

Project Title: **OECS Regional Health Project**

Source of Funding: **Grant No.: D513**

Contract Title: **Procurement of Containers**

Reference: **LC-OECS COMMISSION-357719-GO-RFQ**

**Date: July 31<sup>st</sup>, 2023**

To: Potential Bidder

Dear Sir/ Madam:

**SECTION 1: LETTER OF INVITATION**

**SUBJECT: REQUEST FOR QUOTATION: PROCUREMENT OF CONTAINERS**

**REFERENCE # LC-OECS COMMISSION- 357719-GO-RFQ**

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 credit to eligible payments under the contracts for which this invitation to quote is issued. In this regard:

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

Description	Quantity
Containers	2

2. You must quote for the supply of the container under this Invitation. Price quotations will be evaluated for the item and a contract awarded to the firm offering the lowest evaluated total cost of the item. You must also include the cost of shipping and handling for the item.



3. Your quotation (s) in the required attached format (**format attached in Section 3**) should be submitted electronically to:

Tameeka Jn Baptiste, Junior Procurement Officer

At the following email address: [procurementbids@oecs.int](mailto:procurementbids@oecs.int)

The email submissions should include the name and address of the Bidder and shall be clearly marked in the subject line as **“BID for the Procurement of Containers, Reference # LC-OECS COMMISSION-357719-GO-RFQ”**.

4. 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 **Prices and Schedule for Supply Table, Item 1 in Section 3** for completing your quotation, as it will allow you to specify all the required information: *e.g., your technical specifications for all items, validity period for the price quotation (minimum of 60 days from the deadline to submit quotations), shipping and handling costs, 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.**
5. The **deadline** for receipt of your quotation(s) at the address indicated is **on or before 4:00 p.m. Atlantic Standard Time (AST), on August 15, 2023.**
6. Your quotation(s) should be further submitted as per the following instructions.
- (i) **PRICES**: The prices should be quoted in Eastern Caribbean Dollars (XCD) for the total cost at final destination (the total cost must include the breakdown of all taxes, VAT, custom duties and taxes, inland transportation, insurance, loading and unloading domestically supplied goods plus the price of delivery to the place of destination) as per the Prices and Schedule for Supply Table, Item 1, Section 3 for delivery to the final destination:

<p><b>National Emergency Management Organization</b> <b>Bisee, Castries</b> <b>Saint Lucia</b> <b>Telephone: 758 452-3802</b></p>
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(ii) EVALUATION OF QUOTATIONS:

Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of the total price at final destination as per paragraph 2 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 to the bidder offering the lowest evaluated price for each item and 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.

(iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of sixty (60) days from the deadline for receipt of quotation(s) indicated in Paragraph 5 above.

7. Further information can be obtained from Ms. Tameeka Jn Baptiste *Telephone: (758) 455-6328* or *Email: [procurement@oecs.int](mailto:procurement@oecs.int)*

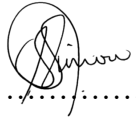
8. Inspections and Audits

- 8.1 The Supplier shall carry out all instructions of the Purchaser, which comply with the applicable laws where the destination is located (Saint Lucia).
- 8.2 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).

9. **Please confirm the receipt of this invitation and whether or not you will submit a price quotation.**

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Sisera Simon', written over a horizontal dotted line.

**Sisera Simon (Mrs.)**  
**Acting Head of the Human and Social Division**

**SECTION 2: TECHNICAL SPECIFICATIONS (required and offered)**

Item Description	Qty	<b>Technical Specifications</b>  <i>Below are our required specifications, which have been listed for your guidance. The Technical Specifications offered should meet the minimum requirements.</i>	<b>Technical Specifications- Supplier</b>  <i>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 warrantees where relevant).</i>
40 ft containers	2	<ul style="list-style-type: none"> <li>• Size – 40 ft high cube container</li> <li>• Dry cargo container</li> <li>• Wind and Watertight (WWT) Container</li> <li>• Container should not be over modified and should be free from high levels of rust and corrosion, dents, breaking or collapsing.</li> <li>• Container should be free from holes and other defects that would allow wind and water to enter the unit.</li> <li>• Locking facility should be in working order to ensure that the contents can be secured via lock.</li> <li>• After sales support required</li> <li>• One (1) year warranty – This will cover the OECS in the event that there is any leak or wind exposure based on the deterioration of the container.</li> </ul>	

