

**REQUEST FOR QUOTATION (RFQ)**

**Procurement of Goods**

**Three refrigerated trucks for the Government of Grenada –  
Ministry of Finance**

**Country: Grenada**

**Project: Agri-Food Sector Development and Strengthening of  
the National Food Safety System in Grenada**

**Caribbean Development Bank**

**REQUEST FOR QUOTATION -Ref GRN64-P001**

To: To Whom it May Concern

Date: May 03, 2024

Dear Madam/Sir

Subject: **Procurement of Refrigerated Trucks - Request for Quotation**

1. **The Ministry of Finance - Government of Grenada** hereinafter called "Recipient," has applied for or received financing (hereinafter called "funds") from the Caribbean Development Bank (hereinafter called "the Bank") allocated from resources provided to CDB by European Union (EU) under the CARIFORUM-EU EPA and the CARICOM Single Market and Economy Standby Facility for Capacity Building toward the cost of the project named *“Agri-Food Sector Development and Strengthening of the National Food Safety System in Grenada.”* The Recipient intends to apply a portion of the funds to eligible payments under the Contract(s) for which this Request for Quotation (RFQ) is issued for three (3) refrigerated trucks as per the attached Schedule of Requirements in Section 2.
2. Quotations will be submitted electronically as detailed in Section 1.
3. Only quotations from eligible suppliers as defined in paragraph 1 of Section 1, Instructions to Bidders will be considered.
4. The Recipient shall award the Contract to the Bidder whose quotation has been determined to be the lowest evaluated quotation and is substantially responsive to this RFQ.
5. A quotation securing declaration is required.
6. Questions regarding this RFQ shall be made in writing to the contact below.
7. Please confirm whether or not you will submit a quotation by email to: Robert Medford, Director, Grenada Bureau of Standards, [director@gdbs.gd](mailto:director@gdbs.gd) quoting the reference.

Yours faithfully

***Robert Medford***

***Director***

***Grenada Bureau of Standards***

Attachments:

- Section 1 Instructions to Bidders and Annexes A, B and C
- Section 2 Schedule of Requirements
- Section 3 Form of Quotation
- Section 4 Form of Contract Agreement and Appendices 1, 2 and 3

## **SECTION 1 INSTRUCTIONS TO BIDDERS (ITB)**

### **1. Eligibility of the Bidder**

- 1.1 Eligible Bidders shall comply with the conditions detailed in **Annex A**. Bidders shall provide such evidence of their continued eligibility as the Recipient may reasonably request.
- 1.2 Bidders shall comply with the qualifications detailed in Section 2 item 4.

### **2. Disqualified Bidders**

- 2.1 Failure to obtain the RFQ documents directly from the Recipient will result in **disqualification from the procurement proceedings**.
- 2.2 A Bidder shall not have a conflict of interest **as defined in Section 5** of the **CDB's Procurement Policy for Projects Financed by CDB** November 2019 and the Procurement Procedures for Projects Financed by CDB January 2021.
- 2.3 A Bidder that is ineligible under ITB Clause 3 at the date of contract award, shall be disqualified.
- 2.4 Quotation of a Bidder who fails to comply with relevant eligibility criteria or any mandatory requirement shall be rejected

### **3. Fraud, Corruption and Other Prohibited Practices**

- 3.1 The Recipient and the CDB require that all parties involved in the procurement proceedings and execution of such contracts observe the highest standard of ethics and comply with the country laws of the Recipient and the conditions of the Bank in **Annex B**.

### **4. Documents Comprising the Quotation**

- 4.1 The quotation submitted by the Bidder shall comprise the following documents:
  - Signed Letter of Quotation on your company Letter Head.
  - Signed price and delivery schedules on your company Letter Head.
  - Signed Statements of Compliance.
  - A quotation securing declaration.
  - Adequate technical documentation and other printed material or pertinent information for each item quoted, including names and addresses of firms providing service facilities in **Grenada**, if applicable.
  - Where warranty terms are required and the Bidder is not the manufacturer, the Manufacturer's Authorisation (**Annex 2D-A**) is to be incorporated.

### **5. Submission of Quotation and Evaluation Criteria**

- The Bidder must quote for all the items specified in the **Schedule of Requirements**.
- The Bidder may only submit one quote.

- After evaluation of received quotations, the Recipient shall award the Contract to the Bidder whose quotation meets the qualification criteria, is substantially responsive and offers the lowest evaluated quotation price.

## **6. Site Visit – Not applicable**

## **7. Quotation Prices**

7.1 Prices may be quoted in up to any three international convertible currencies and local currency for those costs incurred in Grenada. Payments will be made in the currencies quoted.

For evaluation purposes all currencies will be converted to \$US at the selling exchange rate for currencies effective on the date of quotation closing of the Eastern Caribbean Central Bank.

All customs duties, imports, and any other taxes or fees applicable for goods already imported or goods to be imported in Grenada and VAT or sales taxes should be quoted separately, where applicable.

Delivery is to be DPU per **INCOTERMS 2020** to the specified Destination, as named in Section 2.

7.2 Prices shall remain fixed and not subject to adjustment during the period of performance of the Contract.

## **8. Validity of Quotation**

8.1 Quotations should be valid for a period of **90 calendar days** from the deadline for submission stated in Section 12.

## **9. Language of the Quotation**

9.1 All documents relating to the quotation and Contract shall be in the English language.

## **10. Signing of the Quotation**

10.1 The original and copy of the quotation shall be typed, digitally entered or written in permanent ink and shall be signed and stamped by a person duly authorized to sign on behalf of the Bidder.

10.2 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the quotation.

## **11. Submission of the Quotation**

11.1 The quotation must be submitted electronically to the following email address: [gdbbs.grenada@gmail.com](mailto:gdbbs.grenada@gmail.com)

The quotation must be submitted in the form of an encrypted or password-protected document. The Bidder should indicate that only the office of the Grenada Bureau of Standards shall open the quote using the “password key.” The password key only, shall be submitted via email to [gdbbs.director@gmail.com](mailto:gdbbs.director@gmail.com) on or before the time of submission deadline per item 12.1 below. The email title for quote submission and the

encrypted password must include the name of the Bidder and the title of the procurement. – “Procurement of Refrigerated Trucks”

When the quote is received by the Recipient, it will immediately be acknowledged back to the Bidder.

- 11.2 A Bidder may modify or withdraw its quotation once submitted but only prior to the deadline for submission. The modification or withdrawal must be prepared as above; however, the outer envelope must also be marked 'MODIFICATION' or 'WITHDRAWAL.'

## **12. Deadline of Submissions**

- 12.1 The quotation must be submitted to the Recipient no later than **4:00 p.m. Grenada time** on May 24, 2024.

- 12.2 Quotations will be opened immediately after the above-mentioned deadline.

**There shall be no public opening of quotations.**

## **13. Late Quotations**

- 13.1 The Recipient will not consider any quotation that arrives after the deadline for submission. All late quotations shall be declared late and rejected. The Bidder will be notified.

## **14. Confidentiality**

- 14.1 Information relating to the examination, evaluation, comparison and post-qualification of quotations and recommendation of contract award shall not be disclosed to suppliers or any other persons not officially concerned with the process until the contract award.
- 14.2 Any attempt by a Bidder or any person to influence the Recipient in the examination, evaluation, comparison and post-qualification of the quotes or contract award decisions, shall result in the rejection of its quotation.

## **15. Recipient's Right to Accept Any Quotation and to Reject any or all Quotations:**

- 15.1 The Recipient reserves the right to accept or reject any quotation, and to cancel the process of competition and reject all quotations, at any time before the award of the Contract, without thereby incurring any liability to the affected Bidder(s).

## **16. Clarifications or Further Information**

- 16.1 Any request for clarification or further information must be received **seven (7) working days** before the quotation submission deadline. All requests must be written to the Director at the address in the RFQ letter item 7. Where applicable, all Bidders receiving the RFQ will be informed, by an addendum, of the answer to any query but not revealing the query's source.

## **17. Contract Award**

- 17.1 Before the expiry of the validity date, the Recipient shall send the successful Bidder the contract agreement – **Section 4.**

- 17.2 The successful Bidder shall return the signed Contract within 5 working days from the date of the contract agreement and shall sign, date, and return it to the Recipient the signed contract Agreement

## **18. Notification of Award**

- 18.1 Within two weeks of the Contract Award, publication will be made (on both the websites of the Recipient and CDB) by the Recipient of the award details, all in conformance with paragraphs 6.96 and 6.97 of the **Procurement Procedures for Projects Financed by CDB (January, 2021)**.
- 18.2 Unsuccessful Bidders may request a debriefing by the Recipient in accordance with paragraph 6.99 of the **Procurement Procedures for Projects Financed by CDB (January 2021)**.

## **ANNEX A**

### **CDB - EUROPEAN UNION ELIGIBILITY RULES**

**[Bidders' attention is drawn to paragraph 3]**

#### **CARIFORUM-EU ECONOMIC PARTNERSHIP AGREEMENT AND THE CARICOM SINGLE MARKET AND ECONOMY STANDBY FACILITY FOR CAPACITY BUILDING**

##### **PARTICIPATION IN PROCEDURES FOR THE AWARDING OF PROCUREMENT CONTRACTS OR GRANT CONTRACTS**

1. Participation in procedures for the award of procurement contracts financed under the CDB-EU Contribution Agreement for the Implementation for the Action entitled: "CARIFORUM – European Union Economic Partnership Agreement (EPA) and the CARICOM Single Market and Economy (CSME) Standby Facility for Capacity Building" is open to (a) international organisations and (b) all natural persons who are nationals of, or legal persons who are established in, an eligible country<sup>1</sup> meeting the requirements of section 3 but the supplies and materials purchased under a contract financed from the Facility may originate in any country.
2. Eligible countries<sup>2</sup> are deemed to be:
  - (a) Caribbean Development Bank member countries:

Anguilla, Antigua and Barbuda, Barbados, Belize, Brazil, British Virgin Islands, Canada, Cayman Islands, China, Columbia, Dominica, Germany, Grenada, Guyana, Haiti, Jamaica, Italy, Mexico, Montserrat, St Kitts and Nevis, Saint Lucia, St Vincent and the Grenadines, Suriname, The Bahamas, Trinidad and Tobago, Turks and Caicos Islands, the United Kingdom and Venezuela.
  - (b) Members of the "African, Caribbean and Pacific (ACP) Group of States"<sup>3</sup>:

---

<sup>1</sup> This document lists all eligible countries under this Facility. Eligible countries under the EPA-CSME Standby Facility are CDB member countries, EU member countries and other countries eligible for participating in procurement procedures for EU-funded projects. The latter are listed in Annex A2a ("*Eligibility programmes 2014-2020*") of the PRAG 2021 ("*Contract Procedures for European Union External Action – A Practical Guide*"), PART II: Rules on nationality and origin for public procurement, grants and other award procedures financed under the ACP-EC Partnership Agreement, laid down in Annex IV to the latter Agreement as revised by Decision No 1/2014 of the ACP-EU Council of Ministers of 20 June 2014 (2014/428/EU).

<sup>2</sup> Note some countries may be eligible by virtue of more than one category.

<sup>3</sup> Cotonou Partnership Agreement of 23 June 2000 (as amended by the provisional application of Decision No 1/2000 of the ACP-EC Council of Ministers of 27 July 2000, Decision No 1/2000 of the ACP-EC customs cooperation committee of 18 October 2000, Decision No 1/2001 of the ACP-EC customs cooperation committee of 20 April 2001, Decision No 2/2001 of the ACP-EC customs cooperation committee of 20 April 2001, Decision No 3/2001 of



**Africa:**

South Africa<sup>4</sup>, Angola, Benin, Botswana, Burkina Faso, Burundi, Central African Republic, Cameroon, Cape Verde, Chad, Comoros Islands, Congo, Côte d'Ivoire, Democratic Republic of the Congo, Djibouti, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Equatorial Guinea, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritius, Mauritania, Mozambique, Namibia, Niger, Nigeria, Uganda, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, Sudan, Swaziland, Tanzania, Togo, Zambia and Zimbabwe.

**Caribbean:**

Antigua and Barbuda, Bahamas, Barbados, Belize, Dominica, Dominican Republic, Grenada, Guyana, Haiti, Jamaica, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Suriname, Trinidad and Tobago.

**Pacific:**

Cook Islands, East Timor, Fiji, Kiribati, Marshall Islands, Micronesia, Nauru, Niue, Palau, Papua New Guinea, the Solomon Islands, Western Samoa, Tonga, Tuvalu, Vanuatu.

**Overseas Countries and Territories:**

Anguilla, Antarctic, Netherlands Antilles, Aruba, British Indian Ocean Territory, British Virgin Islands, Cayman Islands, Falkland Islands (Malvinas), French Polynesia, French Southern Territories, Greenland, Mayotte, Montserrat, New Caledonia, Pitcairn, Saint Helena, Saint Pierre and Miquelon, South Georgia and South Sandwich Islands, Turks and Caicos, Wallis and Futuna Islands.

(c) A Member State of the European Union:

Austria, Belgium, Bulgaria, Croatia, Czech republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia,

---

the ACP-EC customs cooperation committee of 10 May 2001, Decision No 4/2001 of the ACP-EC customs cooperation committee of 27 June 2001, Decision No 5/2001 of the ACP-EC customs cooperation committee of 7 December 2001, Decision No 2/2002 of the ACP-EC customs cooperation committee of 28 October 2002, Decision No 1/2003 of the ACP-EC Council of Ministers of 16 May 2003, Council Decision (EC) of 19 December 2002, Decision No 1/2004 of the ACP-EC Council of Ministers of 6 May 2004, Decision No 2/2004 of the ACP - EC customs cooperation committee of 30 June 2004 and Decision No 4/2005 of the ACP-EC customs cooperation committee of 13 April 2005).

<sup>4</sup> Natural and legal South African persons are eligible to participate in contracts financed by the 10th/11th EDF. However, the 10th/11th EDF does not finance contracts in South Africa.

Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom<sup>5</sup>.

An official candidate country of the European Union (countries beneficiaries of the Instrument for Pre-Accession Assistance):

Albania, Bosnia and Herzegovina, Kosovo, Montenegro, Serbia, Turkey, Republic of North Macedonia.

A Member State of the European Economic Area:

Iceland, Lichtenstein, Norway.

(d) Overseas Countries and Territories (OCTs)

Anguilla (UK), Aruba (NL), Bermuda (UK), British Indian Ocean Territory (UK), British Virgin Islands (UK), Cayman Islands (UK), Curaçao (NL), Falkland Islands (UK), French Polynesia (FR), French Southern and Antarctic Territories (FR), Greenland (DK), Montserrat (UK), New Caledonia and Dependencies (FR), Pitcairn (UK), Saba (NL), Saint Barthelemy (FR), Saint Helena Ascension Island Tristan da Cunha (UK), Sint Eustatius (NL), Sint Maarten (NL), South Georgia and South Sandwich Islands (UK), St. Pierre and Miquelon (FR), Turks and Caicos (UK), Wallis and Futuna Islands (FR).

(e) Developing countries and territories as included in the OECD-DAC list of ODA Recipients, which are not members of the G20 group<sup>6</sup>:

Least Developed Countries<sup>7</sup>:

Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of the Congo, Djibouti, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Lao People's Democratic Republic, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Myanmar, Nepal, Niger, Rwanda, Sao Tome & Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Sudan, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, Zambia.

---

<sup>5</sup>The United Kingdom ceased to be an EU Member State on the 31 of January 2020. Pursuant to the Withdrawal Agreement concluded between the EU and the UK, references to the eligibility of 'Member States' for participation in programmes under the current 2014-2020 MFF and the EDFs also cover the United Kingdom (Article 127(6), Article 137 and Article 152(1) Withdrawal Agreement).

<sup>6</sup> Without prejudice to the status of the *Republic of South Africa*, as governed by Protocol 3 of the partnership Agreement.

<sup>7</sup> As defined by the United Nations (UN).

Other Low Income Countries:

Democratic People's Republic of Korea, Zimbabwe.

Lower Middle Income Countries and Territories:

Armenia, Bolivia, Cabo Verde, Cameroon, Congo, Côte d'Ivoire, Egypt, El Salvador, Georgia, Ghana, Guatemala, Honduras, India, Indonesia, Jordan, Kenya, Kosovo, Kyrgyzstan, Micronesia, Moldova, Mongolia, Morocco, Nicaragua, Nigeria, Pakistan, Papua New Guinea, Philippines, Sri Lanka, Swaziland, Syrian Arab Republic, Tajikistan, Tokelau, Tunisia, Ukraine, Uzbekistan, Vietnam, West Bank and Gaza Strip.

Upper Middle Income Countries and Territories:

Albania, Algeria, Antigua and Barbuda, Argentina, Azerbaijan, Belarus, Belize, Bosnia and Herzegovina, Botswana, Brazil, China (People's Republic of), Colombia, Costa Rica, Cuba, Dominica, Dominican Republic, Ecuador, Equatorial Guinea, Fiji, Republic of North Macedonia, Gabon, Grenada, Guyana, Iran, Iraq, Jamaica, Kazakhstan, Lebanon, Libya, Malaysia, Maldives, Marshall Islands, Mauritius, Mexico, Montenegro, Montserrat, Namibia, Nauru, Niue, Palau, Panama, Paraguay, Peru, Saint Helena, Saint Lucia, Saint Vincent & the Grenadines, Samoa, Serbia, South-Africa, Suriname, Thailand, Tonga, Turkey, Turkmenistan, Venezuela, Wallis and Futuna.

Participation in procedures for the award of procurement contracts or grants financed from the Facility shall be open to all natural persons who are nationals of, or legal persons established in *any country where reciprocal access to external assistance has been established by the Commission*. Reciprocal access may be granted, for a limited period of at least one year, whenever a country grants eligibility on equal terms to entities from the EU and from the OCTs

- (f) Member States of the OECD in the case of contracts exclusively implemented in a Least Developed Country<sup>8</sup>:

Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Luxembourg, Netherlands, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, United Kingdom, Australia, Canada, Chile, Iceland, Israel, Japan, Korea, Mexico, New Zealand, Norway, Switzerland, Turkey, United States of America.

3. Bidders or joint venture partners shall have the nationality of an eligible country as detailed in Paragraph 2 and shall comply with the following:

---

<sup>8</sup> LDCs are listed in (e).

- (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 sub-contractors [for Works] or sub-consultants [for Consulting Services] that are not from an Eligible Country.

**Supplies and materials [i.e. Goods] purchased from an eligible Bidder per paragraph 2 and this paragraph items (a) and (b), under a contract financed from the Facility may originate in any country, notwithstanding the requirements detailed in sections 1, 2 and 3.**

**Caveat:** The Bank and EU eligibility requirements are subject to change by the Bank and the EU. The Recipient is responsible for checking whether there have been any updates on the eligibility requirements, as well as the UN's list of Least Developed Countries.

## **ANNEX B**

### **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, Subcontractors, Consultants, subconsultants, 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 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<sup>9</sup> or MDB Cross-Debarment<sup>10</sup> 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;

---

<sup>9</sup> A debarment imposed and announced publicly, on their official website, by at least one MDB which is a signatory to the Agreement on Mutual Enforcement of Debarment Decisions in accordance solely with its internal sanctions policies and procedures.

<sup>10</sup> A debarment imposed and announced publicly pursuant to the provisions for mutual recognition and enforcement under the Agreement on Mutual Enforcement of Debarment Decisions.

- (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, Sub suppliers, 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 RFQ documents, and similar associated documents<sup>1</sup>. CDB will accept the introduction of such undertaking at the request of a BMC, provided the arrangements governing such undertaking are satisfactory to CDB.
  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).



## **ANNEX C**

### **Form of Bid-Securing Declaration**

**(On the letterhead of the Bidder)**

Date: *[insert date (as day, month and year)]*

Bid No.: **GRN64-P001**

To: *Ministry of Finance - Government of Grenada*

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 the Bid submission deadline date, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the 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.]*

## **SECTION 2 SCHEDULE OF REQUIREMENTS**

### **2A List of Goods and Services;**

#### **Refrigerated Truck Specifications – Quantity three (3)**

##### **Vehicle**

Power: 3900 cc (minimum)

Transmission: Manual

Fuel type: Diesel

Doors: 2

Seaters: 3

Colour: White

Equipment: Air-conditioner, Power steering, Tilt/telescopic steering wheel, Tilting cab, Power windows, central locking, Front fog lamps, Seat belts, Dual tone horn, Reverse warning buzzer, Radio, Exhaust brakes, Side mirrors

##### **Body**

Dimensions (LxWxH): 4,250 x 2,100 x 1,860 (minimum)

Payload: 3.0 T (minimum)

Panel: 40mm, Galvanized Iron Flat

Floor: Stainless Steel

Insulation: Polystyrene or Polyurethane

Cooling Capacity: -18<sup>0</sup>C

Aluminum safety steps

Door safety lamp

Double rear door with stainless steel fasteners

Single left side door with steps

Container-type locking mechanisms and stainless-steel fasteners

Internal 24V vapour-proof roofing light

##### **Refrigeration System:**

Refrigerator: Main Engine Type

Built-in microprocessor controller

Programmable defrost timer

Smart Power: Electric standby system for off-road use

In-cab controller with LCD screen and built-in microprocessor

Cyclone air filter

**Warranty period: 36 months (Truck)**

**12 months (Refrigerated Unit)**

Training: Basic training in the operation and control of refrigerated units and maintenance.

**Partial quotations will not be accepted.**

**2B Delivery and Completion Schedule** - The required completion date is eight (8) calendar months from contract award.

**Quotes that exceed the above delivery dates will not be accepted.**

**Project Site(s) for delivery on DPU INCOTERMS 2020 to Destination**

**Delivery Schedule**

Items are to be delivered and installed at the following Destination.

| No. | Item                | Unit | Destination  | TOTAL |
|-----|---------------------|------|--|-------|
| 1   | Refrigerated Trucks | 3    | Ministry of Finance, The<br>Carenage, St. George's | 3     |
| 2   |                     |      |  |       |
| 3   |                     |      |  |       |
| 4   |                     |      |  |       |
|     |                     |      |  |       |

**2C: Qualification of Bidders:**

- a. Bidders must be a registered company in Grenada with service and sales experience with a minimum of 10 years.
- b. The bidder must have experience and ability in the supply of refrigerated trucks.

## 2C Price Schedule *[completed by Bidder]*

Name of the Bidder: \_\_\_\_\_

Date: \_\_\_\_\_ Ref No.: **GRN64-P001**

| 1        | 2  | 3                 | 4                       | 5                               | 6   | 7   |
|----------|--|-------------------|-------------------------|---------------------------------|---|---|
| Item No. | Goods and/or Related Service   | Country of origin | Quantity (No. of units) | Unit price<br><i>[Currency]</i> | Import Duties, Sales Taxes and other Taxes, per unit <sup>11</sup><br><i>[Currency]</i> | Total Contract Price<br><i>[Currency]</i> |
| 1        | Refrigerated light utility truck   |                   | Three [3]               | _____                           | _____   | _____                                     |
| 2        | Basic training in operation and control of refrigerated units and maintenance. |                   | Two working days        |                                 |   |   |

We agree that the Recipient has the right, at the time of contract award, to increase or decrease the number of trucks by one, and the unit price quoted here remains unchanged.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the quotation for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
<sup>11</sup> *If applicable these costs (either already paid where now imported or to be paid when imported) must be quoted separately.*

## 2D Statements of Compliance [*completed by Bidder*]

Bidders are required to complete the following Statements of Compliance for each item. Failure to complete these statements fully will result in the rejection of the quotation.

Bidders must enter "Comply" or "Not comply" against each paragraph of this specification, comment as necessary, and sign and stamp each page. Failure to complete this statement of compliance will result in the quotation being rejected.

| Item                   | Detailed Specification  | Comply: Y/N |
|------------------------|---|-------------|
| <b>GENERAL DETAILS</b> |   |             |
| 1                      | Power: 3900 cc (minimum)  |             |
| 2                      | Transmission: Manual  |             |
| 3                      | Fuel type: Diesel   |             |
| 4                      | Doors: 2  |             |
| 5                      | Seaters: 3  |             |
| 5.1                    | Colour: White   |             |
| <b>Body</b>            |   |             |
| 5.2                    | Dimensions (LxWxH): 4,250 x 2,100 x 1,860 (minimum)             |             |
| 5.3                    | Payload: 3.0 T (minimum)  |             |
| 5.4                    | Panel: 40mm, Galvanized Iron Flat                               |             |
| 5.5                    | Floor: Stainless Steel  |             |
| 5.6                    | Insulation: Polystyrene or Polyurethane                         |             |
| 5.7                    | Cooling Capacity: -180C   |             |
| 5.8                    | Aluminium safety steps  |             |
| 5.9                    | Door safety lamp  |             |
| 5.10                   | Double rear door with stainless steel fasteners                 |             |
| 5.11                   | Single left side door with steps                                |             |
| 5.12                   | Container-type locking mechanisms and stainless-steel fasteners |             |
| 5.13                   | Internal 24V vapour-proof roofing light                         |             |
| <b>Equipment:</b>      |   |             |
| 5.14                   | Air-conditioner,  |             |
| 5.15                   | Power steering,   |             |

|                              |  |  |
|------------------------------|--|--|
| 5.16                         | Tilt/telescopic steering wheel   |  |
| 5.17                         | Tilting cab  |  |
| 5.18                         | Power windows  |  |
| 5.19                         | central locking  |  |
| 5.20                         | Front fog lamps  |  |
| 5.21                         | Dual tone Seat belts horn  |  |
| 5.22                         | Reverse warning buzzer   |  |
| 5.23                         | Radio  |  |
| 6                            | Exhaust brakes   |  |
| 6.1                          | Side mirrors   |  |
| <b>Refrigeration System:</b> |  |  |
| 6.2                          | Refrigerator: Main Engine Type   |  |
| 6.3                          | Built-in microprocessor controller   |  |
| 6.4                          | Programmable defrost timer   |  |
| 6.5                          | Smart Power: Electric standby system for off-road use  |  |
| 6.6                          | In-cab controller with LCD screen and built-in microprocessor                                  |  |
| 6.7                          | Cyclone air filter   |  |
| <b>SPECIAL REQUIREMENTS</b>  |  |  |
| 7                            | Training: Basic training in the operation and control of refrigerated units and maintenance.   |  |
| 8                            | Warranty period: 36 months (Truck)   |  |
| 9                            | Warranty period: 12 months (Refrigerated Unit)   |  |
| 5                            | <b>SERVICE SUPPORT</b>   |  |
| 5.1                          | Must have a service facility in Grenada for both maintenance and warranty activities           |  |
| 5.2                          | Please provide details of the warranty conditions that will apply to this offer. <sup>12</sup> |  |

<sup>12</sup> Where the Bidder is not the manufacturer of the equipment then Bidders are required to have the manufacturer complete the Attached Annex 2D - A.

|     |   |  |
|-----|---|--|
| 5.3 | State how you will honour warranty claims   |  |
| 5.4 | Note that following delivery under any contract for the supply, the Supplier shall be responsible for ensuring that the Recipient is provided with any service updates, service bulletins, safety notices, etc, either directly or via the local agent. |  |

I certify that the items offered above meet the specifications stated.

Signature.....

Name.....

Title.....

Date.....

Company Stamp/Seal:

## MANUFACTURER'S AUTHORISATION

[On the letterhead of the Truck and Refrigeration System Manufacturers]

*[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]*

RFQ No.: **GRN64-P001**

To: *Ministry of Finance – Government of Grenada*

### 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, as stated in the quotation of the Bidder, with respect to the goods offered by the above Bidder.

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: All italicised text is for use in preparing this form and shall be deleted from the final.*



### **SECTION 3 LETTER OF QUOTATION**

*On letterhead of Bidder*

Date: \_\_

Ref No.: **GRN64-P001**

To: Ministry of Finance - Government of Grenada

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the RFQ, including Addenda (if applicable) issued in accordance with ITB 16.1;
- (b) We offer to supply, in conformity with the RFQ, the following goods and related services as detailed in Section 2 "Schedule of Requirements".
- (c) The total price of our quotation, excluding any discounts offered in item (d) below, but excluding all applicable taxes and duties imposed by the Recipient's country is: *(amount of Currency to be added in numbers and in words)*. Taxes and duties imposed by the Recipient's country amount to *(amount of Currency to be added in numbers and in words)* resulting in a total price of: *(amount of Currency to be added in numbers and in words)*
- (d) ***The discounts offered and the methodology for their application are: \_\_\_\_\_***
- (e) Our quotation shall be valid for a period of \_\_\_\_\_ days from the date fixed for the quotation submission deadline in accordance with the RFQ and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We, including any subcontractors or sub-suppliers for any part of the Contract comply with the eligibility per ITB 1;
- (g) Our firm, its affiliates or subsidiaries (including any subcontractors or sub-suppliers for any part of the Contract), have not been declared ineligible by CDB or the Recipient in accordance with ITB 2 and 3;
- (h) We hereby agree that in competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Recipient's country;
- (i) We understand that this quotation, together with your written acceptance thereof included in your Contract, shall form a binding contract between us.
- (j) We understand that you are not bound to accept the lowest responsive quotation or any other one you may receive. We understand that the Recipient may cancel a procurement at any time prior to the acceptance of the successful quotation or after the successful quotation is accepted if
  - (i) the Supplier presenting the quotation is disqualified under Annex B or by the Recipient's country

(ii) the procurement is cancelled;

(iii) the Supplier presenting the successful quotation is excluded on the grounds of corruption, unfair competition and a conflict of interest; or

(iv) the procurement, the quotation or the Supplier contravenes or is otherwise not compliant with the provisions of any legislation of the Recipient.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the quotation for and on behalf of \_\_\_\_\_

Dated on *[dd/mm/yr]* \_\_\_\_\_

## SECTION 4 FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) The Ministry of Finance – Government of Grenada, and having its principal place of business at **The Carenage, St. George's, Grenada** (hereinafter called "the Purchaser"), and
- (2) [ *insert name of Bidder* ], a corporation incorporated under the laws of [ *insert: country of Bidder* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called "the Supplier").

**WHEREAS**, the Purchaser wishes to have the Supplier furnish the **three (3) refrigerated trucks and respective training** (hereinafter referred to as "Goods"), and

**WHEREAS**, the Supplier is desirous to supply these Goods, and the Purchaser is willing to accept the Goods in terms and conditions provided for under this Contract.

**NOW THEREFORE, THE PARTIES** hereby agree as follows:

- 1. Conditions** The Conditions of the Contract shall be as herein stated.
- 2. Language** This Contract and all related communications shall be in English.
- 3. Purchaser** The Purchaser is: Government of Grenada – Bureau of Standards
- 4. Contract** Name of Contract: Supply of three (3) Refrigerated Trucks
- 5. Governing Law** The Contract shall be governed by and interpreted in accordance with the laws of the country of the Purchaser.
- 6. Goods** The Bidder shall deliver the Goods specified in Appendix 1 to the Destination and in the quantities therein specified, in accordance with the quotation as accepted by the Purchaser as in Appendix 2.
- 7. Delivery** The Goods shall be delivered to the Destination by [ *insert date - or within xxx months from the date of this Contract – Purchaser to complete once Supplier selected* ] on DPU Destination per INCOTERMS 2020, all in accordance with Appendix 3.  
  
The Purchaser may cancel the Contract if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of being given thirty (30) calendar days' notice by the Purchaser, without incurring any liability to the Supplier.
- 8. Consignee** The invoice should show the consignee as: Government of Grenada – Bureau of Standards.

- 9. Documentation** For Goods Supplied from within the country of the Purchaser :
- Invoice: two original signed invoices and two signed copies;
  - Packing List: (if not included on invoice); four copies;
  - Operating and Maintenance manuals
- 10. Packing** Packaging shall be in accordance with industry standards for the method of delivery. The packing shall fully protect the Goods from damage or deterioration of the quality and operational efficiency, including by rough handling, theft and environmental conditions.
- 11. Inspection** The Supplier shall deliver the Goods at the Destination specified in Appendix 2 where they will be inspected by the Purchaser to determine that they meet the specifications stated in Appendix 1. The Purchaser will issue an Acceptance Note when all items are found to be in accordance with this Contract and in working order and training is completed.
- 12. Payment**
- A. Prices -** For Goods rendered pursuant to the **attached schedule of requirements in Appendix 1**, the Purchaser shall pay the Supplier the Total Contract Price *[insert amount and Currency]* (inclusive, but separately stated, of duties and taxes, including sales taxes imposed by the Government of Grenada)
- (i) **Advance Payment:** Ten (10) percent of the Total Contract Price shall be paid within thirty (30) days of signing the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in Appendix 4 or another form acceptable to the Purchaser.
  - (ii) **On Delivery:** Eighty (80) percent of the Total Contract Price shall be paid on receipt of the Goods and upon submission of the warranty and other documents, including operating manuals.
  - (iii) **On Acceptance:** The remaining ten (10) percent of the Total Contract Price shall be paid to the Supplier within thirty (30) days after the date of the Acceptance Note for the respective delivery issued by the Purchaser.

**B. Payment Account Details**

Payment shall be made by electronic transfer to the following bank account:

|                        |                      |
|------------------------|----------------------|
| <b>Bank Name:</b>      | <b>Bank Address:</b> |
| <b>Account Number:</b> | <b>Account Name:</b> |
| <b>Swift Code:</b>     |                      |

- 13. Destination** The Destination is: Ministry of Finance, The Carenage, St. George's, Grenada
- 14. Communications** The Purchaser 's address for communications is: *[State full address, telephone, and email]*  
The Supplier's address for communications is: *[State full address, telephone, and email]*
- 15. Termination** 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;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier has engaged in fraud and corruption, as defined in Clause 16, in competing for or in executing the Contract.
- 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 the performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 16. Fraud, Corruption and Other Prohibited Practices** The Purchaser and the CDB require that all parties involved in the Contract observe the highest standard of ethics and comply with the country laws of the Purchaser and the conditions of the Bank in Appendix 5.
- 17. Eligibility** The Supplier confirms that it meets the CDB-European Union Eligibility Rules as detailed in: [CDB - European Union Eligibility Criteria: CARIFORUM-EU Economic Partnership Agreement and the CARICOM Single Market and Economy Standby Facility For Capacity Building | Caribbean Development Bank \(caribank.org\)](#)

**SIGNED for and on behalf of the Supplier**

Name: .....

Title: .....

Signature: .....

**SIGNED for and on behalf of the Government of Grenada - Bureau of Standards**

*[insert name of Purchaser, title]*

Name: .....

Title: .....

Signature: .....

**APPENDIX 1 - Schedule of Requirements**

**List of Goods and Related Services**

| <b>No.</b> | <b>Item</b> | <b>Brief Description</b> | <b>Quantity</b> |
|------------|-------------|--------------------------|-----------------|
| 1          |             |                          |                 |
| 2          |             |                          |                 |
| 3          |             |                          |                 |
| 4          |             |                          |                 |
|            |             |                          |                 |
|            |             |                          |                 |

**APPENDIX 2 - Copy of the Bidder's Quotation**

**APPENDIX 3 - Copy of the Delivery Schedule**

**APPENDIX 4 - Advance Payment Guarantee**

**APPENDIX 5 – Prohibited Practices and Other Integrity-Related Matters**

## APPENDIX 4 ADVANCE PAYMENT 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) 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 – 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.***



## APPENDIX 5

### 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, Subcontractors, Consultants, subconsultants, 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 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 MDB Debarment<sup>13</sup> or MDB Cross-Debarment<sup>14</sup> 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;

---

<sup>13</sup> A debarment imposed and announced publicly, on their official website, by at least one MDB which is a signatory to the Agreement on Mutual Enforcement of Debarment Decisions in accordance solely with its internal sanctions policies and procedures.

<sup>14</sup> A debarment imposed and announced publicly pursuant to the provisions for mutual recognition and enforcement under the Agreement on Mutual Enforcement of Debarment Decisions.

- (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, Sub suppliers, 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 RFQ documents, and similar associated documents<sup>1</sup>. CDB will accept the introduction of such undertaking at the request of a BMC, provided the arrangements governing such undertaking are satisfactory to CDB.
  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).