistics (including communications) and budget constraints impacted the timeliness of the response. The events of 2017 have demonstrated that further efforts are required to strengthen Comprehensive Disaster Management in the region, and highlighted a number of areas where increased investment is needed.

One of the areas targeted for increased investment is Emergency Telecommunications. CDEMA is seeking to acquire a solution – the Regional Resilient Mobile Communications System (RRMCS) – to provide the Regional Coordination Centre (RCC) with greater situational awareness on the ground through improved communications within the impacted zone during disaster relief operations.

During disaster relief operations CDEMA deploys several teams, but one of the challenges has been reliable and predictable communication between the field teams and the RCC. The RRMCS will be the solution to this challenge it will be a portable communications system to provide resilient communications capabilities for the coordination of regional disaster response. The RRMCS must be robust and secure to support the demanding and uncertain nature of emergency management operations in the Caribbean.

The Regional Resilient Mobile Communications System (RRMCS) is to provide CDEMA with portable communications capability sufficient to enable the coordination of regional disaster response in diverse geographical locations in scenarios where the existing terrestrial communication networks are severely degraded or unavailable.

The RRMCS shall be deployed by the CARICOM Emergency Telecommunications Team (CETT). The CETT is a team of regional ICT and telecommunications professionals tasked to provide communications services to the Emergency Operations Centre (EOC) of an impacted state and the teams deployed for disaster response operations to that state. Each deployment of the CETT consists of a team of three (3) to four (4) persons.

2.0 Objective

The RRMCS will be a robust, reliable, secure, scalable and adaptable coordination platform that will allow communication between multiple end-points. These end-points will include, but not be limited to, devices within deployed teams, the Regional Coordination Centre (RCC) and the
Emergency Operations Centre (EOC). The RRMCS will use devices and applications that are commercially available. The RRMCS will support voice communications and have the ability to share digital reports, video imagery and other digital media in real-time to and from the RCC and any other designated locations in the region for coordination and decision-making purposes. The main objective of this initiative is to strengthen the Regional Emergency Telecommunications capabilities for disaster response coordination through the procurement of a Regional Resilient Mobile Communications System (RRMCS) in accordance with the specifications and other information provided in this document.

3.0 SCOPE OF WORK

3.1 General Requirements & Deliverables

The bids invited are for:

- The supply, delivery and installation of the Regional Resilient Mobile Communications System (RRMCS) in accordance with the specifications provided below and detailed in the Technical Anne; and

- Training of identified personnel to deploy, operate and maintain the RRMCS.

The RRMCS shall consist of two main parts – 1) a fixed unit; and 2) several deployable end-user devices.

The fixed unit shall be the main hub of the RRMCS. It shall have the ability to inter-connect with a Local Area Network (LAN) of an affected Emergency Operations Centre (EOC) to provide access to the internet for that EOC; It shall be able to interface and inter-connect with available communications networks to provide back-haul connectivity for the connected end-user devices; It shall have wide area network capability with the associated end-user devices, software and services and be integrated into the operations of CDEMA to coordinate disaster response.

The backhaul network of the RRMCS shall use a fibre-optic network or satellite broadband or other medium capable of broadband connectivity. The RRMCS should be able to operate independent of other terrestrial commercial backhaul networks (if they are unavailable) and operate independent of grid power. In the case of satellite broadband for the backhaul the satellite terminal system should be portable and must be capable of providing the RRMCS with secure broadband access to the internet to enable field personnel full VoIP and broadband communications capability from their devices. The satellite terminal system must come with dedicated bandwidth pre-configured and be connectable to a satellite communications network that provides full regional and reliable coverage and internet connectivity.

The end-user kit should include equipment that provides the deployed team with access to the internet (e.g portable satellite terminal) independent of the RRMCS fixed unit, to mitigate against the loss of connectivity to the fixed unit. The portable satellite equipment must come with dedicated bandwidth pre-configured and be connectable to a satellite communications network that provides full regional and reliable coverage and internet connectivity.
The supplier shall deliver the relevant operations manuals, technical maintenance manuals and warranty documentation for the RRMCS.

The supplier shall provide technical maintenance training and operational training for the RRMCS. The training will transfer knowledge about the safe manner of operation, appropriate maintenance practices, associated limitations of the equipment provided to the participants. The training will be delivered using a combination of classroom and in-field sessions. Training materials must be supplied to all participants.

The supplier training will be in the form of train-the-trainer. The supplier will provide an equipment training instructor manual. The equipment instructor manual must be written such that it enables certified CDEMA trainers to administer equipment training in the future.

The supplier must provide a recommended spare parts and tools list. CDEMA may, at its discretion, exercise the option for the provision of some or all of the spare parts and special tools identified in the recommended spare parts and tools list. The spare parts for the specific equipment or assemblies must be kitted, separately packaged, and identified accordingly. All spare parts and special tools supplied by the supplier must be packaged, clearly marked, and identified with the manufacturer’s name, item name, description and part number on an adhesive label secured to the package. Parts must be properly preserved and packaged for long-term storage as determined by the equipment’s original manufacturer.

3.2 Project Management & Coordination Requirements

The Supplier shall have responsibility for project coordination together with the CDEMA. In this capacity the Supplier shall be responsible for:

- Communicating project status/issues on an ongoing basis to all stakeholders,
- Verifying equipment shipment and arrival dates with the CDEMA contacts,
- Maintaining timelines for deployment,
- Serving as liaison for escalation of project issues, (i.e., implementation delays, hardware shipping, etc.),
- Coordinating all training associated with the equipment,
- Coordinating all aspects of installation where required,
- Preparing a draft and/or final report which summarizes all work performed on the project.

The CDEMA shall oversee the Supplier to ensure quality control and that all tasks are carried out in accordance with the contract.

3.3 Acceptance

Written acceptance shall be given after the CDEMA has determined that all equipment/services have been delivered/completed and are fully operational and in compliance with the performance specifications.

The CDEMA may sign off on individual components as they are installed. Final sign off on the entire solution will take place when all components have been installed and
accepted as operational. At that time, warranty and maintenance shall begin for all systems on the signoff date.
Please refer to **Section 5 – Requirements Specifications** for additional details on project Scope of Work and the applicable deliverables.

### 3.4 CDEMA Inputs

The CDEMA will assume the responsibility for the following:

(a) The provision of all relevant specifications and information.

(b) The establishment of a focal point who will manage the engagement on the side of the CDEMA.

(c) Ensuring that all relevant staff are available for discussions/clarification as required.

(d) Quick decision turnaround times and response rates for critical matters that affect the delivery of goods and services.

### 4.0 Examination of Request for Proposal

Prospective Suppliers are responsible for examining, with appropriate care and attention, the invitation package and are also responsible for informing themselves with respect to all conditions that may, in any way, affect the cost or the performance of any proposed solutions. Failure to do so shall be at the sole risk of the prospective Suppliers, and Suppliers can be given no relief for error or omission.

Should a prospective Supplier find discrepancies in or omissions from the Request for Proposal, or should its intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP, the prospective supplier should notify the CDEMA Coordinating Unit of such finding by email at procurement@cdema.org. The subject of the email should be: - “Clarification Request - RRMCS”

The prospective supplier making such request shall be solely responsible for its timely receipt by the above-mentioned office. Replies to such notices, if any, may be made in the form of addendum to the RFP invitation documents.

### 4.1 Supplier’s Response

The responses to the RFP should be prepared in Part 1, Section 1 – Instructions to Bidders. Bidders must have:

a) All prices quoted must be in United States Dollars.

b) Assurance that prices will remain valid for an initial minimum period of ninety (90) days from the RFP closing date.

c) Terms of payment.

d) The Make and Model of all equipment proposed.
e) Delivery period

f) A firm delivery period must be given for each Make and Model of the equipment. Where delivery is ex-stock at the time of submitting your response to this RFP, a delivery period must also be given in the event that the equipment is sold before you are notified of the acceptance of your proposal.

g) A firm delivery period must be given for each Make and Model of the equipment. Where delivery is ex-stock at the time of submitting your response to this RFP, a delivery period must also be given in the event that the equipment is sold before you are notified of the acceptance of your proposal.

4.2 Special Note:
Prospective Suppliers are advised to note that CDEMA may opt for a phased delivery of items over an agreed period. This is to ensure a smooth deployment of systems and would be discussed once an order is placed by the Project Managers.

4.3 Competency & Experience

The preferred supplier:

(a) Must be able to supply all the goods and services identified in this RFP.
(b) Must provide a solution that is deemed to be the best fit for CDEMA
(c) Must have prior experience in carrying out similar assignments
(d) Have the ability to provide training on the equipment

5.0 Duration

Sixty (60) person days have been assigned for the completion of this Consultancy over a period of three (3) months.