

CORRIGENDUM

No. 2
26 April 2024

Necessary Corrections made to the Tender Dossier

Corrections to Instructions to Tenderers

11 Content of tenders

- The tender guarantee, for USD 1,500
- The "Tender form for a supply contract", duly completed, which includes the tenderer's declaration, point 7.
- The details of the bank account into which payments should be made (financial identification form) – Annex V
- The legal entity file

To be supplied in free-text format:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the general conditions.
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

Tenderers are requested to follow the above order of presentation.

Annexes referred to in these instructions refer to templates attached to the tender document.

21 Signature of the contract and performance guarantee

- 21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the CARICOM Secretariat signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it is not in any of the exclusion situations listed in Clause 17 Module 3 of the GPM. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement must be provided that the situations described in these documents have not changed since then.
- 21.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs referred to in Clause 50 of Module 3 of the GPM.
- 21.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity

within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the CARICOM Secretariat may award the tender to the next lowest tenderer or cancel the tender procedure.

- 21.4 The CARICOM Secretariat reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 21.5 Within 30 days of receipt of the contract signed by the CARICOM Secretariat, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the CARICOM Secretariat. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 21.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the CARICOM Secretariat may consider the acceptance of the tender to be cancelled without prejudice to the CARICOM Secretariat's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the CARICOM Secretariat.
- 21.7 The performance guarantee referred to in the General Conditions is set at 5% of the amount of the contract and must be presented in the form specified in the annex to the tender document. It will be released within 45 days of the issue of the final acceptance certificate by the CARICOM Secretariat, except for the proportion assigned to after-sales service.

22 Tender guarantee

The tender guarantee referred to in point 11 above is set at **USD1,500** and must be presented in the form specified in the annex to the tender document. It must remain valid for 45 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected will be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer will be released on signing of the contract, once the performance guarantee has been submitted.

23 Ethics clauses

- 23.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the CARICOM Secretariat during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 23.2 Without the CARICOM Secretariat's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 23.3. When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the CARICOM Secretariat.

- 23.4 Contractors must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the CARICOM Secretariat's prior approval. They may not commit the CARICOM Secretariat in any way without its prior written consent.
- 23.5 For the duration of the contracts Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).
- 23.6 Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the CARICOM Secretariat.
- 23.7 Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.
- 23.8 The contract governs the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.
- 23.9 Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the CARICOM Secretariat may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 23.10 The CARICOM Secretariat reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the CARICOM Secretariat.
- 23.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.
- 23.12 The Contractor undertakes to supply the CARICOM Secretariat on request, with all supporting documents relating to the conditions of the contract's execution. The CARICOM Secretariat may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 23.13 Contractors found to have paid unusual commercial expenses on projects funded by the CARICOM Secretariat liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from participating in projects of the CARICOM Secretariat.
- 23.14 The CARICOM Secretariat reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the CARICOM Secretariat may refrain from concluding the Contract.

SUPPLY CONTRACT NOTICE

- 3) Technical capacity of tenderer (based on items 5 and 6 of the Tender Form for a Supply Contract)

Legal and Natural persons:

(a) the tenderer has worked successfully on at least one project with a budget of at least 70% that of this contract in the past **five years**.

All other remaining sections in the original tender document remain unchanged.