

ANNEX I

A. INSTRUCTIONS TO TENDERERS

1 Supplies to be provided

1.1 The subject of the contract is the supply, delivery and installation of the items in LOT 1.

Lot 1: Support the Establishment and Operationalization of the Caribbean Court of Justice

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier ([Annex II and III](#) - technical annex) and conform in all respects with the other instructions.

1.3 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

2 Timetable

	DATE	TIME*
Clarification meeting / site visit (if any)	3 May 2024	3:00 p.m. Trinidad time
Deadline for requesting clarifications from the contracting authority	13 May 2024	16:30hrs Trinidad time
Last date on which clarifications are issued by the contracting authority	17 May 2024	16:30hrs Trinidad time
Deadline for submission of tenders	27 May 2024	9:00 a.m. Trinidad Time
Tender opening session	27 May 2024	10:00 a.m. Trinidad time
Notification of award to successful tenderer	10 June 2024	-
End of Standstill period	22 June 2024	-
Signature of the contract	1 July 2024	-

* All times are in the time zone of Guyana

** Provisional date

3 Participation

3.1 Natural persons, companies or undertakings falling into one of the situations set out in Clause 17 of Module 3 of the GPM (available at <https://caricom.org/wp-content/uploads/re-amended-GPM-as-7-Sep-21-2.pdf>) are excluded from participation in and the award of contracts. Tenderers must provide declarations that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium.

3.2 The exclusion situations referred to above also apply to subcontractors. When requested by the **CARICOM Secretariat**, tenderers/contractors must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In cases of doubt

over declarations, the CARICOM Secretariat will request documentary evidence that subcontractors are not in a situation that excludes them.

- 3.3 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the CARICOM Secretariat that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

4 Origin

Unless otherwise provided in the contract or below, all goods purchased under the contract can originate in any country.

5 Type of contract

Global Price

6 Currency

Tenders must be presented in USD

7 Lots

- 7.1 The tenderer may submit a tender for one lot only, several or all of the lots.
- 7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders for part of the quantities required be taken into consideration. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.
- 7.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot.
- 7.4 Contracts will be awarded lot by lot, but the Contracting Authority may select the most favourable overall solution after taking account of any discounts offered.

8 Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

9 Language of tenders

- 9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English.
- 9.2 All correspondence concerning this tender shall be in writing, and shall be addressed emailed to:

Programme Manager

**Procurement
CARICOM Secretariat
Turkeyen
Greater Georgetown
Guyana
Tel: 592 – 222 – 0001 – 6**

Email: selwin.grenion@caricom.org and procurement@caricom.org

10 Submission of tenders

- 10.1 The CARICOM Secretariat must receive the tenders before the deadline specified in 10.2. They must include all the documents specified in point 11 of these Instructions and be delivered either by post of hand to the following address

**Caribbean Court of Justice
134 Henry Street
Port of Spain
Republic of Trinidad and Tobago**

- 10.2 All tenders must be submitted in one envelope, marked ‘original’, and four copies signed in the same way as the original and marked ‘copy’.

Tenderers shall seal the original and each copy of the bid in an inner and outer envelope, duly marking the envelopes as “ original” and “copy”.

The inner and other envelopes shall be addressed to :

- a) **TENDER BOX # 1**
c/o PROGRAMME MANAGER, PROCUREMENT
CARICOM Secretariat
- b) Bear the name **“Support the Establishment and Operationalization of the Caribbean Court of Justice”** and the words **“ DO NOT OPEN”**

- 10.3 All tenders must be received at **TENDER BOX 1, Caribbean Court of Justice, 134 Henry Street, Port of Spain, Republic of Trinidad and Tobago** before the deadline date and time, **27 May 2024 at 9:00 a.m. (Trinidad and Tobago time)**, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by its representative.

- 10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) the above address;
- b) the reference number of this tender procedure, (i.e. 11th EDF/CARIF/CCAT/111-2024);
- c) where applicable, the number of the lot(s) tendered for;
- d) the words ‘Not to be opened before the tender opening session’ in the language of the tender document .
- e) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

11 Content of tenders

All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required.
 - a list of the spare parts and consumables recommended by the manufacturer;
 - a proposal for after-sales service for 2 years;

The technical offer should be presented as per template ([Annex II+III*](#), Contractor's technical offer) adding separate sheets for details if necessary.

• An electronic version of the technical offer

Part 2: Financial offer:

- A financial offer calculated on a DAP¹ basis for the supplies tendered, including if applicable:
 - financial proposal for spare parts and consumables for use for 2 year(s) (with itemised price list);
 - financial proposal for after-sales **services for 2 years**

This financial offer should be presented as per template ([Annex IV*](#), Budget breakdown), adding separate sheets for details if necessary.

• An electronic version of the financial offer

Part 3: Documentation:

To be supplied using the templates attached*:

- 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.

Tenderers are requested to follow the above order of presentation.

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

12 Taxes and other charges

A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Guyana, or any other beneficiary Member State.

¹ DAP (Delivered At Place) — Incoterms 2020 International Chamber of Commerce
<http://www.iccwbo.org/incoterms/>

The CARICOM Secretariat is entitled to duty free concessions and will assist in obtaining the required exemption letters.

13 Additional information before the deadline for submission of tenders

The tender document should be so clear that tenderers do not need to request additional information during the procedure. If the CARICOM Secretariat, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender document, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to **14 days** before the deadline for submission of tenders, specifying the contract **reference number and the contract title** to: procurement@caricom.org and selwin.greion@caricom.org

The CARICOM Secretariat has no obligation to provide clarifications after this date.

Any clarification of the tender document will be provided simultaneously to all tenderers at the latest **ten (10) days** before the deadline for the submission of tenders.

Any prospective tenderers seeking to arrange individual meetings with the CARICOM Secretariat during the tender period may be excluded from the tender procedure.

14 Clarification meeting / site visit

14.1 A clarification meeting / site visit will be held on **3 May 2023 at 3:00 p.m. (Trinidad and Tobago time)** at **Caribbean Court of Justice, 134 Henry Street, Port of Spain, Republic of Trinidad and Tobago** to answer any questions on the tender document, which have forwarded in writing or are raised at the meeting. Minutes will be taken during the meeting and these will be published on the CARICOM Secretariat's website — together with any clarifications in response to written requests which are not addressed during the meeting — at the latest 11 calendar days before the deadline for submission of tenders. No further clarification will be provided after this date. All the costs of attending this meeting will be borne by the tenderers.

14.2 Other than this site visit for all prospective tenderers, no visits by individual prospective tenderers can be organised during the tender period.

15 Alteration or withdrawal of tenders

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in [point 10.3](#). No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with point 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in [point 10.3](#) and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16 Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

17 Ownership of tenders

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

18 Joint-venture or consortium

- 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the CARICOM Secretariat.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the CARICOM Secretariat in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer

19 Opening of tenders

- 19.1 The purpose of the opening session is to check whether the tenders are complete, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2 The tenders will be opened on **27 May 2024 at 10:00 a.m. Trinidad time** at the **Caribbean Court of Justice, 134 Henry Street, Port of Spain, Republic of Trinidad and Tobago** by the appointed committee. The committee will draw up minutes of the meeting, which will be available on request. All bids will be opened in the presence of those tenderers' representatives who may choose to attend. The tenderers' representatives who are present shall sign a register evidencing their attendance. The Secretariat reserves the right to vary this date, depending on the exigencies of Procurement Department.

20 Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the CARICOM Secretariat or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in point 16 of the contract notice are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

- 20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to clause 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

- (a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
- i. where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - ii. except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- (b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

The sole award criteria will be price. The contract will be awarded to the lowest compliant tender.

21 Signature of the contract and performance guarantee

- 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.

24 Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the CARICOM Secretariat. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- (a) the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- (b) the economic or technical parameters of the project have changed fundamentally;
- (c) exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- (d) all technically acceptable tenders exceed the financial resources available;
- (e) there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- (f) the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

In no event will the CARICOM Secretariat be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages.

25 Standstill Period

A standstill period of **twelve (12) days** shall commence the day following the notification to all tenderers of an intention to award a procurement contract to the successful supplier. During this period any unsuccessful tenderer may file an appeal concerning the outcome of the procedure in accordance with the procedure set out in [clause 54D](#) of the GPM.

Failure to timely do so, will waive Tenderer's rights to complaint. Any Consultant who disagrees with final award decision shall not use this complaint procedure merely to obtain a second evaluation.

26 Data Protection

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the Data Protection and Privacy Rules available at <https://caricom.org/wp-content/uploads/CCS-Data-Protection-and-Privacy-Rules-GC.pdf> and with the provisions of the respective financing agreement. To the extent that the contract covers an action financed by a third party funding agency, the Secretariat may share communications related to the implementation of the contract, with the funding agency. These exchanges shall be made to the agency, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural

persons involved in the implementation of the contract (such as contractors, staff, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the third party funding agency. In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) you shall accordingly inform the data subjects of the possible transmission of their data to external institutions and bodies and communicate the above mentioned Data Protection and Privacy Rules to them.

Any personal data requested is done on the authority of the CARICOM Secretariat, who for the purposes of this tender is the contracting authority. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the Secretariat, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Secretariat and to comply with its obligations under its Data Protection and Privacy Rules. The intended recipients of any such data shall be staff of the Secretariat involved in the procurement procedure and contract implementation. Any personal data that is required under this tender is compulsory and any failure to provide same may lead to rejection of the tender. Any person whose personal data is under the control of the Secretariat pursuant to this tender shall have the right to access, modify, correct or delete its data in accordance with the Secretariat's Data Protection and Privacy Rules. For the part of any personal data transferred by to the Secretariat pursuant to this tender, the controller for the processing of personal data carried out within the Secretariat is: -

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