### SECTION 3 – TERMS AND CONDITIONS OF SUPPLY

Project Title: **OECS Regional Health Project**

Purchaser: **OECS Commission**

Contract Ref: **Procurement of Containers**

1. Prices and Schedules for Supply:

Item No.	Description of Goods	Qty	Unit Price <i>Please choose one of the following options:</i> 1. CIF  2. EXW plus the price of delivery to the place of destination  <i>(insert currency)</i>	Total Price <i>Please choose one of the following options:</i> 1. CIF  2. EXW plus the price of delivery to the place of destination  <i>(insert currency)</i>	Custom duties, import and other taxes*  applicable for goods imported in Country  <b>with regard to the Total price (c)</b>  <i>(insert currency)</i>	Total  including custom duties, import and other taxes applicable for goods imported in Country  <i>(insert currency)</i>	Delivery Time  from contract signing till delivery to the place/s of destination  <b>(8-10 weeks required)</b>  <i>(Note delivery to the address indicated in 6. above.</i>  <i>(days/weeks)</i>
		<i>(a)</i>	<i>(b)</i>	<i>(c)= (a) x (b)</i>	<i>(d)</i>	<i>(e)= (c) + (d)</i>	<i>(f)</i>
1	40 ft containers	2					<i>(Supplier to indicate delivery time)</i>
	Manufacturer..... <i>(fill in)</i>  Model  Country of Origin						

Item No.	Description of Goods	Qty	Unit Price	Total Price	Custom duties, import and other taxes*	Total	Delivery Time
			<i>Please choose one of the following options:</i> 1. CIF  2. EXW plus the price of delivery to the place of destination  <i>(insert currency)</i>	<i>Please choose one of the following options:</i> 1. CIF  2. EXW plus the price of delivery to the place of destination  <i>(insert currency)</i>	applicable for goods imported in Country  <b>with regard to the Total price (c)</b>  <i>(insert currency)</i>	including custom duties, import and other taxes applicable for goods imported in Country  <i>(insert currency)</i>	from contract signing till delivery to the place/s of destination  <b>(8-10 weeks required)</b>  <i>(Note delivery to the address indicated in 6. above.)</i>  <i>(days/weeks)</i>
		<i>(a)</i>	<i>(b)</i>	<i>(c)= (a) x (b)</i>	<i>(d)</i>	<i>(e)= (c) + (d)</i>	<i>(f)</i>
					<b>TOTAL :</b>		
					<b>VAT (12.5%):</b>		
					<b>TOTAL :</b>		

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

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. The Purchaser reserves the right at the time of contract finalization to increase by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.
4. Delivery Schedule: The delivery should be completed within eight (8) weeks but not exceeding ten (10) weeks from the date of contract signature.
5. Insurance: The supplier is responsible for all kinds of insurance until the goods 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 goods are delivered and installed to 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.
6. Applicable Law: The Contract shall be interpreted in accordance with the laws of Saint Lucia.
7. Resolution of Disputes: The Purchases and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.
8. 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.

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

- 90% of the contract price upon delivery of goods; and
- 10% of the contract price paid within thirty (30) days after the date of receipt of the goods and the issuance of the acceptance certificate for the respective delivery issued by the Purchaser.

10. Warranty: Goods offered should be covered by a manufacturer's warranty. The requested warranty for the item can be found in **Section 2: Technical Specifications**. Please specify the warranty period and terms in detail.

11. Packaging and Marking Instructions: 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.

12. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30-day from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:

Address: National Emergency Management Organization (NEMO)  
Bisee  
Castries  
Saint Lucia  
Telephone: 758 452-3802

13. Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

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

If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

14. 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)**.

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

NAME OF SUPPLIER:\_\_\_\_\_

Authorized Signature:\_\_\_\_\_

Place:\_\_\_\_\_

Date:\_\_\_\_\_

## **SECTION 4. CONTRACT: AGREEMENT**

**THIS AGREEMENT** made the ..... day of ..... 2023 between the Organisation of Eastern Caribbean States hereinafter called “the Purchaser”) of the one part and ..... (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser has invited quotation for \_\_\_\_\_(description of goods) to be supplied by Supplier, viz. Contract \_\_\_\_\_, (hereinafter called “Contract”) and has accepted the Bid by the Supplier for the supply of goods under Contract at the sum of \_\_\_\_\_ (\_\_\_\_\_) hereinafter called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a) 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

## **Fraud and Corruption**

5. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing 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:**

FOR AND ON BEHALF OF OECS

\_\_\_\_\_  
**Didacus Jules (PhD)**

**Director General**

**Signature and seal of the Supplier:**

FOR AND ON BEHALF OF

\_\_\_\_\_  
Name of Authorized Representative

**Form of Quotation**

\_\_\_\_\_ (Date)

To:           **Tameeka Jn Baptiste**  
                  **Junior Procurement Officer**  
                  **OECS Commission**  
                  **Morne Fortune**  
                  **Castries**  
                  **SAINT LUCIA**

We offer to execute the \_\_\_\_\_ (Purchaser to fill name and number of Contract) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_ (amount in words and numbers) (\_\_\_\_\_) (name of currency). We propose to complete the delivery of Goods described in the Contract within a period of \_\_\_\_\_ calendar days from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_

Name of Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number \_\_\_\_\_

e-mail address: \_\_\_\_\_