

Request for Quotations of Goods

*Purchase of Greenhouses and An All-Terrain Vehicle for
the Ministry of Agriculture, Forestry, Fisheries, Rural
Transformation, Industry and Labour.*

Ref No: SVG-VEEP-GO-RFQ-26

Project: Volcanic Eruption Emergency Project (VEEP)

Purchaser: Government of Saint Vincent and the Grenadines c/o Economic
Planning Division in the Ministry of Finance, Economic Planning and Information
Technology

Country: St. Vincent and the Grenadines

Issued on: May 05, 2023

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Request for Quotations

RFQ Ref No.: SVG-VEEP-GO-RFQ-26

RFQ Date: May 05, 2023

To: Prospective Supplier

Dear Prospective Supplier:

Request for Quotation (RFQ)

1. This RFQ is for the procurement of Goods “and the Related Services,”.
2. The *Government of Saint Vincent and the Grenadines* has received financing from the World Bank (Bank) toward the cost of the Volcanic Eruption Emergency Project (VEEP) and intends to apply part of the proceeds toward payments under the contract for **Purchase of Greenhouses and An All-Terrain Vehicle for the Ministry of Agriculture, Forestry, Fisheries, Rural Transformation, Industry and Labour** as per the following Lots:
 1. **Lot-1: Green Houses – One (1) Climate Controlled Green House and, Two (2) Shade Houses**
 2. **Lot-2: One Specialised All-Terrain Vehicle**
3. The **Economic Planning Division** within the **Ministry of Finance, Economic Planning and Information Technology** now invites quotations from suppliers for the Goods and the Related Services described in Annex 1: Purchaser’s Requirements, attached to this RFQ.

Fraud and Corruption

4. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the attachment to the Contract Conditions (Attachment A).
5. In further pursuance of this policy, Suppliers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Eligible Goods and Related Services

6. All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Para. 10.

Eligible Suppliers

7. In case the Supplier is a joint venture (JV), all members 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 members of the JV during the Request for Quotations process and, in the event the JV is awarded the Contract, during contract execution.

8. A Supplier may have the nationality of any country, subject to the restrictions pursuant to para. 9 and 10 hereinafter. A Supplier shall be deemed to have the nationality of a country if the Supplier is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including Related Services.

9. Firms and individuals may be ineligible if so indicated in para. 10 below and:

a. as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank 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 Borrower'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.

10. In reference to paras. 6 and 8, for the information of suppliers, at the present time firms, goods and services from the following countries are excluded from this procurement process:

a. Under para. 6 and 9 (a): *none*.

b. Under para. 6 and 9 (b): *none*.

11. A Supplier that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in the attachment to the Contract Conditions (Attachment A) paragraph 2.2 d., shall be ineligible to submit Quotations or be awarded or otherwise benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank's external website: <http://www.worldbank.org/debarr>.

12. Suppliers that are state-owned enterprises or institutions in the Purchaser's country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:

- a) are legally and financially autonomous;
- b) operate under commercial law; and
- c) are not under supervision of the Purchaser.

13. A Supplier shall not have a conflict of interest. Any Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest for the purpose of this Request for Quotations process, if the Supplier:

- a) directly or indirectly controls, is controlled by or is under common control with another Supplier that submitted a Quotation;
- b) receives or has received any direct or indirect subsidy from another Supplier that submitted a Quotation;
- c) has the same legal representative as another Supplier that submitted a Quotation;
- d) has a relationship with another Supplier that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Supplier, or influence the decisions of the Purchaser regarding this Request for Quotations process; or
- e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Request for Quotations process; or
- f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for implementing the Contract; 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 this Request for Quotations, 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
- h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject 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 Request for Quotations process and execution of the Contract.

Performance Security

14. The successful Supplier shall submit a Performance Security in accordance with the Contract Conditions.

Manufacturer's Authorization

15. A Supplier that does not manufacture or produce the Goods it offers to supply shall submit a Manufacturer's Authorization using the form included to this RFQ to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country.

Validity of offers

16. The offers shall be valid until **90 days** after submission of quotation.

Quoted Price

17. Prices shall be quoted in the following manner:

- a) For Goods to be supplied from within the Purchaser's Country:
- i.) the price of the Goods quoted DDP - **Ministry of Agriculture, Forestry, Fisheries, Rural Transformation, Industry and Labour, Kingstown, Saint Vincent, and the Grenadines.**
- b. For Goods to be supplied from outside the Purchaser's Country:
 - ii. the price of the Goods, quoted CIP named place of destination in the Purchaser's Country at the following locations: **Port of Kingstown, Saint Vincent and the Grenadines c/o Ministry of Agriculture, Forestry, Fisheries, Rural Transformation, Industry and Labour, Kingstown, Saint Vincent, and the Grenadines.**
- c. 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 Schedule of Requirements**, the price of each item comprising the Related Services (inclusive of any applicable taxes).

18. The Supplier may **not** quote its price in a foreign currency of its choice in addition to the currency of the Purchaser's Country (for any local costs as applicable).

Clarifications

19. Any clarification request regarding this RFQ may be sent in writing to **Office of the Director of Economic Planning, Economic Planning Division in the Ministry of Finance, Economic Planning and Information Technology, Attn: Mr. Recardo Frederick** at cenplan@svgcpd.com rjohn@svgcpd.com mglynn@svgcpd.com ctoby@svgcpd.com, ssamuel@svgcpd.com, nstewart@svgcpd.com **five (5) business days before the submission deadline date.** The Purchaser will forward copies of its response to all Suppliers including a description of the inquiry but without identifying its source.

Submission of Quotations

- 20. Quotations shall include the following documents:
 - i. Completed Quotation Form
 - ii. Completed Delivery and Priced Schedules
 - iii. Details of Goods being offered by Supplier. Details shall include brochures, catalogues of goods, brand name, model number, technical specifications illustrating how it meets the clients requirements.
- 21. Two hard copies of the full Quotations shall be submitted in the form(s) attached at **Annex 2** to the address given below:
- 22. The deadline for submission of Quotations is **2:00pm May 30, 2023.**
- 23. The address for submission of Quotations is:

***Chairman
Central Procurement Board
Ministry of Finance, Economic Planning and Information Technology
2nd Floor, Administrative Centre
Bay Street, Kingstown.
Saint Vincent***

Opening of Quotations

24. Quotations will be opened by the Purchaser's representatives immediately after the deadline for the submission of Quotations. The opening will not be done publicly.

Evaluation of Quotations

25. Quotations will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the RFQ.

26. The comparison shall be on the basis of CIP (place of final destination) prices for Goods to be supplied from outside the Purchaser's country and EXW prices plus cost of inland transportation and insurance to place of destination, for Goods supplied from within the Borrower'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 or delivery of goods."

27. The lowest evaluated price will be determined after correcting any arithmetic errors and other specified adjustments, if any.

28. Quotation will be evaluated for each whole lot/package included under this RFQ. 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 not included in the Quotation, and provided that the Quotation is substantially responsive, the average of the item price as quoted by substantially responsive Suppliers will be added to the Quoted Price and the equivalent total price of the Quotation so determined will be used for price comparison.

29. For evaluation and comparison purposes, the currency(ies) of the Quotations shall be converted into a single currency. The currency that shall be used for comparison purposes to convert at the selling exchange rate offered prices expressed in various currencies into a single currency is **Eastern Caribbean Dollars**. The source of exchange rate shall be: **Bank of St. Vincent and the Grenadines**. The date for the exchange rate shall be: **the deadline date of submission of quotations**.

Contract Award

30. The Contract will be awarded to the Supplier/s who:

- a.** is eligible and offers eligible Goods;
- b.** offers the lowest evaluated price/s,
- c.** technically compliant quotation, and
- d.** guarantees delivery, in accordance with the delivery period/s.

31. The Purchaser shall invite by the quickest means, *e-mail*, the successful Supplier for any discussion/ negotiation that may be needed to conclude the contract or otherwise for contract signature.

32. The Purchaser shall communicate by the quickest means, *e-mail*, with the other Suppliers on its contract award decision. An unsuccessful supplier may request clarifications as to why its

quotation was not determined to be successful. The Purchaser will address this request within a reasonable time.

Attachments:

Annex 1: Purchaser's Requirements

Annex 2: Quotation Form

Annex 3: Contract Forms

ANNEX 1: Purchaser's Requirements

LOT-1

1.1 List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIP, EXW, FCA etc.)	Delivery Period from Date of contract effectiveness [seller to complete – in days or weeks]
1.	Climate Controlled Greenhouse + Spare Parts	1	nr	Ministry of Agriculture, etc. - Kingstown, St. Vincent and the Grenadines	Orange Hill Biotechnology Center, Orange Hill, St. Vincent and the Grenadines	DDP	
2.	Shade House + Spare Parts	2	nr			DDP	

1.2 List of Related Services and Completion Schedule

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
1.	Civil/Infrastructure Works required for Installation and functioning of Climate Controlled Greenhouse	1	nr	Orange Hill Biotechnology Center, Orange Hill, St. Vincent and the Grenadines	◇
2.	Installation of Shade Houses	2	nr		◇
3.	Training – Operation and Maintenance of Climate Controlled Green House	1	Item		
4	Testing of Greenhouses	1	Item		

