Organisation of Eastern Caribbean States

The OECS Commission

Morne Fortune, PO Box 179, Castries, Saint Lucia T +1 758 455 6327 • www.oecs.int

Project Title: Caribbean Digital Transformation Project

Source of Funding: Grant No.: D6520

Contract Title: Procurement of Hardware and Software for the Mobile Training Lab

Reference: LC-OECS COMMISSION-483419-GO-RFQ

Date: July 28, 2025

To: Potential Bidder

Dear Sir/ Madam,

REQUEST FOR QUOTATION Procurement of Hardware and Software for the Mobile Training Lab Reference # LC-OECS COMMISSION-483419-GO-RFQ

SECTION 1: LETTER OF INVITATION

The Organisation of Eastern Caribbean States (OECS) has received a grant from the International Bank for Reconstruction and Development and the International Development Association ("World Bank") and intends to apply the proceeds of this grant to eligible payments under the contracts for which this Request for Quotation (RFQ) is issued. In this regard:

1. You are invited to submit your price quotation(s) for the supply of the following items: (*Technical Specifications are attached in Section 2*):

Item No.	Description	Quantity		
Lot 1				
1.	Student Training Laptop computers	40		
2.	Presenter Laptops	5		
3.	Multifunction Printer	1		
4.	Network Attached Storage (NAS) Device	1		

Item No.	Description	Quantity			
	Lot 1				
5.	Portable External Hard Drives	5			
6.	Wireless Router	1			
7.	Unmanaged Network Switch	1			
	Lot 2				
1.	Projectors	2			
2.	Projection Screen	2			
3.	Wireless Presentation Clicker	2			
4.	Portable PA System	1			
	Lot 3				
1.	Uninterruptible Power Supplies (UPS)	10			
2.	Power Strips	15			
3.	Extension Cords	15			
4.	Ethernet Cables	50			
5.	HDMI Cables	15			
6.	USB Cables	20			
7.	Protective Cases	15			
	Lot 4				
1.	Data Backup Software Licenses	45			
L		1			

2. Under this invitation, it is a stipulatory requirement that <u>all items in a specific lot must be quoted</u>. If an item is indicated in the quotation but a price is not quoted it will be assumed that the price is inbuilt in other items. An item not listed in the quotation shall be assumed to not be included, and will make the quote non-responsive.

You can submit quotes for **one or more lots**, and have the option of proposing a discount(s) for award of more lots.

You must also include the cost of shipping and handling of all items. Quotations will be evaluated and the contract will be awarded to the firm that best meets the required standards of technical and financial capabilities.

- **3.** Your quote must consist of:
 - ✓ Price Schedule and Delivery Form [ref. Section 3(1)] –filled in and signed
 - ✓ **Technical Specifications** (*ref. Section 2*) Bidder proposed specifications filled in / supporting documentation attached (*data sheet/brochure/catalogue*)
 - ✓ Form of Quotation (ref. Section 5) Filled in and signed
 - ✓ Copy of Company's Registration/Incorporation Certificate
- **4.** Your quotation(s) in the required attached format should be submitted electronically to:

Jenna Flavien, Procurement Officer At the following email address: <u>procurementbids@oecs.int</u>

The email submissions should include the name and address of the Bidder and shall be clearly marked in the subject line as "Procurement of Hardware and Software for the Mobile Training Lab, Reference # LC-OECS COMMISSION-483419-GO-RFQ".

- 5. Your quotation(s) must be submitted in English and should be accompanied by adequate technical documentation and catalogue(s) where possible or other printed material or pertinent information (also in English) for all items indicated within. We encourage you to use the applicable forms outlined at No. 3 above in completing your quotation, as they will allow you to specify all the required information: e.g., your price (including shipping and handling costs etc.), delivery timeline, technical specifications for the item, validity period for the price quotation (minimum of 60 days from the deadline to submit quotations) etc. If you use your own company format for submitting your quotation, you must ensure that it contains all the required information as specified in the template attached.
- 6. The <u>deadline</u> for receipt of your quotation(s) at the address indicated at No. 4 above is **on or** before 4:00 p.m., Atlantic Standard Time (AST), on August 11, 2025.
- 7. Your quotation (s) should be further submitted as per the following instructions.

(i) **PRICE**:

- a) The price should be quoted in United States Dollars (USD).
- b) The price of the Goods to be imported shall be quoted CIF (place of destination). The Supplier shall include on the Price Schedule Form [Section 3(1)] the unit price and total bid price of the goods it proposes to supply under the contract including the breakdown of all other applicable costs (such as brokerage services, VAT, custom duties and taxes, inland transportation, insurance, loading and unloading domestically supplied goods) for delivering the goods to the final destination:

CARICOM Implementation Agency for Crime and Security (IMPACS) 19 Keate Street, Port of Spain Trinidad & Tobago Telephone: 1(868) 235-5511

(ii) EVALUATION OF QUOTATIONS:

Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of the total price to the final destination in 7(i)(b) above.

In evaluating the quotations, the Purchaser will determine for each bid 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;
- c) if a Supplier refuses to accept the correction, his quotation will be rejected.
- (iii) AWARD OF CONTRACT/PURCHASE ORDER: The award will be made for all of the items to the bidder offering the lowest evaluated total price for all the items that substantially meets 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.

At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity or value of Goods originally specified (by up to 15%), and without any change in the unit prices or other terms and conditions of the bid.

- (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 6 above.
- **8.** Further information can be obtained from the indicated address at No. 4. above. Clarifications may be requested not later than five (5) days before the bid submission deadline.
- **9.** Inspections and Audits
 - 9.1 The Supplier shall carry out all instructions of the Purchaser, which comply with the applicable laws where the destination is located (Saint Lucia).
 - 9.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the World Bank and/or persons appointed by the World 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 World Bank if requested by the World 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 World 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 World Bank's prevailing sanctions procedures).

Yours sincerely,	
•••••	
Imran Williams	
Project Manager - Caribbo	ean Digital Transformation Project
OECS Commission	-

SECTION 2: TECHNICAL SPECIFICATIONS (required and offered)

<u>Lot 1</u>

Item Description	Qty	Technical Specifications Below are our required specifications, which have been listed for your guidance. The Technical Specifications offered should meet the minimum requirements.	Technical Specifications- Supplier Please list in this column detailed specifications of the items for which you are quoting in order for us to make sound comparisons between your specifications and ours (specify warranties where relevant).
Laptop Computers	40	Screen Size: 15.6" Full HD display Weight: Lightweight Operating System: Windows 10 Pro 64-bit, English (upgradable to Windows 11 Pro) Processor: minimum Intel Core i7 processor Memory (RAM): 16 GB or higher • Hard Drive: minimum 512GB SATA SSD Integrated keyboard: Backlit internal, US English Qwerty Webcam and Microphone: Built-in camera & microphone Wireless + Bluetooth: Yes Ethernet/Wired Port: Yes Graphics Processing Unit: Dedicated graphics card (NVIDIA GeForce or equivalent)	

	Warranty: 5 years of support and a service/ProSupport Plus Office Suite: Office 365 Business s Pre-installed cybersecurity tools (Kaequivalent)	s subscription for 5 years
Drosontar Lantons	Laptop bag 5 Screen Size: 15.6" Full HD display	
Presenter Laptops	Screen Size: 15.6" Full HD displayWeight: Lightweight	ıy
	Operating System: Windows 10 P (upgradable to Windows 11 Pro)	Pro 64-bit, English
	Processor : minimum Intel Core i9 Memory (RAM) : 32 GB or higher	•
	• Hard Drive: minimum 1TB SA	SATA SSD
	Integrated keyboard: Backlit inter Webcam and Microphone: Built-i	
	Wireless + Bluetooth: Yes	
	Ethernet/Wired Port: Yes	
	Graphics Processing Unit: Dedica (NVIDIA GeForce or equivalent)	
	Warranty: 5 years of support and a service/ProSupport Plus	l accidental damage
	Office Suite: Office 365 Business s	s subscription for 5 years

		Pre-installed cybersecurity tools (Kali Linux, Wireshark or	
		equivalent)	
		Laptop bag	
Multifunction	1	Print/Scan/Copy functions	
Printer		 At least 30 ppm Black / 30 ppm colour 	
		 Touch screen control panel 	
		• At least 150,000 pages per month	
		Automatic Duplex	
		 Parallel, Hi-Speed USB 2.0, 10/100BaseTX 	
		• 600x600 dpi or higher	
		• 2 Trays	
		 At least 4 GB memory 	
		Wireless Connectivity	
		 Support mobile printing 	
		 Compatible with Microsoft Windows 10 	
		• Warranty period: Five (5) years	
Network Attached	1	Unit Specifications	
Storage (NAS)		• CPU : Quad-core, 2.0 GHz or higher	
Device		• RAM: 8GB DDR4 (Expandable to 16GB+)	
		• Ethernet Ports: 2 x Gigabit Ethernet (RJ-45)	
		• Drive Bays: Minimum 4-Bay	
		• RAID Support : RAID 0, 1, 5, 6, JBOD	
		Operating System: Feature-rich, web-managed	
		NAS OS	
		Power Supply: Redundant Power Supply (RPS)	
		preferred	
		Hard Drive Specifications	
		• Drive Type : Hard Disk Drives (HDDs)	
		• Number of Drives: 4 Drives	
		• Individual Drive Capacity: 8 TB per drive	
		• Total Usable Capacity : Varies based on	

		RAID configuration Form Factor: 3.5-inch Interface: SATA III (6 Gb/s) Rotational Speed: 7200 RPM Cache (Buffer): 256 MB or higher Drive Class: NAS-rated / Enterprise-grade HDD	
Portable External Hard Drives	5	 Capacity: Minimum 4TB Speed: HDD Interface: USB (minimum 3.0) or Thunderbolt (minimum 3) Size: Portable and compact, suitable for laptops and on-the-go use Durability: Rugged Design 	
Wireless Router	1	 High Speed Dual-band support (2.4GHz and 5GHz) Handle at least 45 simultaneous connections WPA3 encryption Firewall protection 	
Unmanaged Network Switch	1	Minimum 48 portsHigh bandwidthUnconfigured	

<u>Lot 2</u>

Item Description	Qty	Technical Specifications Below are our required specifications, which have been listed for your guidance. The Technical Specifications offered should meet the minimum requirements.	Technical Specifications- Supplier Please list in this column detailed specifications of the items for which you are quoting in order for us to make sound comparisons between your specifications and ours (specify warranties where relevant).
Projectors	2	 5000 ANSI Lumens or higher 2100:1 Full HD resolution (1920 x 1080) Lamp life 20,000 hrs or higher Computer Input: one D-sub for analog/RGB component, HDTV input signals Video-Input: one composite video RCA and one S-video 1x USB-A for USB Viewer 1x USB-B for USB Display Audio input: one phone jack (Diameter 3.5mm) Built in Speaker HDMI Input: one HDMI 1.3 (HDCP compliant) Wireless capability 1x RJ45 connector for networking Power cable, VGA cable, carrying case, remote control with laser pointer, replacement lamp Warranty period: Five (5) years 	

Projection Screen	2	 Portable Tripod-mounted projection screens Minimum size of 80 inches diagonal. Easy to set up and take down Durable, wrinkle-resistant material. 	
Wireless Presentation Clicker	2	Laser pointers and intuitive controls for navigating slides.	
Portable PA System	1	 Minimum 100W power output 50Hz - 18kHz frequency range Wireless microphone Built in amplifier and speakers Battery powered 	

Item Description	Qty	Technical Specifications Below are our required specifications, which have been listed for your guidance. The Technical Specifications offered should meet the minimum requirements.	Technical Specifications- Supplier Please list in this column detailed specifications of the items for which you are quoting in order for us to make sound comparisons between your specifications and ours (specify warranties where relevant).
Uninterruptible Power Supplies (UPS)	10	 Voltage Compatibility: Must be auto-sensing (110V-240V AC input/output) or include appropriate universal adapters. Capacity: Suitable for individual laptop protection (e.g., 600VA - 800VA) or specifically rated for typical laptop power draw. Backup Duration: Minimum 30 minutes for a standard laptop. Protection: Full surge protection for AC lines. Outlets: Minimum 3-4 battery-backed outlets per unit, compatible with universal plug types (e.g., NEMA 5-15R, Schuko, UK Type G, or universal socket design). Features: Automatic Voltage Regulation (AVR), audible alarms for power events, compact and portable design. 	
Power Strips	15	 Voltage Compatibility: Must safely operate with both 110V and 220V systems, with appropriate input plug (e.g., universal or interchangeable IEC C13 plug with suitable regional cords). Protection: Heavy-duty surge protection with a joule rating of at least 1500J. Outlets: Minimum 6-8 outlets per strip. Outlets must be universal or multi-standard to accommodate 	

		1	
		 various plug types (e.g., US, EU, UK, AU). Cable Length: Minimum 6-foot (approx. 1.8 meters) power cord. Features: Illuminated On/Off switch, resettable circuit breaker/overload protection, durable casing suitable for frequent travel, wall-mountable option preferred. 	
Extension Cords	15	 Voltage Compatibility: Rated for safe use with both 110V and 220V systems. Length Variation: A mix of lengths is required: - 5 units of 10 feet (approx. 3 meters) - 5 units of 15 feet (approx. 4.5 meters) - 5 units of 25 feet (approx. 7.6 meters) Gauge: Heavy-gauge wire (e.g., 14 AWG or 12 AWG) to ensure safety and prevent overheating. Outlets: Three-prong grounded male plug to three-prong grounded female receptacle (single or triple outlet). Durability: Durable jacket (e.g., vinyl, rubber, or PVC) suitable for frequent coiling, uncoiling, and transport. High-visibility color (e.g., orange, yellow) is preferred for safety. Features: Reinforced blades, strain relief for cable protection. 	
Ethernet Cables	50	 Cat6 Ethernet Cables or equivalent 10 units of 3 feet 10 units of 5 feet 15 units of 10 feet 15 units of 15 feet 	

HDMI Cables USB Cables	20	 5 units of 5 feet 5 units of 10 feet 5 units of 15 feet 7 units of USB Type-A 	
		7 units of USB Type-B6 units of USB Type-C	
Protective Cases	15	 Pelican 1555 Air Case or equivalent Waterproof, crushproof, dustproof Super-light polymer Press and Pull Latches User-customizable foam Fold down over-molded handle Waterproof O-ring seal Automatic pressure equalization valve - balances interior pressure, keeps water out Stainless steel padlock protectors IP67 & MIL-SPEC certified 	

<u>Lot 4</u>

Item Description	Qty	Technical Specifications Below are our required specifications, which have been listed for your guidance. The Technical Specifications offered should meet the minimum requirements.	Technical Specifications- Supplier Please list in this column detailed specifications of the items for which you are quoting in order for us to make sound comparisons between your specifications and ours (specify warranties where relevant).
Data Backup Software Licenses	45	 Support automated backups, incremental backups Restore data to different hardware configurations Acronis Cyber Protect, Veeam Backup & Replication, or equivalent 	

SECTION 3 – TERMS AND CONDITIONS OF SUPPLY

Project Title: Caribbean Digital Transformation Project

Contract Title: Procurement of Hardware and Software for the Mobile Training Lab

Purchaser: **OECS Commission**

Contract Ref: LC-OECS COMMISSION-483419-GO-RFQ

1. Prices and Schedules for Supply:

No.	Item	Quantity	Unit price	Total price	Custom duties,	Total	Delivery Time
			Please choose one of the	Please choose one of	import and other taxes	including custom duties, import and	needed from contract
			following options:	the following options:	applicable for goods	other taxes	signing till delivery
					imported in Country with regard to the	applicable for goods imported in	to the place of destination
			1. CIF	1. CIF	Total price (c)	Saint Lucia	
			2. EXW plus the price of	2. EXW plus the price	(USD)		(4-6 weeks required)
			delivery to the place of destination	of delivery to the place of	(0.22)		required)
			(USD)	destination		(UCD)	(days)
			(USD)	(USD)		(USD)	
		(a)	(b)	(c) = (a) x (b)	(d)	(e)=(c)+(d)	<i>(f)</i>
				LOT 1			
1.	Student Training Laptop						(Supplier to
	Computers	40					indicate delivery time)
	Manufacturer (fill in)						
	Model						
	Country of Origin						
2.	Presenter Laptops	5					(Supplier to indicate delivery

					time)
	Manufacturer (fill in)				
	Model				
	Country of Origin				
3.	Multifunction Printer	1			(Supplier to indicate delivery time)
	Manufacturer (fill in)				
	Model				
	Country of Origin				
4.	Network Attached Storage (NAS) Device	1			(Supplier to indicate delivery time)
	Manufacturer (fill in)				
	Model				
	Country of Origin				
5.	Portable External Hard Drives	5			(Supplier to indicate delivery time)
	Manufacturer (fill in)				
	Model				
	Country of Origin				
6.	Wireless Router	1			(Supplier to indicate delivery time)
	Manufacturer (fill in)				
	Model				

	Country of Origin				
7.	Unmanaged Network Switch	1			(Supplier to indicate delivery time)
	Manufacturer (fill in)				
	Model				
	Country of Origin				
			LOT 2		
1.	Projectors	2			(Supplier to indicate delivery time)
	Manufacturer (fill in)				
	Model				
	Country of Origin				
2.	Projection Screen	2			(Supplier to indicate delivery time)
	Manufacturer (fill in)				
	Model				
	Country of Origin				
3.	Wireless Presentation Clicker	2			(Supplier to indicate delivery time)
	Manufacturer (fill in)				
	Model				
	Country of Origin		 		
4.	Portable PA System	1			(Supplier to indicate delivery

					time)
	Manufacturer (fill in)				
	Model				
	Country of Origin				
			LOT 3		
1.	Uninterruptible Power Supplies (UPS)	10			(Supplier to indicate delivery time)
	Manufacturer (fill in)				
	Model				
	Country of Origin				
2.	Power Strips	15			(Supplier to indicate delivery time)
	Manufacturer (fill in)				
	Model				
	Country of Origin				
3.	Extension Cords	15			(Supplier to indicate delivery time)
	Manufacturer (fill in)				
	Model				
	Country of Origin				
4.	Ethernet Cables	50			(Supplier to indicate delivery time)
	Manufacturer (fill in)				

				1	1	
	Model					
	Country of Origin					
5.	HDMI Cables	15				(Supplier to indicate delivery time)
	Manufacturer (fill in)					,
	Model					
	Country of Origin					
6.	USB Cables	20				(Supplier to indicate delivery time)
	Manufacturer (fill in)					
	Model					
	Country of Origin					
7.	Protective Cases	15				(Supplier to indicate delivery time)
	Manufacturer (fill in)					
	Model					
	Country of Origin					
			LOT 4			
1.	Data Backup Software Licenses	45				(Supplier to indicate delivery time)
	Manufacturer (fill in)					
	Model					
	Country of Origin					

VAT (12. HCSL (2.	
`	.5%)
TOTAL	4.5%)
TOTAL:	

Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail.

- 2. <u>Fixed Price</u>: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
- 3. <u>Delivery Schedule:</u> The delivery should be completed within **4-6 weeks** as per schedule below.

Delivery will be done as follows:

Delivery Period	Delivery Address
4-6 weeks after signing of contract	CARICOM Implementation Agency for Crime and Security (IMPACS) 19 Keate Street, Port of Spain Trinidad & Tobago Telephone: 1(868) 235-5511

4. <u>Insurance</u>: The supplier is responsible for all kinds of insurance until the goods are delivered and installed (if applicable) to the address of the Purchaser. For the readily available goods in the country of Purchase, the Purchaser will not assume any responsibility until the goods are delivered and installed at the final place of destination. In case of goods supplied from abroad specifically for this Contract; the Goods supplied shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the total value of the Goods from «Warehouse» to «Warehouse» on «All risks» basis, including «War Risks». The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.

5. Delivery and Documents:

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email or fax the full details of shipment, including description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. (if applicable). The Supplier shall mail the following documents to the Purchaser (if applicable), with a copy to the Insurance Company:

(i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;

- (ii) duplicate air/truck transport document and/ or duplicate of railway transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid»;
- (iii) copies of the packing list identifying contents of each package;
- (iv) manufacturer's or supplier's warranty certificate;
- (v) certificate of origin;
- (vi) certificate of quality.

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

- 6. Payment for your invoice will be made as follows:
 - 90% of the contract price paid within thirty (30) days after the date of receipt of the goods; and
 - 10% of the contract price paid after the issuance of the acceptance certificate for the respective delivery issued by the Purchaser.

7. 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).

- 8. <u>Warranty:</u> Goods offered should be covered by manufacturer's warranty for at least 5 years from the date of delivery to the Purchaser. Please specify warranty period and terms in detail.
- 9. <u>Packaging and Marking Instructions:</u> The Supplier shall provide standard packing of the Goods as required to prevent damage or deterioration during transit to their final destination, as indicated in the Contract.
- 10. <u>Inspections:</u> The Purchaser or its representative shall have the right to inspect the Goods to confirm their conformity to the Contract.

The inspections shall be conducted at the Goods' final destination.

Should any inspected Goods fail to conform to the Specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, and where necessary, reject the Goods after the Goods' arrival in the final destinations, shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by Officials prior to the Goods' shipment from the country of origin.

11. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days 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:

CARICOM Implementation Agency for Crime and Security (IMPACS) 19 Keate Street, Port of Spain Trinidad & Tobago

- 12. <u>Failure to Perform</u>: The Purchaser may choose to terminate this Agreement in the event that the Supplier fails to deliver the Goods, in accordance with the terms and conditions specified herein without incurring any liability to the Supplier. The Purchaser may give the Supplier a further period of 21 days to deliver the goods by notice in writing if he fails to deliver the goods by the date specified in this Agreement. If the Supplier fails to deliver the goods upon expiration of the further period, the Purchaser may terminate this Agreement without further notice to the Supplier.
- 13. <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.
 - (a) For purposes of this clause, "Force Majeure" means an event which is beyond the reasonable control of (and not reasonably foreseeable and planned for by) the Supplier's obligation to effect performance after exercise of reasonable diligence (which for the avoidance of doubt includes the maintenance of appropriate disaster recovery and business continuity measures) and shall include but not be limited to acts of God or public enemy, war, hostilities, riot, terrorism, fire, storms, floods, or other natural event, sabotage, explosion, strike, lock-out or other industrial disputes (except strikes, lock-outs or industrial disputes solely in relation to the Supplier's employees, agents or subcontractors), quarantine restrictions, and freight embargoes.
 - (b) If a Force-Majeure situation arises and the Supplier is prevented or delayed from performing any of its obligations under this Agreement then:

- (i) the Supplier's obligations under this Agreement shall be suspended for so long as the Force Majeure continues and to the extent the Supplier is so prevented, hindered or delayed;
- (ii) as soon as is reasonably possible and in any event within one (1) day after commencement of the Force Majeure, the Supplier shall notify the Purchaser of the Force Majeure and the effects and likely duration of the Force Majeure on the Supplier's ability to perform its obligations under this Agreement;
- (iii) the Supplier shall use all reasonable efforts to mitigate the effects of the Force Majeure upon the performance of its obligations under this Agreement;
- (iv) as soon as is reasonably possible and in any event within one (1) day after the cessation of the Force Majeure, the Supplier shall notify the Purchaser in writing of the cessation of the Force Majeure and shall resume performance of the Supplier's obligations under this Agreement; and
- (v) If any of the Force Majeure events preventing the Supplier from providing any or all of the Services in accordance with this Agreement prevails for a continuous period in excess of five (5) consecutive days, the Purchaser shall be entitled to terminate this Agreement by giving notice in writing to the Supplier.
- 14. <u>Applicable Law:</u> The Contract shall be interpreted in accordance with the laws of Saint Lucia.
- 15. Dispute Resolution: Any disputes arising in connection with this Agreement shall be settled by the mutual agreement of the parties, provided that failing such agreement, the dispute shall be finally settled by arbitration in accordance with rules as agreed by the parties to the dispute.

Notwithstanding any other provision of this Agreement, it is understood that the Purchaser and its assets, property, income and its operations and transactions are immune from all forms of legal process. It is further understood that the Purchaser, its property and its assets are immune from all forms of judicial process and that neither this Agreement nor the submission of a dispute to arbitration shall constitute a waiver of that immunity

NAME OF SUPPLIER:	_
Authorized Signature:	_
Place:	
Date:	

NAME OF CUIDDLIED

SECTION 4. CONTRACT AGREEMENT

TH	HIS AGREEMENT made the
	Eastern Caribbean States hereinafter called "the Purchaser") of the one part and (hereinafter called "the Supplier") of the other part:
W] sup	HEREAS the Purchaser has invited quotation for(description of goods) to be oplied by Supplier, viz. Contract, (hereinafter called "Contract") and has accepted the Bid the Supplier for the supply of goods under Contract at the sum of) hereinafter called "the Contract Price".
NC	OW 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) Request for Quotation; Term and Conditions of Supply, Technical Specification;
	b) Addendum (if applicable);
	c) Suppliers Quotation
2.	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.
3.	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.

- a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier

5. Fraud and Corruption

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 World 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 World Bank and/or persons appointed by the World 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 World Bank if requested by the World 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 World 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 World Bank's prevailing sanctions procedures).

Signature and seal of the Purchaser:	Signature and seal of the Suppler			
FOR AND ON BEHALF OF OECS	FOR AND ON BEHALF OF			
Didacus Jules (PhD)	Name of Authorized Representative			
Director General				

SECTION 5: FORM OF QUOTATION

[The Bi	dder shall fill in this Form in accordance with the in its format shall be permitted and no substituti	
		(Date)
To:	Jenna Flavien Procurement Officer OECS Commission Morne Fortune Castries SAINT LUCIA	
accordan	to execute the <u>Procurement of Hardware and Soft</u> ace with the Conditions of Contract accompanying the(amount in words and nur.). We propose to complete the delivery of Goods decalendar days from the Date of Sig	his Quotation for the Contract Price of mbers) () (name of escribed in the Contract within a period
_	otation and your written acceptance will constitute nd that you are not bound to accept the lowest or any	<u> </u>
	by confirm that this Quotation complies with the Va documents.	lidity of the Quotation required by the
Authoriz	ed Signature:	_
Name an	d Title of Signatory:	_
Name of	Supplier:	_
Address:		_
Phone N	umber	_
e-mail a	ldress:	