Government of Grenada

PROCUREMENT DOCUMENTS

Bidding Document for Procurement of Goods

One Stage – Two envelope
with Post qualification

Procurement of:

Supply, Delivery and Installation of Inventory Management System (IMS) and Hardware Equipment

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Issued on: 20 July 2026
ICB No: MoH_002/06/2026
Purchaser: Ministry of Health
Country: Grenada

Standard Bidding Document

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PART 1 – Bidding Procedures

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Section I. Instructions to Bidders (ITB)

A. General

1. Scope of Bid	1.1	The Purchaser indicated in Section II, **Bid Data Sheet (BDS)**, issues this Bidding Document for the procurement of Goods and if applicable any Related Services, as specified in Section VII, Supply Requirements. The name, identification, and number of lots (contracts) are **provided in the BDS.**
	1.2	Unless otherwise stated, throughout this Bidding Document: (a) the term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through electronic-procurement system used by the Purchaser) with proof of receipt; (b) if the context so requires, “singular” means “plural’ and vice versa; (c) “Bank” and “CDB” these terms are used interchangeably throughout the Bidding Document, and both mean the Caribbean Development Bank; (d) “Day” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a working day of the Recipient. It excludes the Recipient’s official public holidays; and (e) the terms “Subcontractor” and “Subsupplier” shall have the meanings conferred to them in Clause 1 of the General Conditions of Contract.

2. Source of Funds	2.1	The Recipient of CDB financing (hereinafter called "Recipient") **indicated in the BDS** has applied for or received financing (hereinafter called "funds") from CDB (hereinafter called "CDB" or "the Bank") toward the cost of the project **named in the BDS**. The Recipient intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
	2.2	Payments by the Bank will be made only at the request of the Recipient and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Recipient and the Bank (the Financing Agreement) and will be subject in all respects to the terms and conditions of the Financing Agreement. The Financing Agreement prohibits withdrawal from the financing account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Recipient shall derive any rights from the Financing Agreement or have any claim to the funds.
3. Prohibited Practices and Other Integrity Related Matters	3.1	CDB requires compliance with CDB's policy on Prohibited Practices and Other Integrity Related Matters, as set forth in Section VI, Prohibited Practices and Other Integrity Related Matters.
	3.2	In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), Subcontractors, subconsultants, service providers, suppliers, Subsuppliers and personnel, to permit CDB to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, Bid submission and contract performance (in the case of award), and to have them audited by auditors appointed by CDB.

4. Eligible Bidders	4.1	Bidders shall meet the eligibility criteria as per this ITB and Section V.
		A Bidder may be a firm that is a private entity, a stated-owned owned enterprise or institution, subject to **ITB 4.9**, or any combination of them in the form of a Joint Venture (JV) with the formal intent, as evidenced by a letter of intent, to enter into an agreement or under an existing agreement. In the case of a joint venture, all partners shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Bidding process and during contract execution (in the event the JV is awarded the Contract). Unless **specified in the BDS**, there is no limit on the number of partners in a JV.
	4.2	A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a Subcontractor or Subsupplier in more than one Bid.
	4.4	Bidders or joint venture partners shall have the nationality of an eligible country as detailed in Section V and shall comply with the following: (a) be legally constituted, incorporated or registered in and operates in conformity with the provisions of the laws of an eligible country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be, and have their principal place of business in an eligible country;

	(b) be more than fifty (50) percent beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and (c) shall have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e., more than fifty (50) percent of the value of the contract, will accrue or be paid to Subcontractors or sub-consultants that are not from an Eligible Country.
	4.5 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder: (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Bid; or

	(f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Recipient for the Contract implementation; or (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project **specified in the BDS ITB 2.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with professional staff of the Recipient (or of the project implementing agency, or of a recipient of a part of the financing) who: (i) are directly or indirectly involved in the preparation of the Bidding Document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
	4.6 A Bidder that has been suspended or sanctioned by CDB or MDB Cross-Debarment has been imposed, subject to the provisions of Section VI, shall be ineligible to Bid for or be awarded a CDB-financed contract or benefit from a CDB-financed contract, financially or otherwise, during such period of time as CDB shall have determined or an MDB Debarment or Cross-Debarment is in effect. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**
	4.7 A firm that is under a sanction of debarment by the Recipient from being awarded a contract is eligible to participate in this procurement, unless CDB, at the Recipient's request, is satisfied that the debarment; (a) relates to Prohibited Practices, as defined in Section VI, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

	4.8 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.
	4.9 Bidders that are state-owned enterprise or institutions from an eligible country, as pursuant to Section V, may be eligible to Bid and be awarded a Contract(s) only if they can establish, in a manner acceptable to CDB, that they: (a) are legally and financially autonomous. “Legally autonomous” means a legal entity separate from the eligible country’s government. "Financially autonomous" means not receiving budget support from any public entity, and not being obliged to pass financial surplus to the same, except through dividends to shareholders; and
	(b) operate under commercial law - Being vested with legal rights and liabilities similar to any commercial enterprise, including, being incorporated or established by statutory charter under local law; having the right: (i) to enter into legally binding contracts; (ii) to sue; (iii) to be sued; and (iv) to borrow money, being liable for the repayment of debts and being able to be declared bankrupt.
	4.10 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Recipient’s Country prohibits commercial relations with that country, provided that CDB is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (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, the Recipient's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the project is implemented across jurisdictional boundaries (and more than one country is a Recipient, and is involved in the procurement), then exclusion of a firm or individual on the basis of **ITB 4.10** (a) above by any country may be applied to that procurement across other countries involved, if CDB and the Recipients involved in the procurement agree.
	4.11	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 Goods and Related Services to be supplied under the Contract and financed by the Bank, shall have their source and origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Purchaser's request, Bidders may be required to provide evidence of the origin of Goods and Related Services.
	5.2	For purposes of this ITB, the term "Goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "Related Services" includes services such as insurance, installation, training, and initial maintenance.
	5.3	The term "origin" means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its components.

<table>
<tr><th colspan="2">B. Contents of the Bidding Document</th></tr>
<tr><td>6. Sections of the Bidding Document</td><td>6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</td></tr>
<tr><td></td><td>PART 1 Bidding Procedures
• Section I. Instructions to Bidders (ITB)
• Section II. Bid Data Sheet (BDS)
• Section III. Evaluation and Qualification Criteria
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PART 3 Conditions of Contract and Contract Forms
• Section VIII. General Conditions of Contract (GCC)
• Section IX. Special Conditions of Contract (SCC)
• Section X. Contract Forms</td></tr>
<tr><td></td><td>6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its Bid all information or documentation required by the Bidding Document.</td></tr>
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7. Clarification of the Bidding Document, Site Visit, Pre-Bid Meeting	7.1	A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **indicated in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with **ITB 7.4**. The Purchaser will respond to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Purchaser's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with **ITB 6.3**, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under **ITB 8** and **ITB 22.1**.
	7.2	Where applicable, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for the Goods. The costs of visiting the site shall be at the Bidder's own expense.
	7.3	Pursuant to **ITB 7.2**, where the Bidder and any of its personnel or agents have been granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, the Bidder, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
	7.4	The Bidder's designated representative is invited to attend a pre-Bid meeting and/or a site visit, **if provided for in the BDS.** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

	7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than seven working days before the meeting.
	7.6 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with **ITB 6.3**. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to **ITB 8** and not through the minutes of the pre-bid meeting.
	7.7 Non-attendance at the pre-bid meeting or site visit will not be a cause for disqualification of a Bidder.
8. Amendment of the Bidding Document	8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Document by issuing Addenda.
	8.2 Any Addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Purchaser in accordance with **ITB 6.3.**
	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 22.1**.

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 language **specified in the BDS.** 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 in that language, 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 two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID".
	11.2	The **Technical Part** shall contain the following: (a) **Letter of Bid - Technical Part**: prepared in accordance with **ITB 12;** (b) **Bid Security** or **Bid-Securing Declaration**: in accordance with **ITB 19.1;** (c) **Alternative Bid - Technical Part**: if permissible in accordance with **ITB 13**, the Technical Part of any Alternative Bid;
		(d) **Authorisation**: written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with **ITB 20.3**;

	(e) **Bidder's Eligibility**: documentary evidence in accordance with **ITB 17** establishing the Bidder's eligibility to bid; (f) **Qualifications:** documentary evidence in accordance with **ITB 17** establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
	(g) **Eligibility of Goods and Related Services**: documentary evidence in accordance with **ITB 16**, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder; (h) Conformity: documentary evidence in accordance with **ITB 16**, that the Goods and Related Services conform to the Bidding Document; and (i) any other document **required in the BDS, including where required by ITB 17.2 Manufacturer's Authorisation.**
	11.3 The **Financial Part** envelope shall contain the following: (a) **Letter of Bid – Financial Part**: prepared in accordance with **ITB 12** and **ITB 14**; (b) **Price Schedules**: completed prepared in accordance with **ITB 12** and **ITB 1**4; (c) **Alternative Bid - Financial Part**; if permissible in accordance with **ITB 13**, the Financial Part of any Alternative Bid; (d) any **other document required in the BDS.**

	11.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.
	11.5 In addition to the requirements under **ITB 11.1**, Bids submitted by a JV shall include a copy of the Joint Venture Agreement (JVA) entered into by all members. Alternatively, a letter of intent to execute a JVA in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed JVA.
	11.6 The Bidder shall furnish in the Letter of Bid – Financial information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
12. Letters of Bid and Price Schedules	12.1 The Letter of Bid – Technical Part and Letter of Bid – Financial Part shall be prepared using the relevant form*s* furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITB 20.3.** All blank spaces shall be filled in with the information requested.
13. Alternative Bids	13.1 Unless otherwise **indicated in the BDS**, Alternative Bids shall not be considered. If Alternative Bids are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria
14. Bid Prices and Discounts	14.1 The prices and discounts quoted by the Bidder in the Letter of Bid – Financial Part and in the Price Schedules shall conform to the requirements specified below.

	14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
	14.3 The price to be quoted in the Letter of Bid - Financial Part in accordance with **ITB 12.1** shall be the total price of the Bid, excluding any discounts offered.
	14.4 The Bidder shall quote any unconditional discounts and conditional discounts (as defined in **ITB 14.6**) and indicate the methodology for their application in the Letter of Bid – Financial Part, in accordance with **ITB 12.1**.
	14.5 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 nonresponsive and shall be rejected, pursuant to **ITB 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.
	14.6 If so, specified in **ITB 1.1**, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified 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 conditional discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Conditional discounts shall be submitted in accordance with **ITB 14.4** provided the Bids for all lots (contracts) are opened at the same time.

	14.7 The terms EXW, CIP, 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**.
	14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation 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, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country, in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
	(a) For Goods manufactured in the Purchaser's Country: (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), 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 (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
	(b) For Goods manufactured 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) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
	(c) For Goods manufactured outside the Purchaser's Country, already imported: (i) the price of the Goods, 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, 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 (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
	(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 Supply Requirements, the price of each item comprising the Related Services.
15. Currencies of Bid	15.1	The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise **specified in the BDS.**
	15.2	The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.
16. Documents Establishing the Eligibility and Conformity of Goods and Related Services	16.1	To establish the eligibility of the Goods and Services in accordance with ITB Clause 5, Bidders shall complete the forms, included in Section IV, Bidding Forms.
	16.2	To establish the conformity of the Goods and Related Services to the Bidding Document, 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, Supply Requirements.
	16.3	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 Supply Requirements.
	16.4	The Bidder shall also furnish a list giving full particulars, 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.
	16.5	Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Supply 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 Section VII, Supply Requirements.
17. Documents Establishing the Eligibility and Qualifications of the Bidder	17.1	To establish Bidder's eligibility in accordance with **ITB 4**, Bidders shall complete the Letter of Bid -Technical Part, included in Section IV, Bidding Forms.
	17.2	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 Authorisation using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorised 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.
18. Period of Validity of Bids	18.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Purchaser or any extended date if amended by the Purchaser in accordance with **ITB 8**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with **ITB 22.1**). A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
	18.2 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 19**, the Bidder granting the request shall also extend the Bid Security for twenty-eight (28) days beyond the deadline of the extended validity 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 18.3**.
	18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows: (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS;** (b) in the case of adjustable price contracts, no adjustment shall be made; (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security or Bid Securing Declaration	19.1	The Bidder shall furnish with the Technical Part of its Bid, the original of either a Bid-Securing Declaration or a Bid Security, as **specified in the BDS**, using the relevant form included in Section IV, Bidding Forms. In the case of a Bid Security, the Bid Security amount and currency shall be as **specified in the BDS.**
	19.2	A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
	19.3	If a Bid Security is specified pursuant to **ITB 19.1**, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option: (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company); (b) an irrevocable letter of credit; (c) a cashier's or certified check; or (d) another form of security **specified in the BDS** from a reputable source from an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser's Country, the issuer shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Purchaser prior to bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight days (28) beyond the original validity period of the Bid, or beyond any period of extension if requested under **ITB 18.2**.
	19.4	If a Bid Security is specified pursuant to **ITB 19.1**, any Bid not accompanied by a substantially responsive Bid Security

		or Bid-Securing Declaration shall be rejected by the Purchaser as non- responsive.
	19.5	If a Bid Security is specified pursuant to **ITB 19.1**, 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 50.**
	19.6	The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
	19.7	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 in the Letter of Bid or any extension thereto provided by the Bidder; or (b) if the successful Bidder fails to: (i) sign the Contract in accordance with **ITB 49**; or (ii) furnish a Performance Security in accordance with **ITB 50**.
		The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent referred to in **ITB 4.2** and **ITB 11.5**.
	19.8	If a Bid Security is not required **in the BDS**, pursuant to **ITB 19.1**, and

	(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or (b) if the successful Bidder fails to: sign the Contract in accordance with **ITB 49**; or furnish a Performance Security in accordance with **ITB 50;** the Recipient may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**.
20. Format and Signing of Bid	20.1 The Bidder shall prepare the Bid, in accordance with **ITB 11** and **ITB 21** and the number of copies **specified in the BDS**. 20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
	20.3 The original and all copies of the Bid (Technical and Financial Parts) shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation as **specified in the BDS** and shall be attached to the Technical Part. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.
	20.4 In case the Bidder is a JV, the Bid shall be signed by an authorised representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorised representatives.

	Any amendments, 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	
21. Sealing and Marking of Bids	21.1 The Bidder shall submit a signed and complete Bid comprising the documents and forms in accordance with **ITB 11**. The submission can be done by mail or by hand. When so **specified in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures **specified in the BDS.**
	21.2 The signed Technical Part and Financial Part shall be marked "ORIGINAL", and the copies of each Part marked "COPY" as appropriate. The number of copies is **indicated in the BDS**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 21.3 The original and all the copies of the Technical Part shall be placed inside of a sealed envelope clearly marked "TECHNICAL PART", "[Title of the Goods]", [reference number], [name and address of the Bidder], and with a warning "DO NOT OPEN UNTIL [DATE AND THE TIME OF THE TECHNICAL PART SUBMISSION DEADLINE **INDICATED IN THE BDS**]."
	21.4 Similarly, the original and all the copies of the Financial Part shall be placed inside of a sealed envelope clearly marked "FINANCIAL PART", "[Title of the Goods]", [reference number], [name and address of the Bidder], and with a warning "DO NOT OPEN WITH THE TECHNICAL PART."
	21.5 The sealed envelopes containing the Technical and Financial Parts shall be placed into one, outer envelope and sealed. This outer envelope shall bear the submission address, ICB reference number, the Title of the Goods,

		Bidder's name and the address, and shall be clearly marked "TECHNICAL AND FINANCIAL PARTS - DO NOT OPEN BEFORE [insert the time and date of the submission deadline **indicated in the BDS]".**
	21.6	If the envelopes and packages with the Bid are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement, loss or premature opening of the Bid.
	21.7	If Alternative Bids are permitted in accordance with **ITB 13**, the Alternative Bids shall be submitted as follows: the original of the Alternative Bid Technical Part and the required copies per **the BDS** shall be placed in a sealed envelope marked "ALTERNATIVE BID – TECHNICAL PART" and the Financial Part and copies shall be placed in a sealed envelope marked "ALTERNATIVE BID – FINANCIAL PART" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "ALTERNATIVE BID"
	21.8	The envelope marked ALTERNATIVE BID" shall be enclosed in the envelope containing the TECHNICAL AND FINANCIAL PARTS of the Bid, as described in **ITB 21.7**.
22. Deadline for Submission of Bids	22.1	Bids must be received by the Purchaser at the address specified in **ITB 21.1** and no later than the date and time **indicated in the BDS**. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with **ITB 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.
23. Late Bids	23.1	The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with
		ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids	24.1 A Bidder may withdraw, substitute, or modify the Technical or Financial Parts of its Bid after it has been submitted, and before the deadline for submission of Bids, by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with **ITB 20.3**, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be: (a) prepared and submitted in accordance with **ITB 20** and **ITB 21** (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution (*Technical Part and/or Financial Part*)," "Modification (*Technical Part and/or Financial Part*);" and (b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with **ITB 22**. 24.2 Bids requested to be withdrawn in accordance with **ITB 24.1** shall be returned unopened to the Bidders. 24.3 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 in the Letter of Bid – Technical Part and repeated in the Letter of Bid - Financial Part, or any extension thereof.
25. Public Opening of Technical Part of Bids	25.1 Except as in the cases specified in **ITB 23** and **ITB 24.2**, the Purchaser shall, at this Bid opening, publicly open and read out, in accordance with the Bidding Document, all
	Technical Parts of Bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic Procurement is

		permitted in accordance with **ITB 21.1**, shall be as **specified in the BDS**.
	25.2	First, the written notice of withdrawal in the envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorised to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at Bid opening.
	25.3	Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at Bid opening.
	25.4	Next, envelopes 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 authorisation to request the modification and is read out at Bid opening. Only Bids that are opened and read out at Bid opening shall be considered further.
	25.5	Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "FINANCIAL PART" shall remain sealed and kept by the Purchaser in safe custody until they are opened at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked "TECHNICAL PART" the Purchaser shall read out: the name of the Bidder and any previously read out Modifications; an Alternative Technical Part; the presence

	or absence of a Bid Security, or Bid-Securing Declaration, if required and any other details as the Purchaser may consider appropriate. 25.6 Only the Technical Parts of Bids and Alternative - Technical Parts that are read out at Bid opening shall be considered further in the evaluation. The Letter of Bid – Technical Part and the separate sealed envelope marked “FINANCIAL PART” are to be initialed by representatives of the Purchaser attending Bid opening in the manner **specified in the BDS**. 25.7 At the Bid opening the Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with **ITB 23.1**). 25.8 Following the opening of the Technical Part of the Bids the Purchaser shall prepare a record that shall include, as a minimum: (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification; (b) the presence or absence of a duly sealed envelope marked “FINANCIAL PART”; (c) the presence or absence of a Bid Security or Bid-Securing Declaration; and (d) if applicable, any Alternative Bid- Technical Part. 25.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders that met the deadline for submitting Bids.

E. Evaluation and Comparison of Bids – General Provisions		
26. Confidentiality	26.1	Information relating to the evaluation of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders, in accordance with **ITB 44** or in the case of a Standstill Period an Intention to Award the Contract is transmitted to all Bidders in accordance with **ITB 42.**
	26.2	Any attempt by a Bidder to influence improperly the Purchaser in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
	26.3	Notwithstanding **ITB 26.2,** 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.
27. Clarification of Bids	27.1	To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid, allowing a reasonable time for response. Any clarification submitted by a Bidder 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 34.1.**
	27.2	If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

28. Deviations, Reservations, and Omissions	28.1 During the evaluation of Bids, the following definitions apply: (a) “Deviation” is a departure from the requirements specified in the Bidding Document; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and (c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.
29. Nonconformities, Errors and Omissions	29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid that do not constitute a material deviation, reservation or omission. 29.2 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.
	29.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.

F. Evaluation of Technical Part	
30. Determination of Responsiveness of Technical Part	30.1 The Purchaser will examine the Technical Part including any Alternative Bids Technical Part submitted by Bidders to determine whether they are complete, have been properly signed, and are generally in order.
	30.2 The Purchaser's determination of a Technical Part's substantial responsiveness is to be based on the contents of the Bid itself. For purposes of this determination, a substantially responsive Bid is one that materially conforms to the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Goods specified in the Contract; or (ii) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
	(b) if rectified, would unfairly affect the competitive position of other Bidder presenting substantially responsive Bids.
	30.3 Provided that a Technical Part is substantially responsive, the Purchaser may waive any nonmaterial nonconformity in the Bid. 30.4 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 in the Bid related to documentation requirements.

31. Evaluation of Technical Parts	31.1 For Bidders with Bids that have been determined to be substantially responsive, the Purchaser shall apply the criteria and methodologies described **in the BDS** and Section III, Evaluation and Qualification, to evaluate the Technical Part. Any scores to be given to technical factors and sub-factors are **specified in the BDS**. No other evaluation criteria or methodologies shall be permitted.
32. Qualification of the Bidders	32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the Bidding Document, meet any minimum technical score and the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria. The Purchaser reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of a Bidder to perform the contract. 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 17**. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors (other than specialised Subsuppliers or Subcontractors if permitted in the Bidding Document), Subsuppliers or any other firm different from the Bidder.
G. Public Opening of Financial Parts of Bids	
33. Public Opening of Financial Parts	33.1 Following the completion of the evaluation of the Technical Parts of Bid, the Purchaser shall: (a) notify in writing those Bidders whose Technical Parts were considered substantially non-responsive, including failed to meet any minimum technical score or qualification requirements in the Bidding Document, advising them of the following information:

	(i) the grounds on which their Technical Part has been considered to be non-responsive;
	(ii) their envelope marked "Financial Part" will be returned to them unopened after the completion of the Bid evaluation process and the signing of the Contract;
	(b) simultaneously, notify in writing those Bidders whose Bids were considered substantially responsive including meeting any minimum technical score and qualification requirements in the Bidding Document, advising them that their Bid has been evaluated as substantially responsive to the Bidding Document; and (c) notify all Bidders the date, time and location of the public opening of the envelopes marked 'Financial Part" The opening date should allow Bidders sufficient time to make arrangements for attending the opening. 33.2 The Financial Parts will be opened in public by the Purchaser in the presence of Bidders, or their designated representatives, and anyone else who chooses to attend. Bidders whose Bids were responsive, met the Qualification and evaluation Criteria will have their envelopes marked "FINANCIAL PART" opened at the second public opening. Each envelope marked "Financial Part" shall be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Purchaser. Where envelopes with Financial "Substitutions" or "Modifications" were received before the deadline for the submission of Bids they shall be dealt with as those for the Technical parts detailed in **ITB 25.3** and **25.4**. 33.3 The Purchaser shall read out the names of each Bidder, and the score of the Technical Part, and the total Bid Price, per

	lot (contract) if applicable, including any conditional or unconditional discounts, the presence or absence of an Alternative Bid, if required and any other details as the Purchaser may consider appropriate. 33.4 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at the public opening shall be considered for evaluation. The Letter of Bid - Financial and the Financial Part (Price schedules) are to be initialed by representatives of the Purchaser attending the opening of the Financial Part in the manner **specified in the BDS.** 33.5 The Purchaser shall neither discuss the merits of any Bid nor reject any envelopes marked "FINANCIAL PART". 33.6 The Purchaser shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum: (a) the name of the Bidders whose Financial Part was opened and where relevant the scores of their Technical Parts; (b) the Bid prices, per lot (contract) if applicable, including any unconditional or conditional discounts; and (c) if applicable, any Alternative Bid - Financial Part. 33.7 The Bidders whose envelopes marked "Financial Part" have been opened, or their representatives who are present, shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
H. Evaluation of Financial Parts	
34. Evaluation of Financial Parts	34.1 To evaluate the Financial Part of each Bid, the Purchaser shall consider the following:
	(a) establish that the Financial Part is responsive.

	(b) will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with **ITB 14**; (c) price adjustment for correction of arithmetic errors in accordance with **ITB 35.1**; (d) price adjustment due to discounts offered in accordance with **ITB 14.4;**
	(e) converting the amount resulting from applying (b) to (d) above, if relevant, to a single currency in accordance with **ITB 36;**
	(f) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITB 29.3**; (g) price adjustment due to application of a Margin of Preference, as applicable, in accordance with **ITB 37**; and (h) any additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.
	34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
	34.3 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria and any unconditional discounts. Conditional discounts based on the award of more than one lot, or slice shall only be considered after the MABs are identified for each lot.

	34.4 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;
	34.5 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 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, where applicable, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in **ITB 34.1(g).**
35. Correction of Arithmetical Errors	35.1 In evaluating the Financial Part of each Bid, 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.
	35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with **ITB 35.1** and **ITB 35.2**, shall result in the rejection of the Bid.
36. Conversion to Single Currency	36.1 For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted in a single currency as **specified in the BDS.**
37. Margin of Preference	37.1 Unless otherwise **specified in the BDS**[1], a margin of preference shall not apply.
38. Comparison of Financial Parts	38.1 The Purchaser shall compare the evaluated Price of the Bids to determine the Bid that has the lowest evaluated Price, including unconditional discounts. The comparison shall be
	on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Purchaser's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale and delivery of the Goods.

[1] An individual firm is considered a regional Bidder for purposes of the margin of preference if it is registered in a CDB borrowing member country (BMC), has more than 50 percent ownership by nationals of CDB BMCs. JVs are considered as regional Bidders and eligible for regional preference only if the individual member firms are registered in a BMC or have more than 50 percent ownership by nationals of CDB's BMCs, and the JV shall be/is registered in

a BMC. JVs between firms who are not from CDB's BMC and national firms will not be eligible for regional preference.

I. Combined Evaluation - Technical and Financial Parts	
39. Evaluation of combined Technical and Financial Parts	39.1 The Purchaser shall undertake the combined evaluation of Technical and Financial Parts by applying the weightings described in Section III, Evaluation and Qualification Criteria and as **specified in the BDS**. This results in combined Technical and Financial scores. From these combined scores the Purchaser will rank the Bids, from the highest score (highest ranked Bid), to the lowest score (lowest ranked Bid).
40. Most Advantageous Bid	40.1 Following the combined evaluation of Technical and Financial Parts, as specified in **ITB 39.1**, and before the award of Contract, and if applicable after applying conditional discounts and Negotiations, the Purchaser shall determine the Most Advantageous Bid or Bids, if applicable.
	40.2 The Most Advantageous Bid is the Bid of the Bidder that substantively meets the Qualification Criteria, and whose Bid has been determined to be: (a) substantially responsive to the Bidding Document; and (b) the highest ranked Bid.
41. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids	41.1 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. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
42. Standstill Period	42.1 Where it is **specified in the BDS** that a standstill period applies, the Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with **ITB 48.2(b)**. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder

		the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognised by CDB, the Standstill Period shall not apply.
43. Negotiations	43.1	If **specified in the BDS**, the Purchaser may conduct Negotiations. This may happen following the combined evaluation of Technical and Financial Parts), and before the award of Contract. The procedure of the Negotiations will be **specified in the BDS**.
44. Notification of Intention to Award	44.1	Subject to **ITB 42.1** specifying that a standstill period applies, the Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
		(a) the name and address of the Bidder submitting the successful Bid; (b) the Contract price of the successful Bid; (c) the total combined score of the successful Bid;
		(d) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices and technical scores (if applicable); (e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful; (f) the expiry date of the Standstill Period; and (g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.
	J. Award of Contract	
45. Award Criteria	45.1	Subject to **ITB 41**, the Purchaser shall award the Contract
		to the Bidder offering the Most Advantageous Bid. This is

	the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in **ITB 40**, provided that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.
46. Purchaser's Right to Vary Quantities at Time of Award	46.1 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, Supply 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 Document
47. Notification of Award	47.1 Prior to the expiration of the Bid Validity Period and upon expiry of a Standstill Period, if specified in **ITB 42.1** or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
	47.2 Within two (2) weeks after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Purchaser; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;

	(d) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
	47.3 The Contract Award Notice shall be published on the Purchaser's website with free access, or, if not available, in at least one newspaper of national circulation in the Purchaser's country, or in the official gazette. The Contract Award Notice shall also be published by the Recipient on UNDB's website. 47.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
48. Debriefing by the Purchaser	48.1 Where a standstill period is not employed, any Bidder who wishes to ascertain the grounds on which its Bid was not selected, may request an explanation from the Purchaser once the Contract Award Notice has been published. The Purchaser shall promptly provide an explanation of why such Bid was not selected. The debriefing shall not include point-by-point comparisons with another Bid(s) and information that is confidential or commercially sensitive to other Bidders.
	48.2 Where a standstill period is employed: (a) on receipt of the Purchaser's Notification of Intention to Award referred to in **ITB 42.1**, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline;
	(b) where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser

	decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period; and
	(c) where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period. 48.3 The debriefings of unsuccessful Bidders referred to in 48.1 and 48.2 may be done in writing or verbally at the option of the Purchaser. The Bidder shall bear their own costs of attending such a debriefing meeting.
49. Signing of Contract	49.1 The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement. 49.2 The successful Bidder shall sign, date and return to the Purchaser the Contract Agreement within twenty-eight (28) days of its receipt.
	49.3 Notwithstanding **ITB 49.2** 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, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and CDB that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorisations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract Agreement.
50. Performance Security	50.1	Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.
	50.2	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 Security Declaration. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.
51. Procurement Related Complaints	51.1	The procedures for making a Procurement-related Complaint are as **specified in the BDS.**

Section II - Bid Data Sheet (BDS)

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.

A. General	
ITB 1.1	The Purchaser is: **Ministry of Health** The name of the ICB is: **Supply, Delivery and Installation of Inventory Management System (IMS) and Hardware Equipment.** The identification number of the ICB is: **MoH_002/06/2026** The number and identification of lots (contracts) comprising this ICB is: Lot 1: **Inventory Management System (Software & Licenses)** Lot 2: **Thermal Label Printers: Qty 42** **Barcode Reader Scanners- High Volume: Qty 5** **Barcode Reader Scanners- Low Volume: Qty 37** **Printer/Copier/Scanner: Qty 5** **Direct Thermal Tri-Labels: QTY 4,000**
ITB 1.2	Electronic – Procurement System The Purchaser shall use the following electronic-procurement system to manage this Bidding process: https://in-tendhost.co.uk/GND/aspx/Home. The electronic-procurement system shall be used to manage the following aspects of the Bidding process: **Tendering Process- Issuance of the bidding document, clarifications and submission of bids.**
ITB 2.1	The Recipient of CDB Financing is: **Ministry of Health** The name of the Project is: **Health Sector Strengthening Project (the Project).**

ITB 4.2	Maximum number of members in the JV shall be: **Two (2) members.**
ITB 4.6	A list of firms and individuals publicly debarred under MDB Debarment and MDB Cross-Debarment (see footnotes 2 and 3 in Section 1 defining these terms) are available at: Asian Development Bank: https://www.adb.org/site/integrity/sanctions African Development Bank: https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures European Bank for Reconstruction and Development: https://www.ebrd.com/ineligible-entities.html Inter-American Development Bank: https://www.iadb.org/en/transparency/sanctioned-firms-and-individuals World Bank: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms **Caribbean Development Bank: https://www.caribank.org/about-us/corporate-governance/office-integrity-compliance-and-accountability/sanctioned-individuals-and-firms**
	B. Contents of Bidding Document
ITB 7.1	For **clarification purposes** only, the Purchaser's address is: Attention: **Chief Procurement Officer, Central Procurement Unit, Ministry of Finance** Street Address: **2nd Floor, Galleria Mall** Floor/Room number: **First Floor** City: **St George** ZIP Code: **Not Applicable.** Country: **Grenada** Telephone: **1 (473) 405 7071** **Electronic mail addresses: terrencevictor@procurement.gov.gd and copy cpu@gov.gd**
ITB 7.4	A Pre-Bid meeting **shall take place** at the following date, time and place: Date: **03 August 2026** Time: **3pm Grenada Time Zone** Place: **Virtual Meeting using MS Teams** A site visit conducted by the Purchaser **shall not** be organized

C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.1 (i)	The Bidder shall submit with its Bid the following documents: The Bid shall comprise two Parts, namely the **Technical Part** and the **Financial Part.** These two Parts shall be submitted as two distinct documents (two-envelope process). One **document** shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two documents shall be separate and each marked "ORIGINAL BID".
ITB 11.2	The **Technical Part** shall contain the following: • **Letter of Bid - Technical Part**: prepared in accordance with **ITB 12** using the relevant form*s* furnished in Section IV, Bidding Forms • **Bid-Securing Declaration** in accordance with **ITB 19** using the relevant form*s* furnished in Section IV, Bidding Forms. • **Written confirmation (Power of Attorney)** authorising the signatory of the Bid to commit the Bidder, in accordance with **ITB 20.3.** The technical part should be duly signed by the authorised person. • **Manufacturer's Authorisation** if the bidder is not the one who designed and innovated (manufacturer) the software (IMS) in accordance with clause **17.2** using the relevant form*s* furnished in Section IV, Bidding Forms. • **Manufacturer's confirmation letter stating the bidder is a dealer/distributor for hardware equipment.** • Attach copies of **original articles of incorporation** or documents of constitution, and documents of registration of the legal entity. • In case of state-owned enterprises or institutions provide (i) legal and financial autonomy and (ii) operation under commercial law. • Documentary evidence to show that the vendor has specialized experience and application products targeting

	Inventory Management System for health products (medicines & medical consumables) or equivalent health products. • The bidder shall provide a Gantt Chart to demonstrate the design and implementation strategy. Design, deployment, system configuration, data migration, systems integration, go live set up, rollout plan and training plan. Provide a summary not more than two pages of the proposed Gantt Chart to outline the various activities. • Demonstrate that the bidder has at least 5 years of experience in managing Inventory Management System for health products or similar goods in the Caribbean or similar environments. • Documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the Bidding Document such as **Product Brochures or Data or equivalent source of documentary evidence to confirm capacity to deliver Inventory Management System, Hardware and related services.** • **Signed Technical Specifications Forms.** • Documentary evidence of having supplied similar items (by value, quantity, and specification) to at least two other Purchasers during the past five (5) years. This may be in the form of a statement from the purchaser/customer or a copy of a signed delivery note. • Include **four (4) Curriculum Vitae** of key experts. to show their qualification and experience. Staff include Project Manager / System Configuration Specialist (Team Lead), Information Technology Expert (Solution Architect & Training Lead) and two Support Trainers. • Bidder shall provide copies of Audited Accounts for three (3) years (2022 to 2024). If audited financial statements are not required under the laws of the bidder's country, the bidder may submit other evidence of financial capacity for the same period, such as certified financial statements, tax returns, or bank statements. • Prohibited Practices and Other Integrity Related Matters for CDB under section VI.