LOT-2

1.1 List of Goods and Delivery Period

List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination (for CIP) or Named Place (for FCA)	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIP, EXW, FCA etc.)	Delivery Period from Date of contract effectiveness
1.	All-Terrain Vehicle	1	nr	Port of Kingstown, St. Vincent and the Grenadines	Ministry of Agriculture, etc., Kingstown St. Vincent and the Grenadines	CIP	

1.2 List of Related Services and Completion Schedule

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
1.	Commissioning of Vehicle – Ensuring vehicle functions as required	1	Item	Ministry of Agriculture-Forestry Division,	◇
2.	Registration and Insurance of Vehicle – One (1) year Comprehensive with Client Approved Insurance Provider	1	Item	Saint Vincent and the Grenadines	◇

1.3 Technical Specifications

1.3.1 Detailed Technical Specifications.

LOT-1

Ref	Description of Goods	Quantity	Unit	Technical Specifications and after sale service	
1.0	Climate Controlled Greenhouse	1	nr	Dimensions	100'*45'
				Features	<ul style="list-style-type: none"> Side walls: 8' Frame: Galvanize steel Colour: Steel / Aluminum (Trim) Covering: 8mm Twinwall Polycarbonate Panels Door: (1) 6' wide x 6'8" tall double door and (1) 3' wide x 6'8" tall single door Load rating: 120 mph wind and at least 10 pound live load. Complete frame with Corrugated or 8mm Twinwall Polycarbonate Glazing for Roof, Sidewalls and Endwalls. (1) 6' wide x 6'8" tall double door and (1) 3' wide x 6'8" tall single door. (2) 50" Exhaust Fans with Slope-wall Housing, Guard and Shutter. (1) 4' tall x 35' long Evaporative Cooling Wall with 6" cooling pads. (5) 48" Motorized Inlet Shutters. (1) Equipped with Environmental Controller with Temperature & Humidity Sensor and Electrical Drawings. (6) Horizontal Air Flow Fans. Complete assembly instructions, and an electrical wiring diagram showing details of all equipment connections. Curtain rack Benches with wire mesh Automatic firm roll or manual roll Irrigation system: overhead (fine) misting system Minimum temperature 20 degrees celcius Equiped with solar PV panels and battery
					12. Spare parts
					(YES) FANS, DEHUMIDIFIERS, MOTORIZED SHUTTER KITS,
					13. Installation
					(YES)
					14. testing on site
					(YES)
					15. Training
					(YES)
					16. Warranty
					5 YEARS
2.0	Shade House			Features	<ul style="list-style-type: none"> Overhead (fine) misting system 40%-50% shade cloth (polyethylene) Ground cover included for dimension Hot dipped galvanize steel frame (anti-rust)
					Size
					150*150 ft
					7. Spare parts
					misting heads heads, shade cloth, ground cover
					8. Installation
					(YES)
					9. testing on site
					(YES) Irrigation system
					10. Training
					(YES) Irrigation system
					11. Warranty
					3 years

Note that for the Green Houses, the Supplier will be required to perform Installation Works. This shall be priced under the Related Services Price Schedule. For the Climate Controlled Green House, the Supplier will be required to carry out the construction of required base (civil works),

supply and installation of required electrical, plumbing and mechanical services, fixtures, fitting and the like.

ATV Specifications

draft 11/30/22

Engine:

Vehicle type	2 passenger off road all terrain vehicle (ATV), 4WD with tilting cargo bed. Honda Talon 1000x, SXS10532XD or substantially similar vehicle
Engine configuration	4 stroke gasoline, 2 cylinder Parallel Twin, liquid cooling, 8 valve OHV, minimum displacement 999 cc. fuel Injected, electric starter
Passenger safety	winch min 3000 lbs with spare cable, Trailer

Transmission:

Transmission Type	6 speed Manual / Automatic Clutch with high/low range selector and reverse gear
Drive train	Direct drive shaft front and rear

Vehicle Body

Frame protection	Front bumper, skid plate, rear skid guards, rear mud flaps, front fender flares,
Passenger Safety	Hard canopy, roll-over protection system, seatbelts, shoulder strap, rear view mirror, windshield wipers

Wheels & Tires: Front (F), Rear (R):

Rims material	Steel
Front and rear tire diameter	Minimum 28 inch
Tire type	Maxxis® or substantially similar, all terrain tires
Front tire width	9 inches
Rear tire width	11 inches
F/R Wheel rim diameter	15 inches

Brakes:

Front and rear brakes	Dual Hydraulic Disc Brake
Engine Braking	Std

Suspension: Front (F), Rear (R):

ATV front and rear suspension system	Steel, independent double wishbone with Fox® Podium shock absorbers or substantially similar, rear stabilizer bar
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Steering:

Steering system	Power, with tilt steering wheel
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Technical Specifications:

Approximate vehicle dimension inches (LxWxH)	120x64x75
Approximate wheelbase (inches)	87.6
Approximate Turning Radius (ft)	17
Minimum ground clearance (inches)	12
Approximate fuel tank capacity (gallons)	7
Approximate fuel reserve capacity (gallons)	1

Instrumentation:

Digital Instrumentation	Std
Clock	Std
Odometer	Std
Speedometer	Std
Hour Meter	Std
Over temperature indicator	Gauge
Low fuel level indicator	Gauge
Service Reminder	Std

Storage:

Number Of Cupholders	2
Approximate cargo bed capacity (pounds)	300
Cargo Bed Tilt	+
Integral Tie-Down Hooks	+
Glove Box / Dash Storage	Std

Lights:

Headlight Mounts	Std
Headlight (s)	Std
Interior dome light	+
Type	LED

Accessories

Electric winch, 3000 pound capacity with spare cable	+
Highway transport trailer, class 2 hitch	+

Manuals

Vehicle shall be supplied with 3 sets of manuals, 2 printed and 1 electronic copy including:

- Operators manual

- Service Manual
- Parts Identification Manual

Technical manuals

The overall format for the manuals will be commercial. Each technical manual will have a title page. Line art will be used to the maximum extent possible for illustrations and parts lists. One complete set of engine and transmission parts, service and operator's manuals will be packed with each vehicle.

- The contractor will provide digitized manuals in CD format when requested in addition to or in place of printed paper copies.
- The contractor will provide two complete sets of hardcopy manuals and CDs.

Operator's manual

The operator's manual will include all information required for the safe and efficient operation of the vehicle, including fire extinguishing systems, equipment, and any special attachments or auxiliary support equipment. As a minimum, the operator's manual will include the following:

- The location and function of all controls and instruments will be illustrated and functionally described.
- Safety information that is consistent with the safety standards established by the Occupational Safety and Health Administration (OSHA) or EN Standards.
- All operational and inspection checks and adjustments in preparation for placing the vehicle into service upon receipt from the manufacturer.
- Tie down procedures for transport
- Warranty information and the period of the warranty coverage for the complete vehicle and for any component warranty that exceeds the warranty of the complete vehicle. Addresses and telephone numbers will be provided for all warranty providers.
- Daily maintenance inspection checklists that the operator is expected to perform, including basic troubleshooting procedures.
- Procedures and equipment required for changing a tire.
- Schedules (hours, miles, time periods) for required preventative maintenance and required periodic maintenance

Service manual

The service manual will identify all special tools and test equipment required to perform servicing, inspection, and testing. The manual will cover troubleshooting and maintenance as well as minor and major repair procedures. The text will contain performance specifications, tolerances, and fluid capacities; current, voltage, and resistance data; test procedures; and illustrations and exploded views as may be required to permit proper maintenance by qualified vehicle mechanics. The manual will contain an alphabetical subject index as well as a table of contents. The service manual will contain at least the following, where applicable:

- Engine and drive train
- Electrical schematic
- Fuel schematic
- Schedules for required preventative maintenance and required periodic maintenance.
- Lubrication locations, procedures, and intervals for parts of the vehicle and equipment that require lubrication.

Parts identification manual

The parts manual will include illustrations or exploded views (as needed) to identify properly all parts, assemblies, subassemblies, and special equipment. All components of assemblies shown in illustrations or exploded views will be identified by reference numbers that correspond to the reference numbers in the parts lists. All purchased parts will be cross-referenced with the original equipment manufacturer's (OEM) name and part number. The parts identification manual will provide the description and quantity of each item used for each vehicle. The size, thread dimensions, torque specifications, and special characteristics will be provided for all nonstandard nuts, bolts, screws, washers, grease fittings, and similar items. The manual will contain a numerical index. The parts manual will contain a list of all of the component vendor names, addresses, and telephone numbers referenced in the parts list.

1.3.3 Drawings

N/A

1.3.4 Inspection and Tests

The following inspections and tests shall be performed: *As per the Technical Specifications*

ANNEX 2: Quotation Forms

Supplier Quotation Form

From:	<i>[Insert Supplier's name]</i>
Supplier's Representative:	<i>[Insert name of Supplier's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Supplier's address]</i>
Email:	<i>[Insert Supplier's email address]</i>

To:	Government of Saint Vincent and the Grenadines c/o Ministry of Finance, Economic Planning and Information Technology
Purchaser's Representative:	Recardo Frederick
Title/Position:	Director of Economic Planning
Address :	1 st Floor, Administrative Building, Bay Street, Kingstown, St. Vincent and the Grenadines cenplan@svgcpd.com , mglynn@svgcpd.com rjohn@svgcpd.com , ctoby@svgcpd.com rfrederick@svgcpd.com , nstewart@svgcpd.com , ssamuel@svgcpd.com
RFQ Ref No.:	SVG-VEEP-GO-RFQ-26
Date of Quotation:	[insert date]

Dear Mr. Recardo Frederick,

SUBMISSION OF QUOTATION

1. Conformity and no reservations

In response to the above named RFQ we offer to supply the Goods, *[add if applicable: “and the Related Services,”]* as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

2. Eligibility

3. We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations. **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 the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. 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.

4. Quotation Price

The total price of our offer is :

Lot-1:*[insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies].*

Lot-2:*[insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies].*

5. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

6. Performance Security

If we are awarded the Contract, we commit to obtain and submit a Performance Security in accordance with the Contract Conditions.

7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

[If none has been paid or is to be paid, indicate "none."]

Name of Recipient	Address	Reason	Amount
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8. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Suppliers.

9. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Supplier:

Name of the person duly authorized to sign the Quotation on behalf of the Supplier: *[insert complete name of person duly authorized to sign the Quotation]*

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

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]*

Price Schedules

[The following forms may be used by the Supplier for submitting its quotation for each lot. Supplier shall select the applicable form for each lot and complete as required. Note that Lot(s)_____ includes “Related Services”. The forms may also be used for the contract subsequent to any negotiations.]

Quotation for Goods: Price Schedule: Lot-2

For Goods to be supplied from outside the Purchaser’ country

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> <i>[as applicable, FCA (named place)]</i>	CIP (or FCA as applicable) Price per line item (Col. 5x6)	<i>[FOR CIP, IF REQUIRED]</i> 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 RFQ	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date quoted phased Delivery periods if applicable]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Quotation Price	

Quotation for Goods: Price Schedule Lot-1

For Goods to be supplied from within the Purchaser' country

1	2	3	4	5	6
Description of Goods	Delivery Date as defined by Incoterms	Unit	Quantity	Unit price DDP	Total Price per line item (Col. 4x5)
<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date/ quoted phased Delivery dates if applicable]</i>	<i>insert unit type (nr, pcks, sets, etc.)</i>	<i>[insert number of units to be supplied]</i>	<i>[insert DDP unit price]</i>	<i>[insert total price per item]</i>
Quotation Price					

Quotation for Related Services: Price Schedule 3

1		2	3	4	5	6	7
Item No.	Item description	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	Completion Period at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the item]		[insert name of Services]	[insert country of origin of the Services]	[insert Delivery Period at place of final destination per Service]	[insert number of items to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
Quotation Price							

Total Quotation: Price Schedule 4

The total price for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule	Amount
Goods: Price Schedule Lot-1	
Goods: Price Schedule Lot-2	
Related Services: Price Schedule 3 <i>[if applicable]</i>	
Total Quotation	

Manufacturer's Authorization

[The Supplier shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Quotation submission]*
RFQ No.: *[insert number of RFQ process]*

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 authorize *[insert complete name of the Supplier]* to submit a quotation 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 20 of the Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ (i) forced labor or persons subject to trafficking in accordance with Clause 27 or (ii) child labor in accordance with Clause 28, of the Conditions of Contract. We also confirm that we comply with applicable health and safety obligations in accordance with Clause 29 of the Conditions of Contract.

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

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

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

ANNEX 3: Contract Forms

Contract Agreement

THIS AGREEMENT made the <> day of _____ 2023.

BETWEEN

- (1) ***The Government of Saint Vincent and the Grenadines c/o Economic Planning Division in the Ministry of Finance, Economic Planning and Information Technology*** and having its principal place of business at *1st Floor Administrative Building, Bay Street, Kingstown, Saint Vincent and the Grenadines* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of 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”), of the other part :

WHEREAS the Purchaser invited quotations for certain Goods and ancillary services, and has accepted a quotation by the Supplier for the supply of those Goods and Services for the following lot(s):

Lot-1: Greenhouses- One (1) Climate controlled Greenhouse and Two (2) Shade houses

Lot-2: One specialized All- Terrain Vehicle

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 Award of Contract
 - b. the Supplier’s quotation
 - c. Conditions of Contract
 - d. the Purchaser’s Requirements (including Schedule of Requirements and Technical Specifications)
 - e. the completed Schedules (including Price Schedules)
 - f. any other document listed as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related

Services if applicable 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 provision of the Goods and Related Services if applicable 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Saint Vincent and the Grenadines* on the day, month and year indicated above.

For and on behalf of the Purchaser:

Recardo Frederick
Director of Economic Planning
Economic Planning Division
Ministry of Finance, Economic Planning and Information Technology

In the presence of:

NAME:

For and on behalf of the Supplier:

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Conditions of Contract

<p>1. Definitions</p>	<p>1. The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> a. “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). b. “CC” means the Conditions of Contract. c. “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. d. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto. e. “Contract Price” means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. f. “Day” means calendar day. g. “Completion” means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the 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. “Party” means the Purchaser or the Contractor, as the context requires, and “Parties” means both of them.
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	<p>j. “Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.</p> <p>k. “Purchaser’s Country” is the country specified in the CC 2.</p> <p>l. “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, as applicable.</p> <p>m. “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>n. “Supplier” means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>o. “The Project Site,” where applicable, means the place named CC 2.</p>
<p>2. Purchaser, Purchaser’s Country, Project Site/Final Destination</p>	<p>1. The Purchaser is: The Government of St. Vincent and the Grenadines, c/o Economic Planning Division in the Ministry of Finance, Economic Planning and Information Technology</p> <p>2. The Purchaser’s Country is Saint Vincent and the Grenadines.</p> <p>3. The Project Site(s)/Final Destination(s) per lot is as follows:</p> <p>Lot-1: Greenhouses- One (1) Climate Controlled Greenhouse and Two Shade houses- <i>Orange Hill Biotechnology Center, Orange Hill, St. Vincent and the Grenadines</i></p> <p>Lot-2: One specialized All- Terrain Vehicle- <i>Ministry of Agriculture, etc., Kingstown St. Vincent and the Grenadines</i></p>
<p>3. Incoterms</p>	<p>1. The edition of Incoterms that shall apply is: 2020</p>
<p>4. Notices and Addresses for notices</p>	<p>1. Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using</p>

	<p>the quickest available method such as electronic mail with proof of receipt.</p> <p><u>Address for notices to the Purchaser:</u></p> <p><i>Mr. Recardo Frederick</i></p> <p><i>Director of Economic Planning</i></p> <p><i>Ministry of Finance, Economic Planning and Information Technology</i></p> <p><i>1st Floor Administrative Building, Bay Street, Kingstown, Saint Vincent and the Grenadines</i></p> <p><i>E-mail address:</i> cenplan@svgcpd.com rjohn@svgcpd.com ctoby@svgcpd.com mglynn@svgcpd.com ssamuel@svgcpd.com nstewart@svgcpd.com</p> <p><u>Address for notices to the Supplier:</u></p> <p><i>[insert the name of officer authorized to receive notices]</i></p> <p><i>[title/position]</i></p> <p><i>[department/work unit]</i></p> <p><i>[address]</i></p> <p><i>[Electronic mail address]</i></p>
5. Governing Law	<ol style="list-style-type: none"> 1. The Contract shall be governed by and interpreted in accordance with the laws of <i>Saint Vincent and the Grenadines</i>. 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: <ol style="list-style-type: none"> a. as a matter of law or official regulations, the Borrower'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 Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
6. Settlement of Disputes	<ol style="list-style-type: none"> 1. <i>[CC 6(a) shall be retained in the case of a Contract with a foreign Supplier and CC 6 (b) shall be retained in the case of a Contract with a national of the Purchaser's Country.]</i>

	<p>a. Contract with foreign Supplier:</p> <p><i>[unless the Purchaser chooses the commercial arbitration rules of another international arbitral institution, the following sample clause should be inserted:]</i></p> <p>All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.</p> <p>b. Contracts with Supplier national of the Purchaser's Country:</p> <p>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.</p>
<p>7. Shipping and other documents to be provided</p>	<p>1. The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.</p> <p>Details of Shipping and other Documents to be furnished by the Supplier are under a CIP related Schedule are: <i>a negotiable bill of lading, a non-negotiable sea way bill or an airway bill, a railway consignment note and/or a road consignment note (if applicable), insurance certificate, Manufacturer's or Supplier's warranty certificate, Supplier's factory shipping details or any other documents that may be required for customs clearance.</i></p> <p>The above documents shall be received by the Purchaser:</p> <p>i. before arrival of the Goods, if the mode of payment is through letter of credit if so specified in CC 9. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise;</p> <p>ii. on shipment.</p>
<p>8. Contract Price</p>	<p>1. The Contract Price is specified in Price Schedule 4.</p> <p>2. Subject to CC 31 and 32, the prices charged by the Supplier for the Goods supplied and the Related Services performed</p>

	under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Purchaser.
9. Terms of payment	<p>1. The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>The Purchaser <i>shall not</i> process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing.</p> <p><i>[SAMPLE PROVISION (TERMS OF PAYMENT ARE SUBJECT TO NEGOTIATION; MODIFY AS APPROPRIATE)]</i></p> <p>Payment for Goods supplied from abroad:</p> <p><i>[Choose the applicable option and delete the other]</i></p> <p><i>[Option 1- for payments using the Direct Payment Disbursement method]:</i></p> <p>Payment of foreign currency portion shall be made in (____) <i>[currency of the Contract Price]</i> in the following manner:</p> <p>i. Advance Payment:</p> <ul style="list-style-type: none"> • Ten (10) percent of the Contract Price shall be paid, within ten (10) days of signing of the Contract and upon submission of a claim/invoice for the amount; • Thirty (30) percent of the Contract Price shall be paid within twenty (20) days of signing of the Contract and upon submission of claim and a bank demand guarantee for equivalent amount valid until the Goods are delivered and in the form of Advance Payment Security provided in the RFQ or another form acceptable to the Purchaser. <p>ii. On Shipment: Fifty (50) percent of the Contract Price of the Goods shipped shall be paid, within 15 days after submission of documents specified in CC 7.</p> <p>iii. On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p>

	<p>Payment of local currency portion shall be made in [currency] within fifteen (15) 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.]</p> <p><i>[Option 2- for payments using letter of credit]</i></p> <p>Payment of foreign currency portion shall be made in (_____) [currency of the Contract Price] in the following manner:</p> <p>i. Advance Payment: Ten (10) percent of the Contract Price shall be paid within fifteen (15) days of signing of the Contract, and upon submission of claim.</p> <p>ii. On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in CC 7.</p> <p>iii. On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in [currency] within fifteen (15) 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.</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country shall be made in Eastern Caribbean Dollars (ECD) as follows:</p> <p>i. Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (15) days of signing of the Contract upon submission of a claim for the amount.</p> <p>ii. On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and within 15 days after submission of the documents specified in CC 7.</p> <p>iii. On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within fifteen (15) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
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<p>10. Taxes and Duties</p>	<ol style="list-style-type: none"> 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. 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. 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.
<p>11. Performance Security</p>	<ol style="list-style-type: none"> 1. The Supplier shall, within 10 business days of the notification of contract award for either or both lots, provide a performance security for the performance of the Contract 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. The amount of the Performance Security shall be: <i>10 % of Contract Price for the lot identified above</i>; denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser. The Performance Security shall be in the form of the attached Demand Guarantee or Bond. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than fourteen (14) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise.
<p>12. Subcontractors</p>	<ol style="list-style-type: none"> 1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
<p>13. Specifications and Standards</p>	<ol style="list-style-type: none"> 1. The Goods and Related Services if applicable supplied under this Contract shall conform to the technical

	<p>specifications and standards mentioned in the Technical Specifications 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.</p>
<p>14. Packing, marking and documentation</p>	<ol style="list-style-type: none"> 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. 2. The packing, marking and documentation within and outside the packages shall be: <i>as per international standard required for goods of such nature as is being shipped</i>
<p>15. Insurance cover</p>	<ol style="list-style-type: none"> 1. The insurance coverage shall be as specified in the Incoterms.
<p>16. Transportation</p>	<ol style="list-style-type: none"> 1. Responsibility for transportation of the Goods shall be as specified in the Incoterms.
<p>17. Inspections and Tests</p>	<ol style="list-style-type: none"> 1. The Supplier shall at its own expense and at no cost to the Purchaser carry out the tests and/or inspections of the Goods and Related Services as are specified in the Technical Specifications. 2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in any other location, as specified in the Technical Specifications. Subject to CC 17.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. 3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC 17.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such

	<p>attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>4. 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.</p> <p>5. In accordance with CC 31, 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 specifications codes and standards under the Contract.</p> <p>*The Supplier shall verify all dimensions of existing openings to ensure that all the doors will fit and that there is no room for errors or disputes regarding the same.</p> <p>6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>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 CC 17.5.</p> <p>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 CC 17.7, shall release the Supplier from any warranties or other obligations under the Contract</p>
18. Delivery Date and Completion Date	<p>1. The Delivery Date of the Goods shall be: As per the Delivery Schedules forming this contract</p> <p>2. The Completion Date of Related Services shall be: As per the attached Delivery Schedules</p>
19. Liquidated damages and bonuses	<p>1. The liquidated damage shall be 0% of the price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance.</p> <p>The maximum amount of liquidated damages shall be 0% Purchaser may terminate the Contract pursuant to CC 26.</p>

<p>20. Warranty</p>	<ol style="list-style-type: none"> 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. 2. 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. 3. The warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for 14 months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier. 4. The period for repair or replacement after being notified of the defect by the Purchaser shall be 30 days. 5. If having been notified, the Supplier fails to remedy the defect within the period specified in CC 20.4, 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. 6. For purposes of the warranty, the place(s) of final destination(s) shall be: <i>as per the Delivery Schedule</i>
<p>21. Copyright</p>	<ol style="list-style-type: none"> 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.
<p>22. Fraud and Corruption</p>	<ol style="list-style-type: none"> 1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment A to the Conditions of Contract. 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 request for quotations or execution of the Contract. The

	<p>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.</p>
<p>23. Inspections and Audit by the Bank</p>	<p>1. Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Supplier's and its subcontractors attention is drawn to CC 22.1 (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).</p>
<p>24. Limitation of Liability</p>	<p>1. Except in cases of criminal negligence or willful misconduct,</p> <p>(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</p> <p>(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.</p>
<p>25. Force Majeure</p>	<p>1. The Supplier shall not be liable for forfeiture of its Performance Security (if required), 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.</p>

	<p>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, and freight embargoes.</p> <p>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.</p> <p>4. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
26. Termination	<p>1. Termination for Default</p> <p>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:</p> <ul style="list-style-type: none"> 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, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract. <p>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 if applicable 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 if applicable.</p>

	<p>However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>2. Termination for Convenience</p> <p>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.</p> <p>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:</p> <p>i. to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>ii. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier.</p>
27. Forced Labor	<p>1. The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in CC 27.2 and CC 27.3.</p> <p>2. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.</p> <p>3. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>
28. Child Labor	<p>1. The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p>

	<p>2. The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> a. with exposure to physical, psychological or sexual abuse; b. underground, underwater, working at heights or in confined spaces; c. with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; d. in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or e. under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
29. Health and safety obligations	<p>1. The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.</p>
30. Patent Indemnity	<p>1. The Supplier shall, subject to the Purchaser's compliance with CC 30.2, 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:</p> <ul style="list-style-type: none"> a. the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

	<p>b. the sale in any country of the products produced by the Goods.</p> <p>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.</p> <p>2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC 30.1, 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.</p> <p>3. 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.</p> <p>4. 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.</p> <p>5. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors 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.</p>
<p>31. Change Orders and Contract Amendments</p>	<p>1. The Purchaser may at any time order the Supplier through notice in accordance CC 4.1, to make changes within the general scope of the Contract in any one or more of the following:</p>

	<p>a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p> <p>b. the method of shipment or packing;</p> <p>c. changes in quantities of Goods to be supplied within the range specified herewith.: <i>“The maximum percentage by which quantities may be increased is as follows:</i></p> <p style="padding-left: 40px;"><i>Lot-1: 100%</i></p> <p style="padding-left: 40px;"><i>Lot-2: 100%;</i></p> <p style="padding-left: 40px;">The maximum percentage by which quantities may be decreased is as follows:</p> <p style="padding-left: 40px;"><i>Lot-1: 25%</i></p> <p style="padding-left: 40px;"><i>Lot-2: 50%</i></p> <p>d. the place of delivery;</p> <p>e. any test and/or inspection not required by the Contract but deemed necessary, pursuant to CC 17.5; and</p> <p>f. the Related Services to be provided by the Supplier.</p> <p>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.</p> <p>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.</p> <p>4. 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.</p>
32. Change in Laws and Regulations	<p>1. Unless otherwise specified in the Contract, if after the date of submission of Quotation, 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</p>

	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.
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Attachment A to the Conditions of Contract

Fraud and Corruption

1. Purpose

1. The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

1. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
2. To this end, the Bank:
 - a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain 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 to influence 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;
 - v. "obstructive practice" is:
 - a. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

b. acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (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, consultant, 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;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

Date:

Invitation of Bids/Proposals No. _____

To: _____

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 Guidelines 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, 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 inspect 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:

[DELETE IF NOT REQUIRED]

Performance Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

Contract No.: *[insert Purchaser's reference for the specific Contract]*

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 a Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply 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, a performance guarantee is required.

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]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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 that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above 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.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

[DELETE IF NOT REQUIRED]

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

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 that the Applicant has used the advance payment for purposes other than toward delivery of Goods.

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 in proportion to the value of the Goods shipped (for Goods supplied from abroad) and/or the value of the Goods delivered at the named place of destination (for Goods supplied from within the Purchaser's country), as evidenced by copy(ies) of [].

This Guarantee shall expire upon our receipt of copy(ies) of the above referenced documents, evidencing that at least ninety (90) percent of the Contract Price of the Goods has been delivered or on the *[insert day]* day of *[insert month]*, *[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.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

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

In reference to the RFQ *[insert reference number and date]*, your Quotation *[insert reference number and date]* has been accepted.

Please find enclosed herewith the Contract. You are requested to sign the contract within *[insert no of days]*.

[Insert the following only if Performance Security is required:] “You are also requested to furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Forms attached to the Contract.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract