

GOVERNMENT OF SAINT LUCIA DEPARTMENT OF ECONOMIC DEVELOPMENT

Communication on this subject should be addressed to:

The Permanent Secretary

1ST Floor Finance Administrative Center Pointe Seraphine, Castries Saint Lucia Tel: (758) 468-2180 Fax (758) 451-9706

Request for Quotation (RFQ)

Project Name: OECS Data for Decision Making Project

Project Number: P174986

Contract Title: Supply of Field Identification Material

Reference: SLU-DDM-TS-CAF-24

Date: August 7, 2024

Dear Sir/Madam,

1. The Department of Economic Development invites you to submit your price quotation for the supply of the Supply of Field Identification Material to support the execution of the 2024 Census of Agriculture and Fisheries.

Information on technical specifications and required quantities are attached.

2. You may quote for all of the items in each Lot (Lot 1, Lot 2 and Lot 3) under this invitation. Price quotations will be evaluated for <u>each package</u> (Lot 1, Lot 2 and Lot 3) and a contract awarded to the firm offering the lowest evaluated total cost for all of the items for each Lot (Lot 1, Lot 2 and Lot 3).

Two (2) Partial Shipments are permitted. Partial shipments are not permitted within the lot (s).

3. Your price quotation in the form attached should be submitted electronically at the following address:

Address: The Permanent Secretary

Department of Economic Development 1st Floor, Finance Administrative Centre

Pointe Seraphine

Castries

Email: oecsddmproject@gmail.com

- 4. The deadline for receipt of your quotation by the Purchaser at the addresses indicated in above Paragraph 3 is August 28, 2024 at 09 30 hours (9:30 a.m.). Late quotations will be rejected.
- 5. Your price quotation shall consist of:
 - Terms and Condition of Supply filled in and signed by the authorized representative of the Firm (name, email and physical address should be included)
 - Form of Quotation filled in and signed
 - Technical Specifications
- 6. Your quotation in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information in English for the items quoted.
- 7. Your quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.
 - (i) <u>PRICES</u>: The prices should be off the shelf prices, quoted in Eastern Caribbean dollars (XCD) for the total cost which includes all taxes, VAT, custom duties and taxes, plus the price of delivery, that is, to the Project Implementation Unit, Department of Economic Development, Pointe Seraphine, Castries
 - (ii) EVALUATION OF QUOTATIONS: The offer needs to be substantially responsive to the technical specifications and will be evaluated by comparison of the total price at final destination as in paragraph 1 above.

In evaluating the quotations, the Purchaser will determine the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

- a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- c) if a Supplier refuses to accept the correction, his quotation will be rejected.

(iii) AWARD OF CONTRACT: The award will be made for the lowest evaluated price and the quotation must be substantially responsive to the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached Form of Contract and Terms and Conditions of Supply.

The Purchaser does not bind himself to accept the lowest or any of the quotations received, nor will be responsible for, or pay for expenses or losses which may be incurred by any bidder in the preparation of the quotation or contract.

- (iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of sixty (60) days from the deadline for receipt of quotation(s) indicated in Paragraph 4 of this Invitation to Quote.
- 8. Further information can be obtained from:

Procurement Specialist
OECS Data for Decision Making Project
Project Implementation Unit
Department of Economic Development
2nd Floor, Finance Administrative Centre
Pointe Seraphine, Castries
vernecia.badal@govt.lc

Requests for clarification are to be submitted in writing to the address above and should be received no later than: three (3) days before the submission date.

- 9. Inspections and Audits
 - 8.1 The Supplier shall carry out all instructions of the Purchaser, which comply with the applicable laws of Saint Lucia.
 - 8.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, 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 and consultants' attention is drawn to Clause 5 Fraud and Corruption of the Form of Contract, 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 sanctions procedures).
- 10. Please confirm by e-mail the receipt of this invitation and whether or not you will submit the price quotation.

Sincerely,

Mr. Paul Hilaire

PERMANENT SECRETARY

FORM OF CONTRACT

THIS AGREEMENT number	made on(day)	, _(month)_ ,(year) between
	(hereinafter called "t	the Purchaser") on the one part
and		inafter called "the Supplier") on
the other part.		• • · ·
WHEREAS the Purchaser has in	vited quotation for	(description of goods) to
be supplied by Supplier, viz. Co	ntract, (hereinafter ca	alled "Contract") and has accepted
the Bid by the Supplier for the	supply of goods under Co	ontract at the sum of
) hereinafter called "the C	Contract Price".

NOW THIS AGREEMENT WITNESSETHES as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
- a) Invitation to Quote; Term and Conditions of Supply, Technical Specification;
- b) Addendum (if applicable);
- Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
- The Purchaser hereby covenants to pay in consideration of the goods supply and acceptance
 of Contract and remedying of defects therein, the Contract Price in accordance with
 Payment Conditions prescribed by Contract.

4. Termination

- 4.1 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.
 - 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 Clause 5 below, in competing for or in executing the Contract.
- b) In the event the Purchaser terminates the Contract in whole or in part, 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.
- 4.2 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.

4.3 Termination for Convenience.

- 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 delivery 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

Fraud and Corruption

5. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

6. Inspections and Audits

6.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, 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 and consultants' attention is drawn to Clause 5 Fraud and Corruption, 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 sanctions procedures).

Signature and seal of the Purchaser:	Signature and seal of the Suppler:
FOR AND ON BEHALF OF	FOR AND ON BEHALF OF
Name of Authorized Representative	Name of Authorized Representative

TERMS AND CONDITIONS OF SUPPLY

Project Name: OECS Data for Decision Making Project

Purchaser: Department of Economic Development

Description: Supply of Field Identification Material

Reference: SLU-DDM-TS-CAF-24

Prices and Schedules for Supply

Quantity Unit Price Total Price Delivery Including Time Customs (6 weeks) Duties			
Minimum Specifications Qu	Design Specifications Colour should be white The cloth should be washable Writings text should be in Dark Green color	Primary Logo - CAF	A A A A A A A A A A A A A A A A A A A
Description	Lot 1 Branded T-Shirts/Polo Shirts Colour should be white The cloth should be wa Writings text should be		
Item No.	Lot 1		

		Tagline Agricole ek Pêche – Annou conté		
		Secondary Logo -ODDM		
		Outs for Oscision waking		
		Dry Fit Polo (printed logos and tagline left corner and right sleeve) Size of Shirt: Small-100, M-100, L-450, XL-130, XXL-20	008	
		Dry Fit T Shirts (printed logo and tagline left corner and right sleeve) Size of Shirt: Small-30, M-50, L-50, XL-50, XXL-20	200	_
Lot 2	Branded Bucket Hat and Caps Design Specifications Colour should be white Writings and logo shouproperly placed Writings should be in g	Design Specifications Colour should be white Writings and logo should be in front of the Cap/Hat and properly placed Writings should be in green in color		
		Bucket Hats (printed logo and theme/tagline in the middle in the middle)	150	5

	Adjustable Caps (printed logo and theme/tagline in the middle in the middle)	20	
Branded Bags	Bags: Design Specifications Colour should be black Writings and logo should be in front of the Bag and properly placed Writings should be in white in color	200	
	Zippered document bag with adjustable shoulder straps - suitable for data collection (printed logos and theme/tagline in the middle)		
Lot 3 Branded Oxford Shirts	Printed Oxford Shirts (printed logos - corner and right sleeve) Small-3, M-4, L-10, XL-10, XXL -9 OR Men-9 Women-27	30	
VAT (12.5%)			
Total			

- 1. <u>Fixed Price:</u> The prices indicated above are firm and fixed and not subject to anu adjustment during the contract performance.
- 2. The Purchaser reserves the right at the time of contract finalization to increase by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.
- 3. <u>Delivery Schedule:</u> The delivery should be completed as per above schedule but not exceeding six (6) weeks from contract signature.
- 4. <u>Insurance:</u> The supplier is responsible for all kinds of insurance until the goods are delivered to the address of the Purchaser. The Purchaser will not assume any responsibility until goods are delivered to the final place of destination.
- 5. Applicable Law: The Contract shall be interpreted in accordance with the laws of Saint Lucia.
- 6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures of the Purchasers country.
- 7. <u>Delivery and Documents:</u> The Supplier shall submit the following documents to the Purchaser:
 - (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
 - (ii) Manufacturer's or supplier's warranty certificate;
 - (iii) Certificate of origin;
 - (iv) Certificate of quality.

The above documents shall be received by the Purchaser at least one week before delivery of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

8. Payment for your invoice will be made as follows:

100% against receipt of goods and issuance of the Acceptance Certificate for the respective delivery. Payment shall be made by bank transfer to the account of the supplier.

- 9. Warranty: Minimum one (1) year repair/replacement warranty
- 10. <u>Defects:</u> All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:

Address		

11. <u>Force-Majeure</u>: The supplier shall not be liable for penalties 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.

For purposes of this clause, "Force-Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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 Force-Majeure event.

12. Required Technical Specifications

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters

Supplier confirms compliance with above specifications (In case of deviations supplier to list all such deviations).

13. <u>Failure to Perform</u>: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 21 day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME	OF	SUPPLIER_	7-7-2000			
Authoriz Place: Date:	zed Si	gnature	45-45-35-0		-	

FORM OF QUOTATION

	(Date)
To: Permanent Secretary Department of Economic Development 1st Floor, Finance Administrative Centre Pointe Seraphine Castries	
We offer to execute the Supply of Field Identificatio accordance with the Conditions of Contract accompany of (amount in words an currency). We propose to complete the delivery of Good of calendar days from the Date of	ving this Quotation for the Contract Price d numbers) () (name of s described in the Contract within a period
This Quotation and your written acceptance will constitued understand that you are not bound to accept the lowest of	
We hereby confirm that this Quotation complies with the proposal documents.	e Validity of the Quotation required by the
Authorized Signature:	
Name and Title of Signatory:	
Name of Supplier: Address: Phone Number:	

Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework¹

	Date:
	Invitation of Bids/Proposals No
То:	

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines² in connection with the procurement and execution of the contract (in case of award), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement. Further, we are not ineligible under the laws or official regulations of [Insert name of Employer as per bidding document] or pursuant to a decision of the United Nations Security Council.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include the following:

- a. rejection of our Proposal/Bid for award of contract;
- b. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and
- c. sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; (ii) to be a nominated sub-contractor, sub-consultant, consultant,

¹[<u>Drafting note</u>: This document shall be signed by bidders/proposers/consultants and submitted as part of their bids/proposals. In addition, this document shall be signed by the winning bidder/consultant and incorporated as part of the contract.]

²Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

We understand that we may be declared ineligible as set out above upon:

- a. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;
- b. cross-debarment as agreed with other international financial institutions (including multilateral development banks);
- c. the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or
- d. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.

For avoidance of doubt, the foregoing effects of ineligibility do not extend to a sanctioned firm's or individual's execution of its ongoing Bank-financed contracts (or its ongoing sub-agreements under such contracts) that are not the subject of a material modification, as determined by the Bank.

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect³ all accounts, records, and other documents relating to the procurement process and/or contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract.
Name of the Bidder/Proposer/Consultant:
Name of the person duly authorized to sign the Bid/Proposal on behalf of the Bidder/Proposer Consultant:
Title of the person signing the Letter: