Corrigendum

No. 2
26 April 2024

必要的修正：投标文件

修正至投标人说明

11 内容

- 招标保证，金额为1,500美元
- "投标形式的供应合同"，完整填写，包括投标人的声明，第7条。
- 银行账户的详细信息，用于支付（财务识别表）– 附件V
- 法人文件

文本要求：

- 保修条件的描述，必须与一般条件第32条的规定一致。
- 因公司/联合企业/联合体代表的官方文件（章程、委托书、公证书等）证明其已授权。

投标应遵循上述顺序。

附录中提到的说明文件参见投标人文件的模板。

21 签署合同和保证金

21.1 成功的投标人将收到书面通知，其投标已被接受（通知授予）。在CARICOM秘书处与成功投标人签署合同之前，成功投标人必须提供与GPM第三章第50条要求的文件或声明的法律文件。这些文件或声明必须在投标之日起一年前。此外，还须提供声明这些情况没有改变。

21.2 成功的投标人还必须提供财务和经济状况以及技术和专业能力的证据根据采购通告中规定的选拔标准，点16。这些文件或声明的法律文件应参见GPM第三章第50条。

21.3 如果成功投标人未能提供上述任何文件或声明，或未能提供财务和经济状况以及技术和专业能力的证据，...
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.