	• Signed European Investment Bank (EIB) Covenant of Integrity under section VI.
ITB 11.2	The **Financial Part** envelope shall contain the following: • **Letter of Bid** – **Financial Part**: prepared in accordance with **ITB 12** and **ITB 14.** • **Price Schedules**: completed prepared in accordance with **ITB 12** and **ITB 1**4. • **Financial Capability**: Bidder shall provide copies of Audited Accounts for the last three (3) years (2022 to 2024. If audited financial statements are not required by the laws of the bidder's country, the bidder might submit demonstrating the bidder's financial capacity, such as certified financial statements, tax returns, or bank statements for the same period.
ITB 13.1	Alternative Bids **shall not be** permitted.
ITB 14.5	The prices quoted by the Bidder **shall not** be subject to adjustment during the performance of the Contract.
ITB 14.6	Prices quoted for each lot (contract) shall correspond at least **to One Hundred Percent (100%)** of the items specified for each contract. Prices quoted for each item of a lot shall correspond at least to One **Hundred Percent (100%)** of the quantities specified for that item in the lot.
ITB 14.7	The version of the Incoterms is: **INCOTERMS 2020**
ITB 14.8 (a) (iii), (b) (ii), (c) (v)	Place of destination: **Central Medical Stores, Ministry of Health.**
ITB 14.8 (b) (i)	Final Destination (Project Site): **Central Medical Stores, four (4) hospitals, thirty-two dispensaries and three (3) institutions. The Inventory Management System software shall be installed at all facilities, included in Technical Specifications Annex 1.**
ITB 15.1	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.

ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): spare parts should be available for a minimum period of five (5) years after commissioning **for Inventory Management System and not less than two (2) years for hardware equipment as stipulated in the specifications**.
ITB 17.2 (a)	Manufacturer's authorization is: **Required for non-manufacturers.** For the Inventory Management System Software, a Manufacturer Authorization is required. For hardware equipment bidders are expected to provide documentary evidence to show that they are authorised dealer/distributor of the items
ITB 17.2 (b)	After sales service is: Lot 1: **Inventory Management System (Software & Licenses) in relation to upgrades, training and licenses.** Lot 2: **Thermal Label Printers: Qty 42** **Barcode Reader Scanners- High Volume: Qty 5** **Barcode Reader Scanners- Low Volume: Qty 37** **Printer/Copier/Scanner: Qty 5** **Direct Thermal Tri-Labels: QTY 4,000** Spares parts/accessories and other related services for Lot 2 **NOTE** The Service Level Agreement (SLA) shall address: **System Availability and Uptime, Performance Requirements, Helpdesk and Technical Support and Preventive and Corrective Maintenance. Details of requirements are under the technical specifications.**
ITB 18.1	The Bid validity period shall be**: Ninety (90) days**
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor(s): **Not Applicable**
ITB 19.1	A Bid-Securing Declaration **shall be** required.
ITB 19.3 (d)	Other types of acceptable securities: _**None**
ITB 19.9	If the Bidder performs any of the actions prescribed in ITB 19.9 (a) or (b), the Recipient will declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of **Two (2) years**, starting from the Deadline for Submission of Bids.

ITB 20.1	In addition to the original of the Bid, the number of copies is: **Electronic only one Original of technical proposal and one original financial proposal.**
ITB 20.3	The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: **Power of Attorney**
D. Submission and Opening of Bids	
ITB 21.1	For Bid submission purposes only, the Purchaser's address is: For **Bid submission purposes** only, the Purchaser's address is: Attention: **Chairman, Public Procurement Board** Street Address: **Grand-Anse** Floor/Room number: **2nd Floor, Galleria Mall** City: S**t George** ZIP Code: Not Applicable. Country: **Grenada** **The deadline for Bid submission is:** Date: **Friday 28 August 2026** Time: 2**.00 pm Grenada time.** Bidders **shall** submit their Bids electronically. Bidders shall submit their Bids electronically; the electronic Bidding submission procedures shall be https://in-tendhost.co.uk/GND/aspx/Home before and by 2**.00 pm Grenada time on Friday 28 August 2026.** **All bids submitted after 2:00 pm on Friday 28 August 2026 Grenada time shall be disqualified.**
ITB 22.1	The deadline for Bid submission is: **Friday 28 August 2026.** Date: **Friday 28 August 2026.** Time: **2:00 pm Grenada time**
ITB 25.1	The electronic Bid opening procedures shall be: **Teams Link shall be provided to all bidders who have submitted bids to join the Bid opening session at 2.30 pm on Friday 28 August 2026.**
ITB 25.6	The Letter of Bid – Technical Part and marked "Technical Envelope" shall be recorded by **the Chief Procurement Officer, Central Procurement Unit, Ministry of Finance and**

	Procurement Officer representatives of the Purchaser conducting Bid opening.
E. Evaluation and Comparison of Bids – General Provisions	
F. Evaluation of Technical Parts of Bids	
ITB 31.1	This evaluation methodology applies to **Lot 1: IMS only**. Evaluation for **Lot 2: Hardware shall be on PASS/FAIL Basis**. Evaluation will be done for Inventory Management System The technical factors and sub factors and the corresponding scores out of 100% are: (a) Functional Requirements (all IMS modules included in the technical specifications) **20 Points** (b) **Operation Effectiveness**: The bidder should provide a Gantt Chart to demonstrate the design and implementation strategy. Deployment plan, system configuration, data migration, systems integration, go live set up, rollout plan and training plan. **30 Points** (c) Bidders should provide **four (4) CV for key staff** to show their qualification and experience. Staff include Project Manager / System Configuration Specialist (Team Lead) 10 Points, Information Technology Expert (Solution Architect & Training Lead) 10 Points and two Support Trainer 5 Points each. Total 3**0 Points** (d) **Software:** Proven knowledge and experience SQL database management or an open- source database system such as PostgreSQL or equivalent. **10 Points** (e) **Quality of the proposed Service Level Agreement. 10 Points** **Technical account for 30 points in the combined technical and financial evaluation.**
ITB 31.2	ITB 34.7 The Purchaser **does not intend** to execute certain specific parts of the Goods by Sub suppliers or Subcontractors selected in advance (Nominated Sub suppliers or Nominated Subcontractors).
ITB 31.3	**NOT APPLICABLE**

	The parts of the Goods for which the Purchaser permits Bidders to propose Specialised Sub suppliers or Subcontractors are designated as follows: a. ________________ b. ________________ c. ________________ For the above-designated parts of the Goods that may require Specialised Sub suppliers or Subcontractors, the relevant qualifications of the proposed Specialised Sub suppliers or Subcontractors will be added to the qualifications of the Bidder for the purpose of evaluation.
G. Public Opening of Financial Parts of Bids	
ITB 33.4	The Letter of Bid – Financial Part shall be initialed by the Secretary of the Public Procurement Board and Project Coordinator representatives of the Purchaser conducting Bid opening. Each Bid shall be initialed by all representatives and shall be numbered.
H. Evaluation of Financial Parts	
ITB 34.1 (b)	Evaluation will be done for "Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total evaluated price so determined will be used for price comparison. **Both Lot 1 and 2 shall be awarded to one bidder to facilitate smooth contract management, implementation and simplify the evaluation process.** **NOTE** If no bidder provides the most advantageous offer for both lots together, the purchaser may divide the lots and award them to two different bidders.
ITB 34.5	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: **NO** (b) Deviation in payment schedule: **YES**

	(c) the cost of major replacement component, mandatory spare parts, and service: **YES** (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the Bid: **YES** (e) Life cycle costs: the costs during the life of the goods or equipment: NO (f) the performance and productivity of the equipment offered: **YES**
ITB 36.1	The currency that shall be used for bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is: **Eastern Caribbean Currency** The source of exchange rates shall be: **Eastern Caribbean** C**entral Bank** The date for the exchange rate shall be: C**losing date of submission of bids**
ITB 37.1	A margin of regional preference **shall not** apply.
I. Combined Evaluation - Technical and Financial Parts	
ITB 39.1	The weight to be given for evaluated price is: **Technical: 30%** **Financial: 70%**
ITB 42.1	A standstill period **shall not** apply. Any Bidder who wishes to ascertain the grounds on which its Bid was not selected may request an explanation from the Purchaser once the Contract Award Notice has been published.
ITB 43.1	Negotiation: **Applies** If negotiation applies, the procedure will be: Technical Negotiations - **include discussions of the Supply Requirements, Purchaser's inputs (if applicable), Special Contracts Conditions. These discussions shall not substantially alter the original scope of the Goods or the terms of the Contract,**

	lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. Financial Negotiations - **include the clarification of the Supplier's tax liability in the Purchaser's country and how it should be reflected in the Contract.** As the selection method included cost as a factor in the evaluation, the evaluated price stated in the Financial Part for a Lump-Sum contract shall not be negotiated.
J. Award of Contract	
ITB 46.1	The maximum percentage by which quantities may be increased is: **FIFTEEN PERCENT (15%). This applies to hardware and licenses only.** The maximum percentage by which quantities may be decreased is: **FIFTEEN PERCENT (15%). This applies to hardware and licenses only.**
ITB 51.1	The procedures for making a Procurement-related Complaint are detailed in the Procurement Procedures for CDB Financed Projects, January 2021 (Annex 3).

Section III. Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate a Bid and qualify the Bidders. No other factors, methods or criteria shall be used other than specified in this Bidding Document.

Table of Criteria

Section III. Evaluation and Qualification Criteria

The Purchaser shall use the criteria and methodologies listed in this Section to determine the Most Advantageous Bid as defined in **ITB 40.2**. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria, and whose Bid has been determined to be:

(a) substantially responsive to the Bidding Document;

and

(b) the highest ranked Bid.

1. TECHNICAL PART

1.1 Responsiveness and Eligibility Criteria (ITB 4, ITB 17 and 30)

The Purchaser shall assess each Bid to determine it is responsive and the Bidder eligible, in accordance with Criteria in **ITB 4, ITB 17** and **30**, including:

(i) Manufacturer's authorisation: A Bidder who does not manufacture an item/s where a manufacturer authorisation is required in accordance with BDS **ITB 17.2 (a)**, the Bidder shall provide evidence of being duly authorised by a manufacturer (Manufacturer's Authorisation Form, Section IV, Bid Forms), meeting the criteria in item 1.3 Qualification Criteria (d) (i) and (ii) below, to supply the Goods;

(ii) A Bidder who does not manufacture an item/s where a manufacturer authorization is not required in accordance with BDS **ITB 17.2 (a),** the Bidder shall submit documentation on, its status as a supplier, to the satisfaction of the Purchaser (e.g., authorized dealer/distributor of the items).

1.2 Technical Evaluation (ITB 31)

For those Bids found to be responsive and Bidders are eligible, the Technical Parts are to be evaluated against the criteria defined in **ITB BDS 31.1** and this Section III. The resulting total technical score will be weighted in accordance with the defined weighting for the Technical Part in **ITB 31.1**
The technical evaluation shall be applied in the following parameters:

(a) **Functional Requirements** (all IMS modules included in the technical specifications) 20 Points;

(b) **Operation Effectiveness**: The bidder should provide a Gantt Chart to demonstrate the design and implementation strategy. Deployment plan, system configuration, data migration, systems integration, go live set up, rollout plan, training plan. **30 Points**

(c) Bidders should provide **four (4) CV for key staff** to show their qualification and experience. Staff include Project Manager / System Configuration Specialist (Team Lead) **10 Points**, Information Technology Expert (Solution Architect & Training Lead) **10 Points** and two Support Trainer 5 Points each. Total 3**0 Points**

(d) **Software:** Proven knowledge and experience SQL database management or an open-source database system such as PostgreSQL or equivalent. 10 **Points**

(e) Quality of the proposed Service Level Agreement. 10 Points

Total Score: 100 and Minimum Points: 70

Technical Score accounts for 30 Points in the combined evaluation.

RATING DEFINITIONS

EXCELLENT	100% = 1.0	Substantially exceeds procuring entity requirements
VERY GOOD	80% = 0.8	Meets procuring entity requirements. All parameters included.
ACCEPTABLE	70% = 0.7	Barely meets procuring entity requirements. One parameter missing or not well defined.
DEFICIENT	50% = 0.5	Lacking essential elements, with possible negative impacts on performance. More than one parameter missing.
NOT RESPONSIVE	0% = 0.0	Misinterprets requirements or does not provide enough information for a higher rating

1.3 Qualification Criteria (ITB 32)

The Purchaser shall assess each Bidder against the following Qualifications Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.
The evaluation shall be on Pass/Fail basis

(a) General Experience: The vendor should have specialized experience and application products targeting Inventory Management System for health products (medicines & medical consumables) or equivalent health products. At least 5 years of experience in managing Inventory Management System for health products or similar goods in the Caribbean or similar environments.

(b) Financial Capability: The Bidder shall submit **audited financial statements for three (3) years (2022 to 2024)**. If audited financial statements are not required under the laws of the bidder's country, the bidder may submit other evidence of financial capacity for the same period, such as certified financial statements, tax returns, or bank statements. For a joint venture, this requirement shall be met by each member.

(c)Specific Experience: The Bidder shall demonstrate that it has successfully completed **at least two (2) contracts** within the **last five years** prior to bid submission deadline, each with a value of **at least USD 200,000** (Two hundred thousand United States Dollars) that have been successfully and substantially completed and that are similar in nature and complexity to the Goods and Related Services under the Contract. For a joint venture, this requirement may be met by all members combined.

(d) Documentary Evidence: The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirements: Procurement Module, Full prescription management (Dispensing Module), Stores Control Module, Requirements for Issuing & Receiving modules, Business Intelligence, Finance, E-Commerce, User Operational and Access Control, System Compatibility, Linkage to other health facilities, Module for Disaster Recovery and ability to link Module to E-Health System as per technical specification provided under Section VII.

(e) Manufacturing experience and Technical Capacity for Inventory Management Software: For the items under the Contract that the Bidder is a manufacturer, the Bidder shall furnish documentary evidence to demonstrate that:

(i) it has developed and designed Inventory Management System Software or products of similar nature and complexity, for at least three years prior to the bid submission deadline; and

(ii) its annual production capacity for the IMS or products of similar nature and complexity at least three years prior to the bid submission deadline is at least three times the quantities specified under this contract.

1.4 Alternative Technical Parts – will be evaluated in accordance with Section III, item 3.4 below. **Not Applicable**

2. FINANCIAL PART

2.1 Responsiveness criteria: The Financial Parts shall be examined for responsiveness against the requirements for such in the Bidding Document. Responsive Financial Parts proceed to the full evaluation, as follows.

2.2 Evaluation Criteria (ITB 34)

The Purchaser shall use the criteria and methodologies listed in this Section III to evaluate the Financial Part.

The Purchaser's evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with **ITB 14.8**, one or more of the following factors as specified in **ITB 34.1**(g) and in BDS referring to **ITB 35.5**, using the following criteria and methodologies.

(a) Delivery schedule. (As per Incoterms **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, Supply Requirements. No credit will be given to deliveries before the earliest date, and Bids offering delivery after the final date shall be treated as nonresponsive.

(b) Deviation in payment schedule.

(i) **Bidders shall state their Bid price for the payment schedule outlined in the Special Conditions of Contract (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.**

(c) Cost of major replacement components, mandatory spare parts, and service.

(i) **The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS 16.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Bid, shall be added to the Bid price, for evaluation purposes only.**

(d) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Bid.

3. COMBINED EVALUATION

3.1 **Technical Part**: The total technical scores assigned to the technical factors of each Bidder by the Purchaser's evaluation committee are to be weighted in accordance with the BDS 31.1 and Section III, item 1.2 above.

3.2 **Financial Part**: The evaluated cost for each Bidder is to be converted into scores out of hundred (100). In accordance with the requirements of the Bidding Document, the lowest evaluated cost is awarded a hundred points (100) i.e., the maximum points under the financial evaluation, and the evaluated costs of other Bidders have a score calculated based on the formula of the lowest cost divided by the cost under consideration, multiplied by one hundred (100). The weighting assigned to the evaluated costs, as stated in the BDS 39.1, is then applied to the establish each Bidder's financial scores.

3.3 **Technical and Financial Part**: The weighted scores for the Technical and Financial evaluations shall be summed and the highest scoring Bidder(s) will be considered for Contract award, subject to qualification review, in accordance with Section III, item 3.5 (Multiple Contracts) below.

3.4 **Alternative Bids (ITB 13.1): Not Applicable**

3.5 **Multiple Contracts (ITB 34.3): Not Applicable**

Section IV. Bidding Forms

Table of Forms

Letter of Bid - Technical Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT *Place this Letter of Bid in the first envelope "TECHNICAL PART".* *The Bidder must prepare this Letter of Bid – Financial Part on stationery with its letterhead clearly showing the Bidder's complete name and business address.* *Note: All italicised text in blue font is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

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

To: *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

(a) the Technical Part, and

(b) the Financial Part.

In submitting our Bid, we make the following declarations:

(a) **No reservations**: We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (**ITB 8**);

(b) **Eligibility and no conflicts of interest**: We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 4**;

(c) **Bid-Securing Declaration**: We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing or Proposal-Securing Declaration in the Purchaser's country in accordance with **ITB 4.8**;

(d) **Conformity**: We offer to supply in conformity with the Bidding Document and in accordance with the Delivery Schedules specified in the Supply Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];

(e) **Bid Validity Period**: Our Bid shall be valid for the period **specified in BDS 18.1** (as amended, if applicable) from the date fixed for the Bid submission deadline **specified in BDS 22.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) **Performance Security**: If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;

(g) **One Bid Per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of **ITB 4.3,** other than alternative Bids submitted in accordance with **ITB 13**;

(h) **Suspension and Debarment**: We, along with any of our Subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by CDB or subject to a public debarment by an Multilateral Development Bank (MDB) which is a signatory to the Agreement on Mutual Enforcement of Debarment Decisions. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(i) State-owned enterprise or institution: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of* ***ITB 4.9***];

(j) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(k) **Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated Bid, the Most Advantageous Bid, or any other Bid that you may receive.

(l) **Prohibited Practices**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in Prohibited Practices, as defined in Section VI of the Bidding Document.

(m) **Manufacturer's Authorisation**: *[Insert and attach where required per **ITB 17.2**]*

Name of the Bidder:*[*insert complete name of person signing the Bid*]

Name of the person duly authorised to sign the Bid on behalf of the Bidder:**[*insert complete name of person duly authorised to sign the Bid*]

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]

Date signed _________________________________ day of _______________________, _____

*In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder.
**Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

Letter of Bid - Financial Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT *Place this Letter of Bid - Financial Part in the second envelope marked "FINANCIAL PART".* *The Bidder must prepare this Letter of Bid – Financial Part on stationery with its letterhead clearly showing the Bidder's complete name and business address.* *Note: All italicised text in blue font in is to help Bidders in preparing this form and Bidders shall delete it from the final document.*

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

To: *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part.

In submitting our Financial Part, we make the following additional declarations:

(a) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with **ITB 18.1**],* and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price**: The total price of our Bid, excluding any discounts offered in item (c) below is:

(i) In case of only one lot, the total price of the Bid [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];

(ii) In case of multiple lots, the total price of each lot is [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*];

(iii) In case of multiple lots, total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*];

(c) **Discounts**: The unconditional and conditional discounts offered and the methodology for their application are:

(i) The discounts offered are: [*Specify in detail each discount offered*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

(d) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees 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*].

Name of recipient	Address	Reason	Amount

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

(e) Binding Contract: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder:*[*insert complete name of the Bidder*]

Name of the person duly authorised to sign the Bid on behalf of the Bidder: ** [*insert complete name of person duly authorised to sign the Bid*]

Title of the person signing the Bid: [*insert complete title of the person signing the Bid*]

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*]

Date signed [*insert date of signing*] day of [*insert month*], [*insert year*]

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Bidder Information Sheet

Date: *[insert day, month, year]*
ICB No. and title: *[insert ICB number and title]*
Page *[insert page number]* of *[insert total number of pages]*
Alternative No.: [insert identification No if this is a Bid for an alternative]

1.	Bidder's legal name: *[insert full legal name]*
2.	In case of Joint Venture (JV), legal name of each partner: *[insert full legal name of each partner in JV]*
3.	Bidder's actual or intended country of registration: *[indicate country of registration]*
4.	Bidder's actual or intended year of registration: *[indicate year of registration]*
5.	Bidder's legal address in country of registration: *[insert street/ number/ town or city/ country]*
6.	Bidder's authorised representative information: Name: *[insert full legal name]* Address: *[insert street/ number/ town or city/ country]* Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]* E-mail address: *[indicate e-mail address]*
7.	Attached are copies of original documents of: ☐ Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with **ITB 4.2.** ☐ In case of state-owned enterprise or institution, in accordance with **ITB 4.9** documents establishing: • Legal and financial autonomy

	• Operation under commercial law • Establishing that the Bidder is not under the supervision of the Purchaser
8.	Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

Partner to JV Information Sheet

[The following form shall be completed to provide information relating to each JV member]

Date: *[insert day, month, year]*
ICB No. and title: *[insert ICB number and title]*
Page *[insert page number]* of *[insert total number]* pages
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

1.	Bidder's JV name: *[insert full legal name]*
2.	JV member's name: *[insert full legal name of Applicant's Party]*
3.	JV member's country of registration: *[indicate country of registration]*
4.	JV member's year of registration: *[indicate year of registration]*
5.	JV member's legal address in country of registration: *[insert street/ number/ town or city/ country]*
6.	JV member's authorised representative information Name: *[insert full legal name]* Address: *[insert street/ number/ town or city/ country]* Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]* E-mail address: *[indicate e-mail address]*
7.	Attached are copies of original documents of: ☐ Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with **ITB 4.2.** ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with **ITB 4.2.**

☐ In case of state-owned enterprise or institution, in accordance with **ITB 4.9** documents establishing:

- Legal and financial autonomy
- Operation under commercial law
- Not under the supervision of the Purchaser.

8. Included are the organisational chart, a list of Board of Directors, and the beneficial ownership.

Price, Delivery and Completion Schedule for Goods and Related Services

[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 Supply 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 15**			Date: ______________________ ICB No: ____________________ Alternative No: ______________ Page N° ______ of ______	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Source/Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP *[insert place of destination]* in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
Lot 1		*[insert country of source/ origin of the Good]*	*[insert quoted Delivery Date*		*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert total price of the line item]*
1	Inventory Management System Software			01				
2	Licenses			65				
3	Design, Deployment, System Configuration, Data Migration, Systems Integration, Phase 1: CMS and Four (4) Hospitals			05				
4	Design, Deployment, System Configuration, Data Migration, Systems Integration, Phase 2: Thirty-Two (32) dispensaries and three (3) Institutions			35				
Lot 2								

1	Thermal Label Printers			42				
2	Barcode Reader Scanners, High Volume			05				
3	Barcode Reader, Low Volume			37				
4	Printer/Copier/Scanner			05				
5	Direct Thermal Tri-Labels			4000				
							Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

NOTE

Bidders are requested to provide estimates of reimbursable in line with their implementation plan as per table below:

No	Description	Qty	Unit Cost	Total Cost
1	Return Air tickets			
2	Accommodation			
3	Communication			
4	Transport			
	Total			

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

* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported

(Group C Bids, Goods already imported)
Currencies in accordance with ITB 15

Date: ________________________
ICB No: ____________________
Alternative No: ________________
Page N° ______ of ______

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Source/Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii) (Col. 6 minus Col.7)	Price per line-item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv)	Total Price per line item (Col. 9+10)
[insert number of the item]	*[insert name of Goods]*	*[insert country of Source/ origin of the Good]*	*[insert quoted Delivery Date*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per unit]*	*[insert custom duties and taxes paid per unit]*	*[insert unit price net of custom duties and import taxes]*	*[insert price per line-item net of custom duties and import taxes]*	*[insert price per line item for inland transportation and other services required in the Purchaser's Country]*	*[insert sales and other taxes payable per item if Contract is awarded]*	*[insert total price per line item]*
1	Inventory Management System Software			01							
2	Licenses			65							
3	Design, Deployment, System Configuration, Data Migration, Systems Integration, Phase 1: CMS and Four (4) Hospitals			05							

4	Design, Deployment, System Configuration, Data Migration, Systems Integration, Phase 2: Thirty-two (32) dispensaries and three (3) Institutions			35							
Lot 2											
1	Thermal Label Printers			42							
2	Barcode Reader Scanners, High Volume			05							
3	Barcode Reader, Low Volume			37							
4	Printer/Copier/Scanner			05							
5	Direct Thermal Tri-Labels			4000							
										Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

NOTE

Bidders are requested to provide estimates of reimbursable in line with their implantation plan as per table below:

No	Description	Qty	Unit Cost	Total Cost
1	Return Air tickets			
2	Accommodation			
3	Communication			
4	Transport			

Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country ______________________	(Group A and B Bids) Currencies in accordance with ITB 15	Date: ______________________ ICB No: ____________________ Alternative No: ________________ Page N° ______ of ______

1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii)	Total Price per line item (Col. 6+7)
[insert number of the item]	*[insert name of Good]*	*[insert quoted Delivery Date*	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]*	*[insert sales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
Lot 1	Inventory Management System Software								
1	Inventory Management System Software			01					
2	Licenses			65					
3	Design, Deployment, System Configuration, Data Migration, Systems Integration, 1: CMS and Four (4) Hospitals.			05					

4	Design, Deployment, System Configuration, Data Migration, Systems Integration, 2: Thirty-two (32) dispensaries and three (3) institutions.			35					
Lot 2	**Hardware Equipment**								
1	Thermal Label Printers			42					
2	Barcode Reader Scanners, High Volume			05					
3	Barcode Reader, Low Volume			37					
4	Printer/Copier/Scanner			05					
5	Direct Thermal Tri-Labels			4000					
								Total Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

NOTE

Bidders are requested to provide estimates of reimbursable in line with their implantation plan as per table below:

No	Description	Qty	Unit Cost	Total Cost
1	Return Air tickets			
2	Accommodation			
3	Communication			
4	Transport			

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price Completion Schedule – Related Services

Currencies in accordance with ITB 15				Date: ______________________ ICB No: __________________ Alternative No: _______________ Page N° ______ of ______		
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the Service]	*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert delivery date at place of final destination per Service]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
1	Technical installation of the Inventory Management System at CMS			1		
2	Roll out to four (4) hospitals.			04		
3	Roll out to thirty-two (32) dispensaries and three (3) institutions.			35		
4	Training on Inventory Management System			65		
5	Installation of hardware equipment			89 (includes (Label printers, Reader Scanners- High Volume, Reader Scanners- Low Volume and Copier/Scanner).		
6	Service Level Agreement for three (3) years			01		
				Total Bid Price		

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date].*

Form of Bid-Securing Declaration

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

To: **Ministry of Health**

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 Recipient for the period of time of **Two (2) years** starting on **01 December 2026**, 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 Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, 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: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

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

Duly authorised to sign the Bid for and on behalf of: *[insert complete name of Bidder]***

Dated on ____________ day of __________________, _______ *[insert 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.]

* In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder
** Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

Manufacturer's Authorisation

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorisation should be 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 authorise *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods],* and to subsequently negotiate and sign the Contract.

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

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

Name: *[insert complete name(s) of authorised representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorised to sign this Authorisation on behalf of: *[insert complete name of Manufacturer]*

Dated on ____________ day of __________________, _______ *[insert date of signing]*

Note to Client: Where there are key sub-services for the Goods that will be contracted out by Bidders then the Purchaser shall require the Bidder to provide evidence of the commitment of the Subcontractors to participate should the Bidder be awarded the contract. Bidders shall submit such evidence with the Technical Part.

Section V. Eligible Countries

1. In reference to **ITB 4.4** eligible countries are: **All Countries**

2. In reference to **ITB 4.10**, for the information of the Bidders, at the present time firms and individuals, supply of goods, or contracting of works or services, from the following countries are excluded from this prequalification process:

   Under **ITB 4.10** (a): **NONE**

   Under **ITB 4.10** (b): **NONE**

Section VI. Prohibited Practices and Other Integrity Related Matters

1. CDB has a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB's adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption money laundering, terrorist financing and similarly corrosive conduct. CDB requires that recipients, as well as bidders, proposers, firms, suppliers, sub suppliers, service providers, contractors, sub-contractors, consultants, sub-consultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB-financed contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:

(a) defines, for the purposes of this provision, Prohibited Practices as follows:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;

(ii) "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) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(iv) "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; and

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a

CDB investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts which impede the exercise of CDB's access, inspection and audit rights provided for under Paragraph 1 (f) below.

(b) will not provide relevant no-objections and will reject a proposal for award if it determines that the Bidder or Bidder:

(i) has directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;

(ii) is subject to a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, in accordance with Paragraph 4.04 (ii) of the Procurement Procedures for Projects Financed by CDB; or

(iii) is suspended or debarred by CDB for engaging in Prohibited Practices or against whom an MDB Debarment or MDB Cross-Debarment has been imposed, in accordance with Paragraph 4.04 (iii) of the Procurement Procedures for Projects Financed by CDB. Notwithstanding the above, CDB may in its sole discretion, following a formal request from the Recipient, provide a no-objection to a Shortlist, prequalification list or recommendation for award that includes a sanctioned Bidder(s) or Proposer(s) against whom an MDB Debarment or MDB Cross-Debarment has been imposed if so warranted by the circumstances and having regard for the integrity and other risks to CDB;

(c) may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB-financed project, to the extent contractually permissible, where to make the payment could result in harm to CDB; or (b) participating in or being awarded a contract for a project financed by CDB;

(d) will usually impose such sanctions as applicable including to cancel all or a portion of the CDB Financing allocated to a contract if it determines at any time that representatives of the Recipient or the Recipient engaged in Prohibited Practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;

(e) may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and

(f) requires Bidders, Proposers, Firms, Suppliers, Service providers, Contractors, Subcontractors, Consultants, Sub-consultants, Suppliers, Subsuppliers, Project promoters, Sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents to: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB's request; (iv) make available to CDB for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB's Office of Integrity, Compliance and Accountability.

2. With the specific agreement of CDB, a Recipient may introduce, into Bid forms for contracts financed by CDB, an undertaking of the Bidder/Proposer to observe, in competing for and executing a contract, the laws of the country in which the Project is being carried out against Prohibited Practices, as listed in the tender or Bidding Document and similar associated documents[2]. CDB will accept the introduction of such undertaking at the request of a BMC, provided the arrangements governing such undertaking are satisfactory to CDB.

[2] As an example, such an undertaking might read as follows: "We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against Prohibited Practices in force in the country of the [Purchaser or Employer], as such laws have been listed by the [Purchaser or Employer] in the Bidding Document for this contract."

3. When conducting the evaluation of Bids/Proposals, the Recipient shall conduct integrity due diligence on Bidders/Proposers including to assess and mitigate any risks related to Prohibited Practices they may present and to check the eligibility of Bidders/Proposers against the lists of Firms and individuals temporarily suspended or debarred, pursuant to Paragraphs 1. (b), (c) and (d) above. The Recipient shall apply additional due diligence by closely supervising and monitoring any on-going contract (whether under prior or post review) executed by a Firm or individual which has been suspended or debarred in accordance with Paragraph 1. (b) and (c) after such contract was signed. The Recipient shall neither sign any new contracts nor sign any amendment, including any extension of time for completion, to an on-going contract with a temporarily suspended or debarred Firm or individual after the effective date of the suspension or debarment without CDB's prior review and no-objection (whether under prior or post review).

ALL BIDDERS ARE REQUESTED TO SIGN THIS FORM

EIB Covenant of Integrity

[*Name of lead tenderer*] hereby declare and covenant, on our behalf and on that of our joint venture partners, if any, for [*name of the contract*] managed by [*name of promoter*] (the "**Contract**"), that neither we nor anyone, including any of our directors, employees, agents or subcontractors for the Contract, acting on our behalf with due authority or with our knowledge or consent or facilitated by us (together, the "**Associated Entities and Persons**"), nor any of our parent, subsidiary or affiliate companies,

(i) have engaged in any Prohibited Conduct[3] in connection with the tendering process, nor will we or the Associated Entities and Persons engage in such Prohibited Conduct during the execution of the Contract;

(ii) are listed or otherwise subject to EU/United Nations sanctions[4];

(iii) are the subject of a current decision of exclusion by the European Investment Bank;

(iv) during the 5 (five) years immediately preceding the date of this Covenant, have been convicted in any court or sanctioned[5] by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services; or

(v) are excluded or subject to enforcement actions or otherwise sanctioned[6] by the EU institutions or bodies, or any multilateral development bank[7], on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant.

We will immediately inform you if any instance described under (i) to (v) above in respect of us or any of the Associated Entities and Persons comes to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant at any time during the tendering process and, if successful, during the execution of the Contract.

We further declare and covenant that, if successful, neither us nor any of the Associated Entities and Persons will act in contravention of EU/United Nations sanctions during the execution of the Contract.

If applicable, we provide below the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to

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[3] Corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at https://www.eib.org/en/publications/anti-fraud-policy and as amended from time to time.

[4] EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter.

[5] Including a fine or any other financial penalty, irrespective of whether paid yet or not.

[6] Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint

[7] Including the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank.

(v), in respect of us or any of the Associated Entities and Persons, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract (if not applicable, please indicate not applicable in the table below):

Name of the entity	Details of disclosure	Measures taken or to be taken

We, or any of the Associated Entities and Persons, have paid, or will pay, the following commissions, gratuities or fees with respect to the tendering process or execution of the Contract *[insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was paid, or will be paid, and the amount and currency of each such commission, gratuity or fee]:*

Name of the recipient	Address	Reason	Amount

For the duration of the tendering process and, if we are successful, for the duration of the Contract, we will appoint and maintain in office an officer who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Covenant.

We grant the [*name of promoter*], the European Investment Bank, and any persons appointed by it and/or any authority or European Union institution or body having competence under European Union law, the right to (i) visit the sites, installations and works, (ii) interview our representatives and any other relevant person and (iii) inspect and copy our books and records in connection with the tendering process or the Contract, and we shall require our Associated Entities and Persons with knowledge of the Contract to respond to questions from the European Investment Bank and to provide to it any information or documents necessary for the investigation of allegations of Prohibited Conduct.

We agree to preserve our books and records and ensure that the books and records of the Associated Entities are preserved generally in accordance with applicable law but in any case for at least 6 (six) years from the date of tender submission and, in the event we are awarded the Contract, at least 6 (six) years following the date of substantial performance of the Contract. We shall ensure that in any agreements with Associated Entities concerning the execution of the Contract provisions to the effect of this paragraph are included.

We acknowledge that any failure to comply with the obligations under this Covenant of Integrity (including any omission or misrepresentation, made knowingly or recklessly, of a past conviction, exclusion, other sanction or enforcement action), or any unauthorised amendment to the Covenant, may be considered a breach of the EIB Group Anti-Fraud Policy and thus result in the rejection of our tender for the Contract and/or cause the initiation of exclusion proceedings by the EIB against us and/or any of the Associated Entities and Persons.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:

Date:
Name of company:
Name of signatory:
Position of signatory:
Signature:

PART 2 – Supply Requirements

Section VII. Supply Requirements

Table of Contents

1. List of Goods and Non-Consulting Services (software) including Related Services and Delivery Schedule

Line Item N°	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the Bidder*]
Lot 1	**Inventory Management System Software configuration, installation and training**				**24 weeks after contract signing.**	**36 weeks after contract signing.**	
	Projected Timelines for each activity by Purchaser						
1	Licenses	65	Each	CMS	10 weeks after contract signing.	14 weeks after contract signing.	
2	Inventory Management System Software Design, Deployment, System Configuration, Data Migration, Systems Integration. Phase 1: CMS and Four (4) Hospitals.	05	Each	CMS and Four hospitals	10 weeks after contract signing.	14 weeks after contract signing.	
3	Inventory Management System Software Design, Deployment, System Configuration, Data Migration, Systems Integration. Phase 2: Thirty-two (32) dispensaries and three institutions	35	Each	thirty-two (32) dispensaries and three institutions	14 weeks after contract signing.	16 weeks after contract signing.	
	TOTAL						
Lot 2	**Hardware Equipment**						
1	Thermal Label Printers	42	Each	CMS	6 weeks after contract signing	10 weeks after contract signing	
2	Barcode Reader Scanners, High Volume	05	Each	CMS	6 weeks after contract signing	10 weeks after contract signing	
3	Barcode Reader, Low Volume	37	Each	CMS	6 weeks after contract signing	10 weeks after contract signing	
4	Printer/Copier/Scanner	05	Each	CMS	6 weeks after contract signing	10 weeks after contract signing	
5	Direct Thermal Tri-Labels	4000	Each	CMS	6 weeks after contract signing	10 weeks after contract signing	

SPARE PARTS FOR HARDWARE EQUIPMENT

Bidders are requested to input prices and lead time in this matrix. See note below on lead time modalities.

No.	Description	Equipment Description	Spare Part	Annual Qty	Rationale (Why Required for Smooth IMS Operations)	CIP Unit Price	Total Price	Delivery Time
1	**Thermal Label Printers (Qty 42)**	Thermal transfer/direct thermal printers; EPL/ZPL; dual-wall frame	Printheads (203/300 dpi)	10	High-heat components degrade with continuous FEFO and batch-label printing; ensures consistent barcode quality for stock tracking.			
			Platen Rollers	15	Adhesive buildup and friction cause wear; prevents print slippage and unreadable labels.			
			Drive Belts / Gears	8	Mechanical wear from high-volume printing; failure halts label production.			
			Power Supplies / Adapters	6	Protects against power fluctuations common in health facilities.			
			USB/Communication Cables	20	Frequent plugging/unplugging leads to cable failure; essential for IMS connectivity.			
			Label Sensor Modules	5	Dust/adhesive buildup causes misalignment; critical for accurate label positioning.			
			Heat Elements (Thermal Transfer)	6	Ensures consistent heat transfer for readable barcodes.			
			Cleaning Kits	42	Preventive maintenance to extend printhead life and maintain barcode readability.			
2	**Barcode Scanners – High Volume (2D) (Qty 5)**	2D scanners with USB; supports Code 128 subsets A/B/C	Scanner Window/Glass	5	Scratches reduce scanning accuracy for 2D medicine pack barcodes.			
			USB Interface Cables	10	Most common failure point; ensures uninterrupted scanning during receiving/dispensing.			
			Trigger/Button Mechanisms	5	High-use environments wear out triggers; maintains scanning speed.			
			Charging Cradles (if wireless)	2	Ensure continuous operation in case of cradle failure.			
			Power Adapters	3	Backup for surge-related failures.			
3	**Barcode Scanners – Low Volume (1D) (Qty 37)**	1D scanners supporting Code 128 subsets A/B/C	Scanner Windows	10	Dust and scratches reduce readability of carton and pallet barcodes.			
			USB Cables	20	Frequent bending causes cable failure; essential for routine stock checks.			

No.	Description	Equipment Description	Spare Part	Annual Qty	Rationale (Why Required for Smooth IMS Operations)	CIP Unit Price	Total Price	Delivery Time
			Trigger/Button Assemblies	10	Mechanical wear over time; ensures reliability for low-volume scanning.			
			Stands/Holders	10	Breakage due to frequent repositioning; supports hands-free scanning.			
4	**Printer/Copier/Scanner – Laser (A4/A3) (Qty 5)**	Laser multifunction printers, colour/B&W	Toner Cartridges (Black)	20	High-volume printing of GRNs, pick lists, stock reports, and audit documents.			
			Toner Cartridges (Colour CMY)	12 sets	Required for colour-coded reports and facility communications.			
			Drum Units	5	Drums wear out after fixed print cycles; ensures print clarity.			
			Fuser Units	3	Heat-cycle degradation; failure stops printing entirely.			
			Transfer Belts	2	Essential for colour printing; prevents streaks and poor-quality outputs.			
			Roller Kits (Feed/Separation)	5 kits	Prevents paper jams in dusty/humid environments.			
			Network/USB Interface Cards	2	Ensures stable connectivity to IMS terminals.			
			OEM Maintenance Kits	5 kits	Annual preventive maintenance to reduce downtime.			

Note

Bidders should provide lead time as per guideline note below:

Category	Typical Lead Time	Explanatory Note
Original Equipment Manufacturer (OEM) Parts	**6 weeks**	Longer due to factory production cycles, international shipping, and certification requirements.
Compatible Parts	**1 weeks**	Often stocked locally or regionally; faster replenishment.

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity[1]	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
Installation and Commissioning Services	Installation of the Inventory Management System and roll out to all facilities serviced by the Central Medical Stores	01	Each	Central Medical Stores, four (4) hospitals, thirty-two (32) dispensaries and three (3) institutions	24-36 weeks after contract signing.
Training including training materials and training plan.	Comprehensive technical service information and training for on-site to all recipients of the Inventory Management System	65	Each	Central Medical Stores, four hospitals and dispensaries	24-36 weeks after contract signing.
Rollout to hospitals	Roll out to four hospitals, thirty-two dispensaries and three institutions.	04	Each	Four (4) hospitals	24-36 weeks after contract signing
Rollout to health facilities	Roll to thirty-two (32) dispensaries and three (3) institutions.	35	Each	Thirty-two (32) dispensaries and three (3) institutions	24-36 weeks after contract signing
Installation and Commissioning Services	Installation of office equipment	89 (includes (Label printers, Reader Scanners- High Volume, Reader Scanners- Low Volume and Copier/Scanner).	Each	Central Medical Stores, four (4) hospitals, thirty-two (32) dispensaries and three (3) institutions	Within two (2) weeks after delivery and receipt of equipment.
Service Level Agreement (SLA) for three (3) years	Updates, technical support and training	01	Each	Central Medical Stores, four (4) hospitals, thirty-two (32) dispensaries and three (3) institutions	After completion of the implementation of roll out and training to all facilities. For three (3) years.

3. Technical Specifications (TS)

Inventory Management System specifications

1. BACKGROUND

The Government of Grenada (GOGR) has secured financing from the Caribbean Development Bank (CDB), towards the cost of the Health Sector Strengthening Project (the Project). The financing is provided from funds by the European Investment Bank (EIB) Loan to Caribbean Development Bank: Second Climate Action Line of Credit - COVID-19 Component. The government intends to use part of the proceeds of this funding towards the procurement and implementation of an effective Inventory Management System Software for Central Medical Stores, Ministry of Health, Wellness and Religious Affairs.

This initiative is a strategic approach that capitalizes and maximizes use of resources invested by the Government of Grenada and its Development Partners, towards strengthening its National Supply Chain Management Strategy.

The Central Medical Stores (CMS) of the Ministry of Health is responsible for the procurement of pharmaceuticals, medical and non-medical supplies for the public health system. The CMS regularly processes requisitions and supplies to four (4) hospitals, thirty-two (32) dispensaries and three (3) institutions affiliated with the Ministry of Health. The list of the various facilities is attached as Technical Specifications Annex1.

The CMS procures its medicines and medical supplies through the **OECS Pharmaceutical Procurement Service (PPS)**, the region's pooled procurement mechanism for medicines and medical supplies. The CMS Broker receives shipments from the port and transports them to the unit where large supplies are stored. Supplies are then issued to respective departments of the Ministry of Health, Public Hospitals and community health facilities. CMS

2. OBJECTIVE

The overall objective of Central Medical Stores is to transition away from the use of stand-alone classic inventory management systems to Enterprise Resource Planning (ERP) software. To achieve the following:

(i) Enable better data and analysis across the Ministry of Health's supply Chain.

(ii) To integrate products, finance and information flow into one digital system.

(iii) Provide a simple and accurate way of tracking pharmaceutical and other medical and non-medical supplies from the point of procurement to storage, distribution and usage.

(iv) Allow updating of inventory using barcodes.

(v) Provide an easy-to-access method for requesting and fulfilling orders.

(vi) Provide the ability to forecast future trends based on consumption patterns.

The Ministry of Health, Wellness and Religious Affairs is seeking a contractor to supply and install Inventory Management System Software for the Central Medical Stores. The ERP system shall include modules for procurement, dispensing, inventory, supply, customer relations management, finance, and business intelligence.

Summary of Technical Specifications.

The Goods, Non-Consulting Services and Related Services shall comply with the following Technical Specifications and Standards:

BIDDERS SHALL INSERT THEIR OFFERED SPECIFICATION AND STANDARDS IN THE FOURTH COLUMN OR STATE COMPLY/NOT COMPLIED

Lot 1: **Inventory Management System (IMS)**

Item No.	Name of Goods, Non-Consulting Services or related Service	Minimum Technical Specification and standards Requirements	Bidders Offered Specifications: Comply/Not Complied
	Lot 1- Inventory Management System (IMS)		
1	**User friendly**	• Minimal keystrokes • Auto predictions options for all the parameters with options of turning predictions off when needed. • Graphical user interface (GUI) with all the modules	
2	**Procurement Module**		
2.1	**Quantification**	• The system shall support the quantification process of the required volumes of medical drugs and supplies that need to be procured for the coming year. • The system should provide quantification based on outstanding orders, back orders, lead time, CMS minimum and maximum stock levels. • Demand management: The system needs to have the ability to create and store forecast data. • The system needs to have capability to create a forecast based on historical consumption information and/or based on collection of quantity needed information from different levels of the supply chain	
2.2	**Purchase Orders**	• The system shall support purchase orders set up and request management. • Validation and signature of Purchase Order processes • Provide parameters for delivery time frame • Automation generation of direct customer purchase orders	
2.3	**Quality Assurance**	• Batch number management • First expiry first out (FEFO) should be an inherent feature of the software requirements. • Sampling management • Quality assurance document management.	
2.4	**Contract Management**	• System shall support contract management to facilitate supplier performance activities. • Supplier Performance Monitoring including recording of delays, deficiencies, quality of goods and packaging etc. • This involved entering contract details, dates for award notification, quarantining of goods received and details on quality control and inspections. • Contract Register • Price monitoring system for purchase orders • Ability to relate delivery dates to receipt dates	

Item No.	Name of Goods, Non-Consulting Services or related Service	Minimum Technical Specification and standards Requirements	Bidders Offered Specifications: Comply/Not Complied
	Lot 1- Inventory Management System (IMS)		
		• Ability to capture rejected products due to poor quality.	
3	**Full prescription management (Dispensing Module)**	This module shall be installed at the pharmacies of the four (4) main hospitals and all pharmacies at community level (as per list provided under annex1) in Grenada. The main purpose of this module is to facilitate capturing the consumption of medicines and medical consumables in the hospitals to provide a more precise forecasting of usage and actual requirements.	
3.1	**Original and Repeat Prescriptions**	• It shall cater for both original prescriptions and repeat prescriptions and cover all compliance around drug dispensing. • Original and repeat prescriptions are logged against the patient record. Repeats are dispensed for a specified number of times, each time producing a form with all the details of the original prescription and one less repeat left. • Details contained on the Repeat prescription shall include Patient's Name, Address in Grenada, Age, Weight, Date of Prescribing, Name of the prescriber, Name dose and the quantity of medication, number of repeats, date when the next repeat is due. The system should generate a repeat number, and subsequent dispensing should be made easier by typing in the repeat number into the dispensing module.	
3.2	**Failsafe features for safety and accuracy of dispensing**	Software shall cross check the patient record regarding drug-to-drug interactions, cautions and product warnings, contra-indications, and issue a warning prior to dispensing by displaying an on-screen alert if it detects a threat. The on-screen alert should also include a standard recommended dosage of the medication.	
3.3	**Drug-file updates**	The program shall be capable of being updated both electronically and manually. If a particular drug is not on the list there should be a feature to create a file manually from the linked stock management module.	
3.4	**Interfaces and interactions of software modules**	Point of Sale (POS), Automatic Dispensing Systems, reconciliation systems and other important third-party products and services	
4	**Stores Control Module**	The Stores Control module shall be the core of the system. This module must accept direct input from the Receiving and Issuing modules and provide various types of output on request. The main functions of this module will be to: • Maintain a complete overview of the warehouse, down to bin level. This will include at least three levels: 1) Bay (storage area), 2) Shelf, and 3) Bin.	
4.1	Layout	• Expected to have more than one bay in a store. It should be possible to define special areas (e.g. picking area, cold rooms, and rooms for drugs & consumables, medical consumables, non-medical consumables, dental supplies, laboratory supplies, imaging supplies, vaccines and many others) as separate bays. • A bin might be either fixed (i.e. designated for one stock item only) or fluid (i.e. accepting any stock item). • Issuing of goods should be possible from either type of bin. Where there are different types of bins in a store (e.g. pallet racks, shelves, floor space), it should be possible to define type (fixed/fluid and issuing/non-issuing) and capacity (sq. meters, kg, pall) for each bin.	
4.2	Function	• Maintain an overview of stock item types and provide for categorization of stock items in an alphabetical order – Medicines (tablets, narcotics, Injections, Liquids, ear/eye/nasal/inhalers applications & topical applications), Intravenous Fluids, Family Planning	

Item No.	Name of Goods, Non-Consulting Services or related Service	Minimum Technical Specification and standards Requirements	Bidders Offered Specifications: Comply/Not Complied
	Lot 1- Inventory Management System (IMS)		
		Contraceptives & medical devices, Medical Consumables, Sutures and Packaging Materials. • Maintain stock levels, expiry dates, batch numbers, packaging information, sizes, serial numbers, etc. for all items where applicable. • Maintain stock alerts and generation of reports every week for the lifesaving medicines and consumable list. • Make provision for the Vital, Essential and Non-Essential lists and monitoring mechanism. • Provide automatic generation of reports when stock reaches minimum or re-order levels, emergency level, stock less than minimal level, maximum level, stock less than maximum level, and more than minimum level, or when stock is about to expire within a pre-defined period. • Maintain stock history for all items, including receiving, issuing, stock movements, adjustments, write-offs, losses, damage and expired goods. • Facilitate detailed reconciliation between stock control ledger (stock levels maintained by the system) and manual bin cards. • Provide for automatic and semi-automatic placement of received goods, based on consumption figures and available (free) locations. • Provide for inter-store transfers between locations. This should preferably be a semi-automatic procedure, where the system proposes movement of fast-moving / low quantity items to locations where issuing is simple (typically floor level, shelf locations or designated picking areas). • Provide for issuing of medicines and consumables on a FEFO (First Expiry First Out) basis, preferably with the option of manual overruling by the supervisor (e.g. for large orders to remote areas). Apply FIFO (First In First Out) issuing as default for non-expiring items. • Provide a facility for reservation of goods, and for blocking of any location for other reasons (approaching expiry dates, in quarantine, due for quality control, etc.). • Provide for detailed, random, and full stock takes. • Provide information on procurement indicators and assist in prequalification of suppliers meeting target indicators (e.g. lead times, price (deviation from international median prices), and compliance to quality assurance aspects. • Provide for customer classification according to a list of participating institutions or other criteria such as an Essential Medicine List, and corresponding categorization of stock items in order to automatically control issuance of drugs to qualified customers. • At all times, provide overviews in report form (on screen and in print) of any location or group of locations (with details on stock held) and on any stock item (with details on present locations, batch numbers, expiry dates, etc.). • Demand management: The system needs to have the ability to create and store forecast data. The system needs to have capability to create a forecast based on historical consumption information and/or based on collection of	

Item No.	Name of Goods, Non-Consulting Services or related Service	Minimum Technical Specification and standards Requirements	Bidders Offered Specifications: Comply/Not Complied
	Lot 1- Inventory Management System (IMS)		
		quantity needed information from different levels of the supply chain	
4.3	Facilitate Reports	• This module shall provide information needed for analysis, summary reports (on receipts, issues, and adjustments), Logistics forecasting (based on demand for any time period) and production of catalogues and price lists (with Alternative of Drugs). • Shall maintain precise definitions of all stock items and stock item categories and preferably allow multiple references to stock items by user-definable identifiers (catalogue numbers, barcodes, supplier's reference numbers, etc.).	
5	**Requirements for Issuing/Receiving Modules**	The Issuing and Receiving needs to be closely integrated with the stores control module to the extent that some of the functions described below are categorized within multiple modules.	
5.1	Function	The main functions to be handled by these modules are: • **Order Processing and Invoicing** for accepting approved requisitions/orders, raising picking lists, entering actual issues, producing packing lists and dispatch notes, raising invoices at the time of dispatch, and recording orders that cannot be delivered. • **Back Order and Reservation** system. • **Supplier Performance Monitoring** including recording of delays, deficiencies, quality of goods and packaging etc. This involved entering contract details, dates for award notification, quarantining of goods received and details on quality control and inspections. • **Recording and maintaining all issue order and delivery note details.** This also involved maintaining records of batch numbers, expiry dates and serial numbers (indent numbers, indent date) in order to facilitate tracing and recalling of batches. Facility summaries with facility and drug consumption data. • **Issue Analysis** for monitoring and reporting on all issuance by all 4 hospitals, 6 health centres and 29 medical stations (analysis per hospital per health centret and medical station). • **Comprehensive Audit Trail** so that transactions and stock movements can be traced to the individuals authorizing or initiating the transactions. In addition to this, the system should contain a number of other standard reports, the exact format to be agreed upon with the Central Medical Stores.	
6	**Business Intelligence**	Standardized reports, management dashboard and statements availability	
		• Daily dispensing reports • Free drug report • Stock reaching minimum stock level reports • High value item report • Stock reaching expiry dates • Restock alerts • Distribution reports • Pending orders reports • Location based reports • Costing analysis • Patient to medicine Linked report • Stock movement reports • New stock arrival reports • Stock take reports • Slow moving stock report • Fast moving stock report	

Item No.	Name of Goods, Non-Consulting Services or related Service	Minimum Technical Specification and standards Requirements	Bidders Offered Specifications: Comply/Not Complied
	Lot 1- Inventory Management System (IMS)		
		• Drug reports such as drug dispensing history, drug usage, drug cost and analysis • Script reports and statistics • Patient reports and statistics, such as patient list by drug. • Proposal for management Dashboard reports which shall include Total Stock Value, % of Vital, Essential and Non-Essential Items (VEN), percentage of VEN in stock, percentage of stock outs in relation to EML, Expiring Stock Liability, Top facilities supplied in the last 90 days, Transactions per store.	
7	Finance	The system shall be linked to the main Ministry of Finance accounting system to facilitate expenditure management of resources.	
7.1	Function	The module shall have provision for: • General Ledger • Account payable • Account receivable • Cost accounting • Expenditure • Budgeting (Analytical operation) • Multi-currencies • Temporary and definitive entrance status • Electronic signatures of entries	
8	**E-Commerce**		
8.1	**E-mail based**	• CVS importable files link should be possible. • Validation and electronic signature	
8.2	**Web based**	Configuration of a web-based customer platform directly linked to the ERP.	
8.3	**Co-Managed Inventory**	• Co-managed inventory • Inter- Customer Supply Models (CSM) High Frequency (HF) replenishment option • Validation and electronic signature	
8.4	**Vendor Managed Inventory**	• Vendor Managed Inventory system. • Inter-CSM HF inventory management option	
9	**User Operation and Access Control**	• In a networking environment, the system shall have secure record-locking features for all • The system must provide features for usernames and passwords, access control for system functions, and log of critical data changes in all modules. • The application shall be able to provide user account control through an Active Directory as well as user account control inherent and localized to the Warehouse Management System.	
10	**Concurrent users**	Software shall allow at least 65 concurrent users with varied levels of access.	
11	**System Compatibility**	Compatibility with Windows 11 or later versions of PC Operating Systems and can operate in a Windows Server 2016 or later version or Ubuntu Linux server version 20 and later environment.	
12	**Linkage to other health facilities**	Software shall be able to link and capture the stock movement in the various Locations (hospitals, dispensary, health centres, EPI and medical stations)	
13	**Linking Module to E-Health System**	• It should support the future linkage of E-Health through the use of internationally recommended standards such as HL7 FHIR and support for standard terminology. • Ability to Send Raw Data Links/Structure that can be referenced by the E-Health System that has a direct relationship to other Health Data.	
14	**Data Security**	The Supplier shall ensure that the Inventory Management System (IMS) complies with the highest standards of data security, confidentiality, integrity, and availability. The following minimum requirements shall apply:	

Item No.	Name of Goods, Non-Consulting Services or related Service	Minimum Technical Specification and standards Requirements	Bidders Offered Specifications: Comply/Not Complied
	Lot 1- Inventory Management System (IMS)		
14.1	**Information Security Standards**	• The IMS shall be designed, developed, and operated in compliance with **ISO/IEC 27001** (Information Security Management Systems) and **ISO/IEC 27701** (Privacy Information Management), or equivalent internationally recognized standards. • The Supplier shall ensure that all web-based components of the Inventory Management System (IMS) are developed and maintained in accordance with the security principles of the Open Worldwide Application Security Project (OWASP). This includes adherence to the OWASP Top 10 application security risks, implementation of secure coding practices, and routine vulnerability assessments to identify and remediate weaknesses. The Supplier shall demonstrate how OWASP guidelines have been incorporated into system design, development, testing, and ongoing maintenance to ensure robust protection against common web application threats.	
14.2	**Data Confidentiality and Access Control**	• The system shall enforce Role-Based Access Control (RBAC), ensuring users only access data necessary for their duties. • Access to data shall follow the principle of least privilege and data minimization • All user accounts shall require strong authentication, including minimum password complexity, configurable password expiry, and optional multi-factor authentication (MFA). • Administrative privileges shall be restricted, logged, and monitored.	
14.3	**Data Encryption**	• All data in transit shall be encrypted using Transport Layer Security (TLS)1.2 or higher. • All data at rest, including backups, shall be encrypted using AES-256 or equivalent. Encryption keys shall be securely stored and managed following industry's best practices.	
14.4	**Audit Trails and System Logging**	• The IMS shall maintain tamper-proof audit logs capturing user logins, data access, configuration changes, stock adjustments, and all critical transactions. • 4Audit logs shall be retained for a minimum of seven (7) years or as required by national regulations. • Logs shall be exportable for compliance, forensic analysis, and monitoring.	
14.5	**Data Hosting, Storage, and Sovereignty**	• All data shall be hosted in a secure environment that complies with national Information and Communication Technology (ICT) policies and data-sovereignty requirements. • If cloud hosting is proposed, the Supplier must provide evidence of compliance with ISO 27001, SOC 2 Type II, or equivalent certifications. • The Supplier shall ensure that no data is transferred outside the jurisdiction without prior written approval from the Procuring Entity. • Any approved cross-border data transfer shall ensure an adequate level of protection consistent with the Data Protection Act, 2023.	
14.6	**Backup, Disaster Recovery, and Business Continuity**	• The IMS shall include an automated backup and recovery mechanism, with daily incremental and weekly full backups. • A Disaster Recovery Plan (DRP) and Business Continuity Plan (BCP) must be provided, including Recovery Time	

Item No.	Name of Goods, Non-Consulting Services or related Service	Minimum Technical Specification and standards Requirements	Bidders Offered Specifications: Comply/Not Complied
	Lot 1- Inventory Management System (IMS)		
		Objective (RTO) and Recovery Point Objective (RPO) parameters. • The Supplier shall conduct at least one annual disaster recovery test and provide results to the Procuring Entity.	
14.7	**Data Integrity and Protection Against Loss**	• The system shall include safeguards to prevent unauthorized modification, deletion, or corruption of data. • The Supplier shall implement anti-malware, intrusion detection, and intrusion prevention mechanisms at the application and server levels.	
14.8	**Interoperability and Secure Integration**	• All integrations with external systems (e-health platforms, finance systems, etc.) shall use secure APIs with authentication tokens and encrypted communication. • Interoperability shall follow **HL7/FHIR** or other approved standards. • No external system shall access the IMS without prior authorization and security validation.	
14.9	**Data Ownership and Privacy**	• All data generated, stored, or processed by the IMS shall remain the exclusive property of the Government of Grenada. • The Supplier shall not use, share, or process data for any purpose other than fulfilling contractual obligations. • The Supplier shall comply with the Data Protection Act, 2023 of Grenada and all applicable national data protection requirements. The Procuring Entity shall act as Data Controller and the Supplier as Data Processor with processing limited to documented instructions and defined purposes. • personal data shall only be collected and processed for legitimate and define purposes related to public health, supply chain and inventory management and shall not be further processed in a manner incompatible with those purposes. • The system shall support the ability of the Procuring Entity to access, retrieve and correct personal data, and to restrict or manage processing where required under applicable law. • Data shall be retained in accordance with national public health regulations and records management policies. The Supplier shall implement secure deletion mechanisms to ensure data is permanently destroyed when no longer required. • The IMS shall be designed to minimize the collection and exposure of personal data and to apply appropriate privacy settings by default.	
14.10	**Security Incident Management**	• The Supplier shall maintain a documented Security Incident Response Plan. • Any suspected or confirmed data breach must be reported to the Procuring Entity within 24 hours. • The Supplier shall cooperate fully in investigations and remediation activities. • The Supplier shall support the Procuring Entity in fulfilling any legal obligations for breach of notification under the Data Protection Act, 2023, including reporting to relevant authorities and affected entities, where applicable	
15	**Provide a Service Level Agreement**	Minimum Service Level Agreement (SLA) Requirements for the Inventory Management System (IMS):	
15.1	**System Availability and Uptime**	• The Supplier shall ensure that the IMS is available 24 hours per day, 7 days per week, excluding approved maintenance windows.	

Item No.	Name of Goods, Non-Consulting Services or related Service	Minimum Technical Specification and standards Requirements	Bidders Offered Specifications: Comply/Not Complied
	Lot 1- Inventory Management System (IMS)		
		• The minimum acceptable system uptime shall be 99.5% per calendar month. • Any downtime outside the approved maintenance window shall be classified as unplanned downtime and subject to penalties. • The Supplier shall provide real-time monitoring tools or dashboards to track system availability.	
15.2	**Performance Requirements**	• The IMS shall support concurrent usage by all authorized users without degradation of performance. • Page load times for core functions (login, stock search, issuing, receiving, dispensing, reporting) shall not exceed 3 seconds under normal operating conditions. • Batch processing tasks (e.g., stock reconciliation, data imports) shall complete within 10 minutes, unless otherwise agreed. Application Programming Interface (API) response times for integrations shall not exceed 2 seconds for 95% of transactions.	
15.3	**Helpdesk and Technical Support**	• The Supplier shall provide a dedicated helpdesk with the following minimum service hours: Monday to Friday: 08:00–17:00 local time and Emergency support: 24/7 for critical incidents • Support channels shall include Telephone, Email, Ticketing system and Remote access support The Supplier shall assign a Service Manager responsible for SLA compliance and reporting.	
15.4	**Preventive and Corrective Maintenance**	• The Supplier shall conduct monthly preventive maintenance, including performance optimization, log review, and security checks. • Corrective maintenance shall be performed as required to address defects, vulnerabilities, or performance issues. Planned maintenance windows must be: Communicated at least 72 hours in advance, Scheduled outside business hours and Limited to 4 hours per month	
14	**Linking Module to e-Health System**	• It shall support the future linkage of e-Health through the use of internationally recommended standards such as HL7 FHIR and support for standard terminology. • Ability to Send Raw Data Links/Structure that can be referenced by the e-Health System that has a direct relationship to other Health Data.	
15	**TRAINING**		
	User Training	Vendors/manufacturers are to propose and implement a solid training framework for all identified end users in all modules and ad hoc customizations.	
	Key Experts including Trainers	Provide Curriculum Vitae for Project Manager / System Configuration Specialist (Team Lead), Information Technology Expert (Solution Architect & Training Lead) and two Support Trainer – Inventory Management System (IMS) in line with qualifications and experience outlined in the TORs. **In total four (4) CVs. Provide a complete set of the four CV as a separate document in addition to your statement of agreement on the specification sheet.**	
	System Administration and Maintenance Training	IT personnel, procurement staff, CMS staff, EPI staff, pharmacists, nurses and selected Pharmacy staff shall be provided training on the	

Item No.	Name of Goods, Non-Consulting Services or related Service	Minimum Technical Specification and standards Requirements	Bidders Offered Specifications: Comply/Not Complied
	Lot 1- Inventory Management System (IMS)		
		Inventory Management System client installation, configuration and maintenance.	
	Associated Training Manuals	• Documentation is to be provided outlining these processes. • Bidder will provide manuals, Standard Operating Procedures, quick guides, and le-earning content. • Bidder will build MoH capacity for long-term system administration and sustainability. • Bidder will provide full technical documentation, configuration guides, and system architecture.	
15.1	**Implementation Plan**	The Bidder shall provide an implementation plan which includes a Gantt Chart outlining key activities from design, deployment, configuration, data migration, testing, and go-live support and training. This should be included as a complete plan separately with all the required details.	
16	**HARDWARE**		
16.1	**Computers**	The system will run on already existing infrastructure. **COMPUTERS ARE ALREADY IN PLACE. Details are under Annex 2: IT Infrastructure Readiness Assessment**	
16.2	**Server**	The system will run on already existing infrastructure. **SERVER ALREADY IN PLACE. Details are under Annex 2: IT Infrastructure Readiness Assessment**	

Lot 2: Hardware
Evaluation for this Lot shall be on PASS/FAIL Basis

Item No.	Name of Goods, Non-Consulting Services or related Service	Technical Specification and standards	Bidders Offered Specifications: Comply/Not Complied
		BIDDERS SHALL PROVIDE BIDS AND OFFER ACCEPTABLE MINIMUM SPECIFICATIONS INDICATED BELOW:	
1	**Thermal Label Printers: One (1) CMS, four (4) hospitals and thirty-seven (37) community pharmacies**	**Thermal Label Printers (Specifications below or equivalent)**	
		Standard Features Print method: Thermal transfer or direct thermal	
		Programming language:EPL™and ZPL are standard construction: Dual-wall frame	
		Tool-less print head and platen replacement	
		Open ACCESS™ for easy access	
		Quick and easy ribbon loading	
		Auto-calibration of media	
		Triple connectivity: USB, Parallel, Serial	
		Certified Microsoft Windows drivers	
		ENERGY STAR qualified	
		Resolution 203 dpi/ 8 dots per mm	
		Memory Standard 4 MB Flash, 8 MB SDRAM	

Item No.	Name of Goods, Non-Consulting Services or related Service	Technical Specification and standards	Bidders Offered Specifications: Comply/Not Complied
		Print Width 4.09″/104 mm	
		Maximum Print Length 39 ″/991 mm	
		Maximum Print Speed 5 ″/ 127 mm	
		Media Sensors Standard: Fixed reflective and tansmissive sensors	
		Media Types Roll-fed or fan fed, die cut or continuous direct thermal labels with or without black line, tag stock, continuous receipt paper, wristbands	
		Environmental Operating temperatures: 40 F/4.4º C to 105º F/41º C	
		Fonts and Character Sets 16 resident expandable ZPL II bitmap fonts	
		One resident scalable ZPL font	
		Five resident expandable EPL2 fonts	
		Native open type font support	
		Unicode™compliant for multi-language, on demand thermal printing.	
		Graphic Features Supports user –defined fonts and graphics- including custom logos	
		ZPL II drawing commands	
		Power 220V	
		Warranty 2 years	
		Brochure	
2	**Barcode Reader Scanners- High Volume: One (1) CMS and four (4) Hospitals**	**Barcode reader Scanners -High Volume**	
		Form factor Handheld	
		Scanner Capability Minimum 2D with a USB interface	
		Barcode symbology Minimum support for Code 128 with subsets A/B/C and UCC case codes	
		Connection USB, Bluetooth	
		Accessories USB cable, Range between 1.5m and 2m	
		Power 220V	
		Warranty 1-2 years	
		Brochure	
3	**Barcode Reader Scanners- Low Volume: Thirty-seven (37) Community Pharmacies.**	Barcode reader Scanners- low Volume	
		Form factor Handheld	
		Scanner Capability Minimum 1D	
		Barcode symbology Minimum support for Code 128 with subsets A/B/C and UCC case codes	
		Connection USB, Bluetooth	
		Accessories USB cable, Range between 1.5m and 2m	

Item No.	Name of Goods, Non-Consulting Services or related Service	Technical Specification and standards	Bidders Offered Specifications: Comply/Not Complied
		Power 220V	
		Warranty 1-2 years	
		Brochure	
4	**Printer/Copier/Scanner: One (1) CMS AND four (4) Hospitals**	**Printer/Copier/Scanner**	
		Printer type Laser printer	
		Colour Black/White/Colour	
		Media size A4/A3	
		Printer resolution Minimum 600dpi	
		Input paper capacity Minimum 300 sheets	
		Interface USB, WiFi, Ethernet	
		Power 220 V	
		Warranty 1-2 years	
		Brochure	
5	**Direct Thermal Tri-Labels: QTY 4,000**	Direct Thermal Tri-Labels for use on the Thermal Label Printers. Measurements are: 74mm wide and 62mm high.	
6	**Spare parts and other Accessories for hardware equipment.**	Availability in Grenada or Region	
7	**Brochures**	Provide brochures for the offered hardware to be used by purchaser for verification.	

Qualification and Experience of Vendor

Required qualifications and experiences for this assignment are:

(a) The vendor should have specialized experience and application products targeting Inventory Management System for health products (medicines & medical consumables) or equivalent health products.

(b) At least 5 years of experience in managing Inventory Management System for health products or similar goods in the Caribbean or similar environments.

(c) Demonstrated experience in installing and implementing similar assignments in environments similar to Grenada.

(d) Provide four (4) Curriculum Vitae of Key Experts as per TOR requirements.

(e) Proven track record of supporting Inventory Management System for health products or related products in the Caribbean, Pacific, Asia or developing countries over 5 years; and

(f) Proven knowledge and experience on SQL database management or an open-source database system such as PostgreSQL or equivalent.

Deliverables

No	Description	Delivery Timelines	Comments by Vendors
Lot 1			
	Design, deployment, system configuration, data migration, data integration, testing, and go-live support, technical **installation, roll out to all facilities and Training -IMS Software**	**Within 24-36 Weeks (6-9 months) after contract signing**	
SPECIFIC PROJECTED TIMELIMES FOR ACTIVITIES			
1	Inventory Control Management System Software Design, deployment, system configuration, data migration, data integration, testing, and go-live support. Licenses included. Phase 1: CMS and roll out to Four (4) Hospitals	Within 10-14 weeks after contract signing	
2	Inventory Control Management System Software Design, deployment, system configuration, data migration, data integration, testing, and go-live support Licenses included and roll out Phase 2: Thirty-two (32) dispensaries and three (3) Institutions	Within 14-16 weeks after contract signing.	
3	Training including production of training materials for Phase 1	Start from 10 weeks after contract signing	
4	Training including production of training materials for Phase 2	Start from 10 weeks after contract signing	
Lot 2	**Hardware Equipment**		
1	Thermal Label Printers	6-10 weeks	
2	Barcode Reader Scanners, High Volume	6-10 weeks	
3	Barcode Reader, Low Volume	6-10 weeks	
4	Printer/Copier/Scanner	6-10 weeks	
5	Direct Thermal Tri-Labels	6-10 weeks	

Key Staff
Project Manager / System Configuration Specialist- Team Lead

Responsibilities

- The Project Manager / System Configuration Specialist will provide overall leadership and technical direction for the design, configuration, deployment, and operationalization of the Inventory Management System (IMS). This key staff member should have extensive experience in digital health systems, pharmaceutical supply chain operations, and end-to-end project delivery within government and donor-funded environments.
- The specialist will oversee project planning, stakeholder coordination, requirements gathering, system design, configuration, testing, and national rollout.
- Ensure that the IMS aligns with national supply chain workflows, supports efficient stock management, and strengthens visibility and accountability across all levels of the health system. The role includes leading multidisciplinary teams, managing project risks and timelines, and ensuring compliance with quality assurance standards.
- The specialist will translate user requirements into functional specifications; configure item master data, stock management modules, dispensing modules, batch/expiry tracking, and automated reorder mechanisms; and set up user roles, access controls, dashboards, and analytics.

- Guide interoperability with Electronic Medical Records (EMR) systems, the District Health Information System, Enterprise Resource Planning (ERP) platforms, procurement systems, and national Health Information System platforms. The specialist will also lead User Acceptance Testing (UAT), pilot deployments, troubleshooting, and iterative refinement of system configurations.
- The specialist will develop Standard Operative Procedures (SOPs), training materials, and system administration guides, and will conduct training-of-trainers and end-user sessions to ensure sustainable system adoption.
- Facilitate change management processes and maintain active engagement with the Ministry of Health, Central Medical Stores and health facilities.

Qualifications

- The Project Manager / System Configuration Specialist should hold a master's degree in information systems, Computer Science, Supply Chain Management, or Health Informatics, with advanced qualifications and certifications such as PRINCE2, Project Management Professional (PMP), Information Technology Infrastructure Library (ITIL) certification, or the Certified Supply Chain Professional (CSCP) considered an asset.
- Should have 7 years of experience in ICT or health information system implementation, including hands-on configuration of inventory or logistics management systems in the health sector. Their background includes strong knowledge of pharmaceutical supply chain operations, global system of barcodes and product identification, and LMIS/ERP integration.
- Should have technical depth, project leadership, and sector expertise to ensure successful delivery of a robust, scalable, and user centered Inventory Control Management System that strengthens national health supply chain performance.
- Experience of working in the Caribbean Islands, South Pacific Islands, Asia or equivalent environment on similar assignments.

Information Technology Expert (Solution Architect & Training Lead)- One (1) Team Member.

Responsibilities

- Lead system architecture design for the Inventory Management System, ensuring alignment with national pharmaceutical supply chain workflows.
- Oversee installation, configuration, and deployment of IMS modules, including item master setup, receipts, issues, transfers, adjustments, batch/expiry tracking, and automated reorder rules.
- Conduct ICT infrastructure assessments and guide server setup, database deployment, and system readiness.

- Ensure interoperability with Electronic Medical Records (EMR) systems, District Health Information System (DHIS), Enterprise Resource Planning (ERP) platforms, and national health information system frameworks.
- Lead User Acceptance Testing (UAT), system validation, troubleshooting, and iterative configuration refinement.
- Develop training materials, SOPs, user manuals, and system administration guides tailored to CMS, Hospital and Dispensary facility-level users.
- Deliver training-of-trainers (ToT) and end-user training for pharmacists, warehouse staff, clinicians, and supply chain officers.
- Provide post-deployment support, helpdesk services, and system optimization during rollout and stabilization phases.
- Engage with the Ministry of Health, Central Medical Stores, and Health Facilities to ensure system adoption, change management, and sustainability

Key Qualifications and Experience

- Master's degree in information systems, Computer Science, Health Informatics, or related field; bachelor's degree in IT or Computer Science required.
- Minimum 5 years of professional experience implementing digital health systems, logistics management information systems (LMIS), or inventory control platforms.
- Demonstrated experience designing and configuring IMS/LMIS solutions for medicines and medical consumables in public health supply chains.
- Strong understanding of pharmaceutical logistics processes, including warehousing, distribution, stock control, FEFO/FIFO, and consumption reporting.
- Proven expertise in system architecture, data modelling, item master structuring, catalogue management, and workflow design.
- Hands-on experience integrating IMS with EMR, DHIS2, ERP, and procurement systems.
- Skilled in UAT planning, system testing, troubleshooting, and configuration documentation.
- Extensive experience developing SOPs, training materials, and user manuals, and delivering ToT and end-user training.
- Certifications such as Project Management Professional (PMP), Information Technology Infrastructure Library (ITIL), and Certified Supply Chain Professional (CSCP) are strong assets.

- Excellent communication, facilitation, and stakeholder engagement skills, with a track record of supporting national-level system rollouts.

Support Trainer – Inventory Management System (IMS)- Two Team Members.

Responsibilities

- Support the lead trainer in planning, organizing, and delivering training sessions for IMS users at CMS, Hospitals, and Dispensary facility levels.
- Assist in developing training materials, user guides, job aids, and quick reference sheets tailored to pharmacists, warehouse staff, clinicians, and supply chain officers.
- Conduct hands-on training on IMS modules, including stock receipts, issues, transfers, adjustments, stock counts, batch/expiry tracking, and reporting.
- Provide one-on-one coaching and on-site mentoring during pilot implementation and rollout phases.
- Support User Acceptance Testing (UAT) by guiding users through test scripts, documenting feedback, and reporting system issues.
- Assist in data entry training, data quality checks, and verification of migrated or cleaned data.
- Provide helpdesk support during and after rollout, escalating technical issues to the configuration or development team.
- Support change management activities, including user sensitization, communication, and adoption monitoring.
- Document training attendance, user competency levels, and post-training support needs.

Key Qualifications and Experience

- Diploma or bachelor’s degree in information technology, Computer Science, Health Informatics, Supply Chain Management, or related field.
- Minimum 3 years of experience supporting digital health systems, logistics management information systems (LMIS), or inventory control platforms.
- Hands-on experience training end-users on ICT systems, preferably in the health or pharmaceutical supply chain sector.
- Good understanding of stock management processes for medicines and medical consumables, including FEFO/FIFO, batch/expiry tracking, and stock reporting.
- Familiarity with IMS/LMIS modules such as receipts, issues, adjustments, stock counts, and consumption reporting.

- Experience supporting system rollout, UAT, troubleshooting, and user support.
- Ability to develop user-friendly training materials and deliver practical, scenario-based training sessions.
- Strong communication, facilitation, and interpersonal skills, with the ability to support users of varying technical abilities.
- Experience working with Ministries of Health, Central Medical Stores, or donor-funded health programs is an advantage.
- Certifications in digital literacy, training facilitation, or IT support are desirable (e.g., Computing Technology Industry Association (CompTIA), ICDL, ITIL Foundation).

Technical Specification Annex 1

1. General Hospital Pharmacy Operational

WARD ORDERS

The medicines and medical supplies procured from Central Medical Stores are issued to Wards from requisitions submitted by nurses in the wards.

Number	Wards / Departments	Issued from Pharmacy
1	Paediatric	Pharmaceuticals, Medical Supplies
2	Neonatology Unit	Pharmaceuticals, Medical Supplies
3	Female Medical	Pharmaceuticals, Medical Supplies
4	Male Medical	Pharmaceuticals, Medical Supplies
5	Gynaecology	Pharmaceuticals, Medical Supplies
6	Obstetric	Pharmaceuticals, Medical Supplies
7	Male Surgical	Pharmaceuticals, Medical Supplies
8	Female Surgical	Pharmaceuticals, Medical Supplies
9	Operating Theatre	Pharmaceuticals, Medical Supplies
10	Recovery Room	Pharmaceuticals, Medical Supplies
11	ICU	Pharmaceuticals, Medical Supplies
12	Isolation	Pharmaceuticals, Medical Supplies
13	Ophthalmology	Pharmaceuticals, Medical Supplies
14	Radiology Unit	Medical Supplies, & 70% Alcohol
15	Oncology Unit	Pharmaceuticals, Medical Supplies
16	Nephrology Unit	Pharmaceuticals, Medical Supplies
17	Accident and Emergency	Pharmaceuticals, Medical Supplies
18	Outpatient Clinic	Pharmaceuticals, Medical Supplies
19	Laboratory Unit	Medical Supplies, & 70% Alcohol
20	National Infectious Disease and Control Unit (NIDCU)	Pharmaceuticals, Medical Supplies

PRESCRIPTIONS

- ❖ Prescriptions at the hospital are dispensed for patients discharged from the wards and a small number from the outpatient clinic.
- ❖ The prescriptions are filed according to
    - o Discharged
    - o Outpatient
    - o Staff
    - o Oncology
    - o Nephrology
    - o NIDCU

2. District Dispensary & Operations

District	Name of Station	Issued from the dispensary
St. Patricks District	Sauteurs Dispensary	Pharmaceuticals
	Riversallee Dispensary	Pharmaceuticals
St. Davids District	Bellevue Dispensary	Pharmaceuticals
	Crochu Dispensary	Pharmaceuticals
	Vincenness Dispensary	Pharmaceuticals
	Perdmontemps Dispensary	Pharmaceuticals
St. Andrews district I	Grand Bras Dispensary	Pharmaceuticals
	Mt. Carmel Dispensary	Pharmaceuticals
St. Andrew's District II	Ahoma Dispensary	Pharmaceuticals
	Hermitage Dispensary	Pharmaceuticals
	Paraclete Dispensary	Pharmaceuticals
	Birchgrove Dispensary	Pharmaceuticals
	Paradise Dispensary	Pharmaceuticals
St. John's District	Gouyave Dispensary	Pharmaceuticals
	Grandroy Dispensary	Pharmaceuticals
St. Marks District	Victoria Dispensary	Pharmaceuticals
	Union Dispensary	Pharmaceuticals
St. George's Government Dispensary (Hospital)	St. George's Dispensary	Pharmaceuticals
Carriacou District	Princess Royal Dispensary	Pharmaceuticals, Medical Supplies
	Hillsborough Dispensary	Pharmaceuticals
	Mt.Pleasant Dispensary	Pharmaceuticals
	Petite Martinique Dispensary	Pharmaceuticals
	Winward Dispensary	Pharmaceuticals
	L'esterre Dispensary	Pharmaceuticals
St. George's South	Westerhall Dispensary	Pharmaceuticals
	Grand Anse Dispensary	Pharmaceuticals
	Morne Jaloux Dispensary	Pharmaceuticals
	Woburn Dispensary	Pharmaceuticals
St. George's North	Happy Hill Dispensary	Pharmaceuticals

District	Name of Station	Issued from the dispensary
	Good Hope Dispensary	Pharmaceuticals
	Snug Corner Dispensary	Pharmaceuticals
	New Hampshire Dispensary	Pharmaceuticals
	Mt. Moritz Dispensary	Pharmaceuticals
Princess Alice Hospital	Princess Alice Hospital Pharmacy	Pharmaceuticals, Medical Supplies
Princess Royal Hospital	Princess Royal Pharmacy	Pharmaceuticals, Medical Supplies
Mt. Gay Hospital	Mt. Gay Psychiatric Hospital Pharmacy	Pharmaceuticals, Medical Supplies
Institutions	Richmond Home	Pharmaceuticals, Medical Supplies
	Dorothy Hopkin Home	Pharmaceuticals, Medical Supplies
	HM Prison	Pharmaceuticals, Medical Supplies

Note

The supplier shall install the Inventory Management System for Dashboard purposes in the Ministers, Permanent Secretary, Chief Medical Officer, Chief Pharmacist and Information Technology Manager Offices.

IT Infrastructure Readiness Assessment- Annex 2

Preparation for the Implementation of a New Inventory Management System

This readiness assessment evaluates the current IT infrastructure's ability to support the implementation of a new enterprise-level Inventory Management System.

The assessment focuses on infrastructure components rather than application functionality, as final software specifications are not yet available. It also considers the Government's/planned major IT infrastructure upgrade, which is expected to significantly influence system readiness.

Scope includes

- Data center / server infrastructure
- Network connectivity and reliability
- End-user devices
- Core platform services (OS, databases, identity)

Data Center/ Server Infrastructure

The Ministry of Health currently has allocated capacity within the Government of Grenada's Tier II Data Centre to support the deployment and operation of the inventory management system.

The data center operates within a fully virtualized environment using VMware ESXi version 6.5.0, enabling efficient resource utilization, centralized management, and rapid provisioning of virtual servers. The facility is equipped with redundant power systems, including uninterruptible power supplies (UPS) and a backup generator.

The allocated resources include a total of 144 processing cores distributed across three blade servers configured in a clustered environment, providing resilience and load balancing. In addition, the Ministry has been provisioned with approximately 26 TB of enterprise storage and 1.5 TB of system memory to support current system requirements and future scalability.

Network Connectivity and reliability

All health facilities where the inventory management system will be deployed are currently connected via the Government of Grenada's CARCIP network infrastructure. This is a modern fiber-optic network delivering up to 10 Gbps connectivity between facilities and up to 1 Gbps internal network capacity within facilities.

The CARCIP network provides direct connectivity to both the Government Data Centre and the Ministry of Health's server room located at the General Hospital. Other facilities connected to this network include Princess Alice Hospital, Princess Royal Hospital, Mt. Gay Psychiatric Hospital, and all community health facilities with dispensaries.

The core network is designed to support government-wide broadband integration and aligns with the "Whole-of-Government" (WoG) enterprise architecture, providing a robust and scalable foundation for the deployment and operation of the inventory management system.

End-user devices (Desktop computers)

At present, desktop computers are deployed in most of the health facilities where the inventory management system will be implemented. These desktop computers typically run either Windows 10 or Windows 11, with Windows 11 being the most installed operating system. All machines are 64-bit Professional editions and are equipped with more than 4 GB of RAM, which is sufficient to support most web-based applications.

To achieve full coverage across all facilities, an additional 40 desktop computers may be required.

Future IT upgrade of the General Hospital Server Room and IT infrastructure

In addition to the capacity provided at the Government of Grenada's central Data Centre, planned upgrades to the Ministry of Health's on-site server room will further strengthen hosting, resilience, and scalability for health information systems. The proposed infrastructure includes two enterprise-grade rack-mounted servers with high-core-count processors, large memory capacity, and high-performance solid-state storage, designed to support virtualization workloads and future system expansion without performance degradation.

The upgrade also incorporates a high-capacity Network Attached Storage (NAS) solution capable of scaling up to 300 TB, providing centralized, resilient storage for databases, backups, and system archives.

Redundant 10-gigabit network interfaces and hardware RAID ensure high availability and fast data access.

To support operational reliability, the server room will be equipped with enterprise Power Distribution Units (PDUs), dual online Uninterruptible Power Supplies (UPS) providing extended runtime, and an IP-based KVM switch to enable secure remote management.

All equipment will be covered by a comprehensive three-year warranty and local support arrangement, including installation, configuration, and access to spare parts.

Collectively, these upgrades establish the Ministry of Health's server room as a robust secondary hosting environment, providing additional capacity, redundancy, and flexibility alongside the national data center to support current operations and anticipated growth in digital health systems.

4. Drawings: Not Applicable

List of Drawings		
Drawing Nr.	**Drawing Name**	**Purpose**

5. Tests and Inspections

The following inspections and tests shall be performed:

Pre-shipment inspection by the Manufacturer to guarantee good manufacturing and conformity to Inventory Management System Software and hardware equipment specifications under this contract.

Prior to acceptance by the Purchaser, an inspection by the Purchaser will be carried out at the final destination, to verify that the hardware equipment supplied comply with the bid specification.

The inspection shall be witnessed by the Supplier's representative(s).

The supplier representative shall conduct trial runs of the Inventory Management System Software and hardware equipment and all associated components including accessories, to ascertain compliance to the specifications shall be required.

PART 3 – Conditions of Contract

Section VIII. General Conditions of Contract

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Section VIII. General Conditions of Contract (GCC)

1. Definition	1.1 The following words and expressions shall have the meanings hereby assigned to them: (a) "Bank" means the Caribbean Development Bank (CDB). (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 person, private or government entity, or a combination of the above, that has entered into an subcontracting agreement with the Supplier to facilitate the execution of the Contract Agreement, including the provision of Related Services, such as inspection, insurance, packing, shipment, insurance, training, commissioning or installation services, for Goods provided by a Subsupplier. . The role of the Subcontractor does not extend to that of the Subsupplier. (n) “Subsupplier” means any person, private or government entity, or a combination of the above, that has entered into an agreement with the Supplier to supply all or part of the Goods and Related Services to be provided to the Supplier to enable the latter to fulfill the Contract Agreement. (o) “Supplier” means the 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. (p) “The Project Site,” where applicable, means the place named in the SCC.
2. Contract Documents	2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts
	thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Prohibited Practices and Other Integrity Related Matters	3.1 The Bank requires compliance with its policy in regards to Prohibited Practices and Other Integrity Related Matters, as set forth in Appendix to the SCC.
	3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
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 specified in the SCC.
	(b) The terms EXW, CIP, FCA, CFR 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 authorised 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 authorised 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	Suppliers or joint venture partners shall have the nationality of an eligible country as detailed in the SCC and shall comply with the following:
		(a) be legally constituted, incorporated or registered in and operates in conformity with the provisions of the laws of an eligible country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be, and have their principal place of business in an eligible country; (b) be more than fifty (50) percent beneficially-owned by a citizen or citizens and/or a bona fide resident or residents of an Eligible Country, or by a body corporate or bodies meeting these requirements, as far as the ownership can be reasonably determined; and (c) shall have no arrangement and undertake not to make any arrangement whereby the majority of the financial benefits of the contract, i.e., more than fifty (50) percent of the value of the contract, will accrue or be paid to Subcontractors or Subconsultants that are not from an Eligible Country.
	7.2 7.3	The Goods required shall have their origin in any country with the exceptions indicated in the SCC. For the purposes of this Contract, the term “Goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance..

	7.4 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its components.
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 Purchaser's Country, unless otherwise specified in the SCC. 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when:
	(a) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with that country; or (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, the Recipient's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
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 the Bank	11.1 The Supplier shall keep and shall make all reasonable efforts to cause its Subcontractors and Subsuppliers to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
	11.2 Pursuant to the Appendix to the General Conditions the Supplier shall permit and shall cause its Subcontractors, Subsuppliers and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors', Subsuppliers and subconsultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the

		exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing suspensions and sanctions procedures).
12. Scope of Supply	12.1	The Goods and Related Services to be supplied shall be as specified in the Supply Requirements.
13. Delivery and 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 Supply 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 authorised 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 formats 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 or Subsuppliers such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor or Subsupplier to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor or Subsupplier 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 the Bank 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 and Subsupplying	21.1 The Supplier shall notify the Purchaser in writing of all subcontracts and subsupply contracts awarded to Subcontractors and Subsuppliers 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, Subcontractors, subsupply contracts and Subsuppliers 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 VII, Supply 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 Supply 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 and Related Services	25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
	25.2 The Supplier may be required to provide any or all of the following Related Services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
	25.3 Prices charged by the Supplier for Related Services, if not included in the Contract Price for the Goods, 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.

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 Subcontractors or Subsuppliers, 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 or Subsupplier, 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 26.4	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. 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 specification's 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 impedes 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 installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and (c) 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 29.4	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. 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, Subcontractors and Subsuppliers 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. Change 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 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 Value Engineering: The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following; (a) the proposed change(s), and a description of the difference to the existing contract requirements; (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and (c) a description of any effect(s) of the change on performance/functionality.
	The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that: (a) accelerates the delivery period; or (b) reduces the Contract Price or the life cycle costs to the Purchaser; or

	(c) improves the quality, efficiency or sustainability of the Goods; or (d) yields any other benefits to the Purchaser,
	without compromising the necessary functions of the Facilities. If the value engineering proposal is approved by the Purchaser and results in: (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the SCC of the reduction in the Contract Price; or
	(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price. 33.5 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. Extensions of Time	34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors or Subsuppliers 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 Fraud and Corruption, as defined in paragrpah 2.2 a of the Appendix to the GCC, 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 the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorisations 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 IX - Special Conditions of Contract (SCC)

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(i)	The Purchaser's Country is: **Grenada**
GCC 1.1(j)	The Purchaser is: **Ministry of Health**
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is/are: **Central Medical Stores, Four (4) hospitals, thirty-two (32) dispensaries and three (3) institutions.** The addresses are indicated in annex 1 under technical specifications.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be **INCOTERMS 2020**
GCC 5.1	The language shall be: **English**
GCC 7.1	Eligible countries are **All countries.**
GCC 7.2	Exceptions to the origin of equipment, material, and services are: **Not Applicable**
GCC 8.1	For notices, the Purchaser's address shall be: Attention: **Permanent Secretary** Street Address: **Sir Eric M. Gairy Botanical Gardens**, **Tanteen, St. George** **GRENADA W.I.** Floor/ Room number: **2nd Floor, Ministerial Complex**
	City: **St. George** Country: Grenada Telephone: 1 (473) 440-2649 Electronic mail address: ps@health.gov.gd

GCC 9.1	The governing law shall be the law of*:* **Grenada**
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: **"Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's Country."** ***(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. ***(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 documents to be furnished by the Supplier are: **a negotiable bill of lading,** **a non-negotiable sea waybill or an airway bill (depending on the proposed transportation by bidders).** **Insurance certificate.** **Manufacturers or Supplier's warranty certificate.** **Inspection certificate** 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	***Sample provision*** 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 **currency of the Contract Price** 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 Document or another form acceptable to the Purchaser. (ii) Upon delivery of deliverables: Payments for deliverables shall be made as follows: **Payments for deliverables shall be made as follows:** **Lot 1** (a) 80% of the bid sum of Inventory Management System Software, Licenses, Design, deployment, System Configuration, data migration, data integration, go live set up and technical installation for Phase 1: CMS and Four (4) Hospital shall be done upon completion of design and the required configurations and for roll out to the four hospitals. Certificate of acceptance for the goods and non-consulting services shall be issued to support the payment. (b) 80% of the bid sum of Design, deployment, System Configuration, data migration, data integration, go live set up and technical installation for Phase 2: Thirty-two (32) dispensaries and three (3) Institutions upon completion of design and the required configuration and for roll out to the 35 facilities. Certificate of acceptance for the goods and non-consulting services shall be issued to support the payment. (c) 80% of the bid sum of Phase one (1) training at CMS and the four hospitals upon completion of training. Certificate of acceptance for the training shall be issued to support the payment. (d) 80% of the bid sum of Phase two (2) training for the thirty-two dispensaries and three (3) institutions upon completion of training. Certificate of acceptance for the training shall be issued to support the payment. **Lot 2** 80% of the bid sums for hardware equipment upon receipt of equipment, inspection and certificate of acceptance issued out. (iii) **On completion of installation, roll out and training**: 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 of the Contract Price** 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:** Payment for Goods and Services supplied from within the Purchaser's Country shall be made in **United States Dollar** 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 Document or another form acceptable to the Purchaser. (ii) Upon completion of deliverables: **Payments for deliverables shall be made as follows:** **Lot 1** (a) 80% of the bid sum of Inventory Management System Software, Licenses, Design, deployment, System Configuration, data migration, data integration, go live set up and technical installation for Phase 1: CMS and Four (4) Hospital shall be done upon completion of design and the required configurations and for roll out to the four hospitals. Certificate of acceptance for the goods and non-consulting services shall be issued to support the payment. (b) 80% of the bid sum of Design, deployment, System Configuration, data migration, data integration, go live set up and technical installation for Phase 2: Thirty-two (32) dispensaries and three (3) Institutions upon completion of design and the required configuration and for roll out to the 35 facilities. Certificate of acceptance for the goods and non-consulting services shall be issued to support the payment. (c) 80% of the bid sum of Phase one (1) training at CMS and the four hospitals upon completion of training. Certificate of acceptance for the training shall be issued to support the payment. (d) 80% of the bid sum of Phase two (2) training for the thirty-two dispensaries and three (3) institutions upon completion of training. Certificate of acceptance for the training shall be issued to support the payment.

	Lot 2 80% of the bid sums for hardware equipment upon receipt of equipment, inspection and certificate of acceptance issued out. (iii) **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 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be **Thirty (30) days.** The interest rate that shall be applied is:**1% of the contract price.**
GCC 18.1	A Performance Security **shall be required** If a Performance Security is required, insert "the amount of the Performance Security shall be: **Ten percent (10%) of the contract sum.**
GCC 18.3	If required, the Performance Security shall be in the form of: **a Demand Guarantee** If required, the Performance security shall be denominated in "**a freely convertible currency acceptable to the Purchaser" or "the currencies of payment of the Contract, in accordance with their portions of the Contract Price"**
GCC 18.4	Discharge of the Performance Security shall take place: **Twenty-Eight (28) days following the date of completion of the supplier's performance obligations under the contract, including warranty and as evidenced by a signed acceptance certificate evidencing successful inspection from the Purchaser for the delivery of the goods at the address of the Purchaser or a signed acceptance for the completion of the services**

GCC 23.2	The packing, marking and documentation within and outside the packages shall be: **The Permanent Secretary** **Ministry of Health** **Saint George** **Grenada** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their Final Destination(s). The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: **The Supplier must insure the Goods in an amount equal to 110 percent of the CIP price of the Goods from "Warehouse" to "Port of destination" on "All Risks" basis B including War Risks, Civil Disturbance and Strikes**
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportation shall be as follows: a) The Supplier is required under the Contract to transport the Goods to the final destination at Central Medical Stores**, St. Goerge, Grenada** including insurance. The carriage shall include the cost of payment by the Supplier of the cost of custom formalities, duties, taxes or other charges payable on the foreign Goods for their transit through any country other than the Purchaser's country. **Duties and taxes are not applicable within the Purchaser's country on this project.** b) The prices for inland transportation, unloading, insurance, clearing agents and other local costs incidental to delivery of the items must be included in the **CIP** price.
GCC 25.2	Related Services to be provided are:

	Installation, commissioning of Inventory Management System and Hardware equipment. Training staff in the operation & use of the Inventory Management System and Hardware equipment and after sales service as detailed in the specifications.
GCC 26.1	The inspections and tests shall be: **Pre-shipment inspection by the Manufacturer to guarantee good manufacturing and conformity to Inventory Management System and Hardware Equipment specifications under this contract.** **Prior to acceptance by the Purchaser, an inspection by the Purchaser will be carried out at the final destination, to verify that the hardware equipment supplied comply with the bid specification.** **The inspection shall be witnessed by the Supplier's representative(s).** **The supplier representative shall conduct trial runs of the IMS, hardware equipment and all associated components including accessories, to ascertain compliance to the specifications shall be required.**
GCC 26.2	The Inspections and tests shall be conducted at: **Physical verification Inspection of the goods to confirm conformity to the specifications shall be conducted at Central Medical Stores, Ministry of Health, Grenada.**
GCC 27.1	The liquidated damage shall be: **zero-point five percent (0.5%) per week**
GCC 27.1	The maximum amount of liquidated damages shall be: **Ten percent (10%).**
GCC 28.3	The period of validity of the Warranty shall be: **Three hundred and sixty-five (365) days.** For purposes of the Warranty, the place(s) of final destination(s) shall be: **Central Medical Stores, Ministry of Health, Grenada** ***Sample provision*** GCC 28.3—In partial modification of the provisions, the warranty period shall be **twelve (12) months** from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in

	part, the Supplier shall, at its discretion, pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be five (5) percent.
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: **forty-five (45) days.**
GCC 33.4	If the value engineering proposal is approved by the Purchaser, the amount to be paid to the Supplier shall be 50 % of the reduction in the Contract Price.

APPENDIX TO SPECIAL CONTRACT CONDITIONS

Prohibited Practices and Other Integrity Related Matters

1. CDB has a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB's adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption money laundering, terrorist financing and similarly corrosive conduct. CDB requires that recipients, as well as bidders, proposers, firms, suppliers, Subsuppliers, service providers, contractors, Subcontractors, Consultants, sub-consultants, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB-financed contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:

   (a) defines, for the purposes of this provision, Prohibited Practices as follows:

      (i) "**corrupt practice**" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;

      (ii) "**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) "**collusive practice**" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

      (iv) "**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; and

      (iv) "obstructive practice" is:

         (aa) deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a CDB investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts which impede the exercise of CDB's access, inspection and audit rights provided for under Paragraph 1. (f) below.

(b) will not provide relevant no-objections and will reject a proposal for award if it determines that the Bidder or Proposer:

(i) has directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;

(ii) is subject to a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, in accordance with Paragraph 4.04 (ii) of the Procurement Procedures for Projects Financed by CDB;

or

(iii) is suspended or debarred by CDB for engaging in Prohibited Practices or against whom an MDB Debarment or MDB Cross-Debarment has been imposed, in accordance with Paragraph 4.04 (iii) of the Procurement Procedures for Projects Financed by CDB. Notwithstanding the above, CDB may in its sole discretion, following a formal request from the Recipient, provide a no-objection to a Shortlist, prequalification list or recommendation for award that includes a sanctioned Bidder(s) or Proposer(s) against whom an MDB Debarment or MDB Cross-Debarment has been imposed if so warranted by the circumstances and having regard for the integrity and other risks to CDB;

(c) may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB-financed project, to the extent contractually permissible, where to make the payment could result in harm to CDB; or (b) participating in or being awarded a contract for a project financed by CDB;

(d) will usually impose such sanctions as applicable including to cancel all or a portion of the CDB Financing allocated to a contract if it determines at any time that representatives of the Recipient or the Recipient engaged in Prohibited Practices during the procurement or the execution of that contract, without the Recipient having taken timely and appropriate action satisfactory to CDB to remedy the situation;

(e) may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and

(f) requires Bidders, Proposers, Firms, Suppliers, service providers, Contractors, Subcontractors, Consultants, subconsultants, suppliers, Subsuppliers, project promoters, sponsors, beneficiaries of CDB financing and parties bound by special provisions pursuant to CDB financed contracts, as well as their respective officers, employees and agents to: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB's request; (iv) make available to CDB for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bid/Proposal submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB's Office of Integrity, Compliance and Accountability.

Section X. Contract Forms

Introduction

This Section contains Contract Forms which, once completed, will constitute part of the Contract. The forms for Contract Agreement, Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder*,* after contract award.

Table of Forms

1. Notification of Intention to Award

[only applies in the case of a standstill period]

[*This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.*]

[Send this Notification to the Bidder's Authorised Representative named in the Bidder Information Form]

For the attention of Bidder's Authorised Representative

Name: *[insert Authorised Representative's name]*

Address: *[insert Authorised Representative's Address]*

Telephone/Fax numbers: *[insert Authorised Representative's telephone/fax numbers]*

Email Address: *[insert Authorised Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where ICB is issued]*

Loan No. / Grant No.: *[insert reference number for loan/credit/grant]*

ICB No: *[insert ICB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

(a) request a debriefing in relation to the evaluation of your Bid, and/or
(b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	*[insert name of successful Bidder]*
Address:	*[insert address of the successful Bidder]*
Contract Price:	*[insert contract price of the successful Bid]*

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)	Weighted Financial score	Weighted Technical Score	Total Technical and Financial Score
[insert name of Successful Bidder]	*[insert Bid price]*	*[insert evaluated price]*			
[insert name]	*[insert Bid price]*	*[insert evaluated price]*			
[insert name]	*[insert Bid price]*	*[insert evaluated price]*			
[insert name]	*[insert Bid price]*	*[insert evaluated price]*			
[insert name]	*[insert Bid price]*	*[insert evaluated price]*			

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.] Where self-evident from the scores stated above, just key points should be added that impacted the scores

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention:

Title/position: Permanent Secretary

Agency: /Ministry of Health/

Email address: ps@health.gov.gd

If your request for a debriefing is received within three (3) Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, ***[insert date] (local time)***.

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention:

Title/position: Permanent Secretary

Agency: Ministry of Health

Email address: ps@health.gov.gd

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Procedures for Projects Financed by CDB. You should read these provisions before preparing and submitting your complaint. In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this Bidding process and is the recipient of a Notification of Intention to Award.

2. The complaint can only challenge the decision to award the contract.

3. You must submit the complaint within the period stated above.

4. You must include, in your complaint, all of the information required by the aforementioned Procurement Procedures.

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time). The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award. The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Purchaser:

Signature:____

Name: ____

Title/position:____

Telephone: ____

Email: ____

2. Letter of Acceptance

[On letterhead paper of the Purchaser]

. . . . *[date]*. . . . . . .

To: *[Name and address of the Supplier]* . . . .

Subject: *[Notification of Award Contract No]*. . . . .

This is to notify you that your Bid dated . . . . *[Insert date]* . . . . for execution of the . . . . *[insert name of the contract and identification number]* . . . . for the amount of . . . . *[insert amount(s) in figures and words and name(s) of currency(ies)]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are requested to furnish the Performance Security in the amount of *[insert amount (s) in figures and words and name(s) of currency(ies)]* within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X (Contract Forms) of the Bidding Document.

Authorised Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

3. Contract Agreement

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

BETWEEN

1. [*Insert complete name of the 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 the Purchaser]*, or corporation incorporated under the laws of [*insert name of Country of the Purchaser]* and having its principal place of business at *[insert address of the Purchaser]* (hereinafter called "the Purchaser"),

   and

2. [I*nsert name of the 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 Goods *[and Related Services*], described as *[insert brief description of the Goods and Related Services]* and has accepted a Bid by the Supplier for the supply of these Goods *[and Related Services]*, and the Purchaser agrees to pay the Supplier 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.

The Purchaser and the Supplier agree as follows:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   (a) the Letter of Acceptance;

   (b) the Letter of Bid;

   (c) the Addenda Nos. *[insert Addenda numbers if any]*. . . . .

(d) the Special Contract Conditions;

(e) the General Contract Conditions;

(f) the Specification (including Supply Requirements and Technical Specifications);

(g) the Drawings;

(h) the completed Schedules (including Price Schedules); and

(i) any other documents listed in GCC as forming part of the Contract.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to supply the Goods [and Related Services] and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Goods [*and Related 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.

Agreement to be executed in accordance with the laws of …………………… *[name of the Purchaser's country]* on the day, month and year indicated above.

Signed by: For and on behalf of the Purchaser	Signed by: For and on behalf the Supplier

4. Performance Security (Bank Guarantee)

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

Date: *[insert date (as day, month, and year)]*
Bidding Process Reference: *[insert no. and title of Bidding process]*
Bank's Branch or Office: *[insert complete name of Guarantor]*
Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of the Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and Related Services]* and the remedying of any defects therein (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 Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount[8] in figures and words]* such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year]*[9] and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signatures of authorised representatives of the Bank]

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[8] *The Bank shall insert the amount(s) specified in the SC and denominated, as specified in the SC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

[9] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. 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."*

5. Performance Security (Performance Bond)

Bond No:__________

By this Bond *[insert name of Principal]* as Principal (hereinafter called "the Supplier") and *[insert name of Surety]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called "the Supplier") in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Purchaser dated the ____ day of _, 20 ___, for *[name of contract and brief description of Goods and Related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or

2. obtain a Bid or Bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to the Supplier; or

3. pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this ____ day of ______20 ____

SIGNED ON ______________________________ on behalf of _________________________

By ________________________________ in the capacity of ___________________________

In the presence of ____

SIGNED ON ______________________________ on behalf of _________________________

By ___________________________ in the capacity of _________________________________

In the presence of ____

6. Advance Payment Security

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

Date: *[insert date (as day, month, and year) of Bid Submission]*
Bidding Process Reference: *[insert number and title of Bidding process]*

[*Bank's letterhead*]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee No.]*
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 figures] [insert amount in words] 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] [insert amount in words] ** 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:

1. has used the advance payment for purposes other than toward delivery of Goods; or

2. 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 day] day of [insert month], 2 [insert year], 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. . . . . *[Seal of Bank and Signature(s)]*. . . . .

Note to Client: *All italicised text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.*

*** The Guarantor shall insert an amount representing the amount of the advance payment 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.*