# **ANNEX 1: Purchaser's Requirements**

### 1.1 List of Goods and Delivery Period

Line- Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination PIU Office 19-21 King George V Street Roseau	Place of Final Destination PIU Office 19-21 King George V Street Roseau	Applicable Incoterms CIP	Delivery Period from Date of Contract Signature
1	4K XDCAM Camcorder	3	Each	PIU Office, 2 <sup>nd</sup> Floor, 19-21 King George V Street, Roseau, Dominica	PIU Office, 2 <sup>nd</sup> Floor, 19-21 King George V Street, Roseau, Dominica	CIP	12 Weeks from date of contract signing
2	Video Tripod	3	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
3	Blackmagic Design ATEM Mini Extreme ISO	1	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
4	Omnidirectional Lavalier Mic	4	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
5	Cardioid Gooseneck Mic	3	Each	Same as Above CIP		CIP	12 Weeks from date of contract signing
6	Mirrorless Camera	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
7	100-400mm f/5-6.3 DG DN OS Contemporary Lens	1	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
8	24-70mm f/2.8 DG DN Art Lens	1	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
9	50mm f/1.8 Lens	1	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing

10	Photo Camera Rechargeable Lithium-Ion Battery	3	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
11	Duo LCD Charger	1	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
12	Vertical Grip	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
13	Photo Camera Wireless Radio Flash	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
14	DSLR Backpack	1	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
15	RGB LED Studio 3-Video Light Kit	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
16	15.6" Multi-Touch Notebook	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
17	Blackmagic Design HyperDeck Studio HD Mini	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
18	L-Series Info-Lithium Battery	4	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
19	AC Adapter and Twin Charger	3	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
20	512GB Extreme PRO UHS-I SDXC Memory Card	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
21	128GB Extreme PRO UHS-I SDXC Memory Card	4	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
22	Memory Card Case	1	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
23	XLR Cable (50', Black)	4	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing

24	XLR Cable (6', Black)	6	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
25	Mobile Workstation	1	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
26	Studio Headphones	3	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
27	High-Speed HDMI Cable (Black, 10')	5	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
28	30 High-Speed Active Optical HDMI Cable 98'	5	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
29	Mevo Start Live Streaming Camera (3-Pack)	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
30	Handheld Video Stabilizer	3	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
31	Mevo Camera Stand	4	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
32	NAS Drive	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
33	Wireless Video Camera Mic Set	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
34	Creative Pro Workstation	1	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
35	27" 16:9 HDR FreeSync 4K IPS Monitor	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
36	19" Prompter Package with Pro Software	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
37	Streaming Video Encoder	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing

38	Compact Powered 8" Portable Speaker with Bluetooth	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
39	H.265 MPEG4 H.264 HDMI to Video	3	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
40	H.265 H.264 IP Video Decoder	3	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing
41	Digital-Conference-36-Extend 12- Channel Digital Wireless Conference Microphone System	2	Each	Same as Above	Same as Above	CIP	12 Weeks from date of contract signing

# 1.3 Technical Specifications

### 1.3.1 Summary of Technical Specifications.

The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
1	4K XDCAM Camcorder	<ul> <li>Single 1" Exmor RS CMOS Sensor</li> <li>UHD 4K (3840 x 2160) up to 30p</li> <li>HD up to 120 fps</li> <li>Sony G Lens with 12x Optical Zoom</li> <li>18/24x Clear Image Zoom/48x Digital Zoom</li> <li>Discrete Manual Focus, Zoom, Iris Rings</li> <li>XAVC, AVC/H.264, AVCHD 2.0, MPEG-4</li> <li>Slow and Quick Motion Function</li> <li>Two SD Memory Card Slots, Wi-Fi</li> <li>2 x 3-Pin XLR Audio Inputs</li> </ul>
2	Video Tripod	<ul> <li>Sliding Balance Plate</li> <li>Supports up to 17 Pounds</li> <li>75mm Ball/Bowl</li> <li>Fixed Counterbalance</li> <li>Variable Fluid Tilt &amp; Fixed Pan Drag</li> <li>2 x 1/4"-20 Accessory Mounting Holes</li> <li>29 to 64.25" Height Range</li> <li>Mid-Level Spreader</li> <li>Dual-Spiked Feet &amp; Rubber Feet Included</li> <li>Padded Bag with Shoulder Strap Included</li> </ul>
3	Blackmagic Design ATEM Mini Extreme ISO	<ul> <li>8-Channel HDMI Live Streaming Switcher</li> <li>Supports up to 1080p60</li> <li>RTMP Streaming via Ethernet or USB-C</li> <li>Record Program Out and Individual Inputs</li> <li>11-Input, 2-Channel Audio Mixer</li> <li>Input Frame Rate and Format Converter</li> <li>Re-Sync on All HDMI Inputs</li> <li>HD Multiview Output with up to 16 Views</li> <li>Local and Software Switching</li> <li>4 x Upstream, 2 x Downstream Keyers</li> </ul>
4	Omnidirectional Lavalier Mic	<ul> <li>For Theater, Live &amp; Studio Use</li> <li>Omnidirectional Pickup Pattern</li> <li>Runs on 48V Phantom or AA Batteries</li> <li>Includes Windscreen, Clips &amp; Case</li> </ul>
5	Cardioid Gooseneck Mic	<ul> <li>For Presentations and Conferencing</li> <li>Cardioid Polar Pattern</li> <li>Desktop Base, Attached 10' Cable</li> <li>Programmable On/Off Switch/LED Indicator</li> </ul>

Item No	Name of Goods or Related Service	Technical Specifications and Standards
6	Mirrorless Camera	<ul> <li>24MP Full-Frame Exmor R BSI CMOS Sensor</li> <li>BIONZ X Image Processor &amp; Front-End LSI</li> <li>693-Point Hybrid AF System</li> <li>UHD 4K30p Video with HLG &amp; S-Log3 Gammas</li> <li>2.36m-Dot Tru-Finder OLED EVF</li> <li>3.0" 922k-Dot Tilting Touchscreen LCD</li> <li>5-Axis SteadyShot INSIDE Stabilization</li> <li>ISO 204800 and 10 fps Shooting</li> <li>Built-In Wi-Fi and NFC, Dual SD Slots</li> <li>USB Type-C Port, Weather-Sealed Design</li> </ul>
7	100-400mm f/5- 6.3 DG DN OS Contemporary Lens	<ul> <li>E-Mount Lens/Full-Frame Format</li> <li>Aperture Range: f/5 to f/29</li> <li>One FLD Element, Four SLD Elements</li> <li>Stepping Motor AF System</li> <li>OS Image Stabilization</li> <li>AFL Button and Zoom Limiter Switch</li> <li>Compatible with Optional Tripod Socket</li> <li>Dust- and Splash-Resistant Construction</li> <li>Rounded 9-Blade Diaphragm</li> </ul>
8	24-70mm f/2.8 DG DN Art Lens	- E-Mount Lens/Full-Frame Format - Aperture Range: f/2.8 to f/22 - Six FLD Elements, Two SLD Elements - Three Aspherical Elements - Super Multi-Layer & Nano Porous Coatings - Stepping Motor AF System - Dust and Splash Resistant Construction - Rounded 11-Blade Diaphragm - Includes LH878-03 Lens Hood - With Padded Lens Case
9	50mm f/1.8 Lens	<ul> <li>E-Mount Lens/Full-Frame Format</li> <li>Aperture Range: f/1.8 to f/22</li> <li>One Aspherical Element</li> <li>Double-Gauss Optical Design.</li> </ul>
10	Photo Camera Rechargeable Lithium-Ion Battery	- For Sony Alpha a9 II, a9, a7R IV, a7R III, a7 III, and a6600 Cameras
11	Duo LCD Charger	<ul> <li>100-240 VAC Power for Worldwide Use</li> <li>Charging Time: 2-6 Hours</li> <li>USB 2.0 Port for Charging Other Devices</li> <li>Two NP-FZ100 Plates</li> <li>Accepts Interchangeable Battery Plates</li> <li>Digital Display of Charge Percentage</li> <li>Includes Power Cord &amp; 12 VDC Car Charger</li> </ul>
12	Vertical Grip	<ul> <li>For Alpha a9, a7 III &amp; a7R III Cameras</li> <li>Holds Two NP-FZ100 Batteries</li> <li>Extended Grip for Vertical Shooting</li> </ul>

Item No	Name of Goods or Related Service	Technical Specifications and Standards
		- Second Shutter Button and Multi Selector
13	Photo Camera Wireless Radio Flash	<ul> <li>Compatible with Sony ADI / P-TTL</li> <li>Per-Frame P-TTL Flash Control</li> <li>On-Camera Flash &amp; Transceiver</li> <li>Recycle Time: 1.7 Seconds</li> <li>Flash Control Linked to Face Detection</li> <li>Up to 200 Consecutive Flashes at 10 fps</li> <li>Comprehensive Control from Sony Alpha</li> </ul>
14	DSLR Backpack	<ul> <li>For DSLR System / iPad Compartment</li> <li>Holds 4 Additional Lenses &amp; 2 Flashes</li> <li>Front Padded Zip Pocket Fits 9.7" Tablet</li> <li>Interior Padded Dividers</li> </ul>
15	RGB LED Studio 3-Video Light Kit	<ul> <li>3 x 800D-RGB Panels with Barndoors</li> <li>3 x Soft Diffusers</li> <li>3 x AC Adapters</li> <li>3 x Light Stands: 7'</li> <li>3 x Power Cables</li> <li>1 x Carry Case</li> <li>3200 to 5600K Plus RGB Control, CRI97</li> <li>0 to 100% Dimming, Beam Angle: 120°</li> <li>Uses Optional NP-F Batteries</li> <li>Free Android and iOS App</li> </ul>
16	15.6" Multi- Touch Notebook	<ul> <li>2.8 GHz Intel Core i7 4-Core 11th Gen</li> <li>12GB DDR4 RAM   512GB SSD</li> <li>15.6" 1920 x 1080 IPS Touchscreen</li> <li>Integrated Intel Iris Xe Graphics</li> <li>USB 3.1 Gen 1 Type-A &amp; Type-C Ports</li> <li>Wi-Fi 6 (802.11ax)   Bluetooth 5.1</li> <li>HDMI Port</li> <li>Gigabit Ethernet Port</li> <li>Windows 10 Home</li> </ul>
17	Blackmagic Design HyperDeck Studio HD Mini	<ul> <li>1 x 3G-SDI Input</li> <li>1 x HDMI and 1 x 3G-SDI Outputs</li> <li>Records ProRes, DNxHD, and H.264</li> <li>Records in H.264 SDI 4:2:2 10-Bit</li> <li>Front-Panel Buttons, Jog Wheel, LCD</li> <li>Timecode and Reference Input/Output</li> <li>1/3 Rack-Mountable Form Factor</li> <li>USB Type-C, 1G Ethernet, RS-422</li> </ul>
18	L-Series Info- Lithium Battery	- Lithium-Ion - 6300 mAh - 7.2 VDC
19	AC Adapter and Twin Charger	<ul> <li>Switches from AC Adapter to Charger</li> <li>LCD Displays Charge Status</li> <li>345 Min Approx. Dual Battery Charge Time</li> </ul>
20	512GB Extreme PRO UHS-I	- 512GB Storage Capacity - UHS-1/V30/U3/Class 10

Item No	Name of Goods or Related Service	Technical Specifications and Standards
	SDXC Memory	- Max Read Speed: 200 MB/s
	Card	- Max Write Speed: 140 MB/s
		- Min Write Speed: 30 MB/s
		- Records Full HD, 3D, and 4K Video
		- Built-In Write-Protect Switch
		- 128GB Storage Capacity
	128GB Extreme	- UHS-1 / V30 / U3 / Class 10
	PRO UHS-I	- Max Read Speed: 200 MB/s
21	SDXC Memory	- Max Write Speed: 90 MB/s
	Card	- Min Write Speed: 30 MB/s
		- Records Full HD, 3D, and 4K Video
		- Built-In Write-Protect Switch
		- Fits 12 SD & 12 microSD Cards
	Memory Card	- Molded-Rubber Lining
22	Case	- Polycarbonate Exterior Shell
	Cuse	- Snap Closure
		- Molded Eyelet
		- Carabiner Included
		- Ideal for Studio & Broadcast
	XLR Cable (50', Black)	- Neutrik XX Silver Connectors
		- 98% Braided Shield
23		- Twin Conductive PVC Inner Shields
		- 24-Gauge OFC Conductors
		- Cotton Yarn Wrap Reduces Noise
		- Shrink Wrapped Solder Points
		- Ideal for Studio & Broadcast
		- Neutrik XX Silver Connectors
24	XLR Cable (6', Black)	- 98% Braided Shield
24		- Twin Conductive PVC Inner Shields
		- 24-Gauge OFC Conductors
		- Cotton Yarn Wrap Reduces Noise - Shrink Wrapped Solder Points
		- Shrink Wrapped Solder Points - 2.5GHz Intel Core i9 8-Core (11th Gen)
		- 2.3GHz Intel Core 19 8-Core (11th Gen) - 64GB of 3200 MHz DDR4 RAM   1TB NVMe SSD
		- 04GB 0J 3200 MH2 DDR4 RAM   11B NV Me 33D - 17.3" FHD 1920 x 1080 IPS-Level Display
	1.1.1	- NVIDIA Quadro RTX A5000 (16GB GDDR6)
25	Mobile Workstation	- 2.5GbE Ethernet LAN Jack
2.5	workstation	- Wi-Fi 6E (802.11ax)   Bluetooth 5.2
		- Thunderbolt 4   HDMI
		- SDXC Media Card Reader
		- Windows 10 Pro
		- 40mm Neodymium Drivers
	Studio	- Closed Design
26	Headphones	- Swiveling Earcups
	11euupnones	- Single-Sided Cable
		- Coiled Cable

Item No	Technical Specifications and Standards	
		- Soft Case
	High-Speed	- Supports 3D, DCI 4K, Deep Color
27	HDMI Cable	- 24kt Gold-Plated Connectors
27	(Black, 10')	- HDMI Ethernet Channel
		- Audio Return Channel
	30 High-Speed	- Supports 4K UHD up to 60 Hz
28	Active Optical	- HDR10, Dolby Vision, 4:4:4 Color Support
20	HDMI Cable 98'	- HDCP 2.2 Support
		- Rejects EMI & RFI
	Mevo Start Live	- Stream and/or Record up to 1080p30
29	Streaming	- Three-Mic Array + External Audio Support
29	Camera (3-Pack)	- Controlled via Live Production Mevo App
		- 6-Hour Battery; NDI-Enabled Video Output
		- Enables Shake-Free Handheld Shots
		- 2.2 lb Maximum Load Capacity
20	Handheld Video	- Smooth Ball Joint Gimbal Design
30	Stabilizer	- Bubble Level for Fine Tuning Balance
		- 3-Piece Counterweight Set
		- Supports One-Handed Operation
		- Max Height: 58.3"
		- Min Height: 24.6"
	Mevo Camera Stand	- Detachable Ball Head with 1/4"-20 Stud
31		- Compatible with US & Metric Mic Clips
		- Folded Length: 22"
		- Sections: 3
		- Carrying Bag
		- 96TB Storage Capacity
		- 6 x 16TB 7200 rpm SATA III 3.5" NAS HDDs
		- 2.2 GHz AMD Ryzen V1500B Quad-Core
		- 4GB of DDR4 ECC RAM
22	NAS Drive	- 4 x Gigabit Ethernet Ports
32		- 3 x USB 3.2 Gen 1 Type-A   2 x eSATA
		- RAID 0, 1, 5, 6, 10, Hybrid, and JBOD
		- Sequential Writes up to 2300 MB/s
		- AES-NI Hardware Encryption Engine
		- M.2 2280 SSD & 10GbE Expansion Slots
		- Fast-Setup System for DIY Videographer
		- ME 2-II Omnidirectional Lav Mic
	TT. 1 1	- Lightweight Bodypack Transmitter
22	Wireless Video	- MMD 835 Dynamic Cardioid Mic Capsule
33	Camera Mic Set	- Lightweight Handheld Transmitter
		- Ultracompact Plug-In Receiver
		- SKB Waterproof Case
		- Easy-to-Use, Automatic Operation
	_	
34	Creative Pro	- 3.8 GHz AMD Ryzen 9 3900X 12-Core

Item No	Name of Goods or Related Service	Technical Specifications and Standards
		- NVIDIA GeForce RTX 3080 (10GB GDDR6X) - 1 x Gigabit Ethernet Port
		- HDMI 2.0b   DisplayPort 1.4
		- USB Type-C   USB Type-A - Wireless Keyboard and Mouse Included
		- Wireless Keyboard and Mouse Included - Windows 10 Pro (64-Bit)
		- 27" In-Plane Switching (IPS) Panel
		- DisplayPort 1.4   HDMI   USB Type-C
		- 3840 x 2160 @ 60 Hz Native Resolution
	27" 16.0 HDD	- 1000:1 Contrast Ratio
	27" 16:9 HDR FreeSync 4K IPS	- 350 cd/m² Typical Brightness
35	Monitor	- 178°/178° Viewing Angles
	Wiontion	- 5 ms Response Time (GtG)
		- 10-Bit Support for 1.07 Billion Colors
		- Supports 99% of the sRGB Gamut
		- Dual 5W Speakers   USB 3.0 Hub
		- Complete, Modular Teleprompting Solution
		- Supports Cameras from Mini DV to ENG
	19" Prompter Package with Pro Software	- Pro Software for Small Studio Setups
		- HDMI I/O; DVI, VGA, Composite Inputs
36		- Riser-Less Positioning
		- 17 ft Reading Range
		- 60/40 Beamsplitter Glass
		- Toolless Assembly
		- Folds Flat for Transport and Storage
		- Video Quality: Up to 1080p60
	Streaming Video	- Video Inputs: SDI and HDMI
37	Encoder	- 2 x USB Ports, Ethernet, and Wi-Fi
		- Compression: AVC/H.264 and HEVC/H.265
		- Cloud: Core
		- For Musicians, Presenters, Instructors
		- Bluetooth 5.0 for Audio Streaming
	Compact	- Pair of Speaker Stands with Carrying Bag
	Powered 8"	- Premium XLR Cables
38	Portable Speaker	- 54 Hz to 20 kHz Freq Response
	with Bluetooth	- 124 dB Max SPL
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- 4 x EQ Presets + Bass Boost
		- dbx AFS Feedback Destroyer
		- 1-Touch Ducking for Speech Input
		- 2 x Combo XLR-1/4" Mic/Line Inputs
	H.265 MPEG4	- 1xHDMI, support HDCP  HDMI ambedded gudio or external gudio (3.5mm igol)
39	H.264 HDMI to	- HDMI embedded audio or external audio (3.5mm jack) - HEVC /H.265, H.264 /AVC, MJPEG
39	Video	- HEVC/H.203, H.204/AVC, MJFEG - AAC, AAC+, AAC++, MP3, MP2, AC3, Opus, G.711
		- AAC, AAC+, AAC++, MP3, MP2, AC3, Opus, G./11 - Max 1920X1080P@60fps input and output, output resolution is adjustable
		- Max 1320X10001 @00Jps input and output, output resolution is adjustable

Item No	Name of Goods or Related Service	Technical Specifications and Standards
		<ul> <li>Adjustable from 32kbit/s to 32mbit/s, CBR or Strong CBR or VBR mode for selection</li> <li>Adjustable from 48000kb/s to 320000kb/s</li> <li>4 video stream output, support different streaming protocol for each video stream</li> <li>Support to switch HDMI audio or external audio as output audio at will</li> <li>HTTP, UDP, RTSP, RTMP, RTMPS, SRT, HLS(M3U8), FLV, Multicast, ONVIF, RTP, Unitcast etc.,</li> <li>Web page or APP control, support wide area network remote management</li> <li>Support logo, text, scroll text, time etc., on screen display settings</li> <li>Provide SDK and API and CGI for secondary development</li> <li>Provide many kinds of customization, such as logo, function, language etc.,</li> <li>Support live broadcast for YouTube Facebook etc., platforms simultaneously (via RTMP, RTMPS, HLS)</li> <li>6.5"x5.1"x1.1"(Size), 0.7lbs (Weight), Aluminum shell (Material)</li> </ul>
40	H.265 H.264 IP Video Decoder	<ul> <li>Support up to 4K (3840×2160@60hz/30hz) resolution output</li> <li>Support to set the cache</li> <li>Support 1ch, 4ch, 9ch decoding simultaneously</li> <li>Support boot screen customization</li> <li>H.265 Baseline Profile decoder</li> <li>H.264 Main Profile decoder</li> <li>H.264 Main Profile decoder</li> <li>H.264 High Profile decoder</li> <li>MJPEG/JPEG Baseline decoder</li> <li>MPEGI Audio Layer 2</li> <li>1XHDMI output, 1X VGA output, 1XCVBS output, 1X audio output</li> <li>MPEGI Audio Layer 2</li> <li>1000M network interface uses full-duplex mode</li> <li>Support HTTP, RTSP, RTMP, RTMPS, UTP, UDP/RTP protocol</li> <li>WEB interface, English and Chinese is optional for configuration interface</li> <li>WEB interface management authority</li> <li>Support remote management in WAN(WEB)</li> <li>Support resolution customized settings</li> <li>Support OEM/ODM, secondary development</li> </ul>
41	Digital- Conference-36- Extend 12- Channel Digital Wireless Conference Microphone System	<ul> <li>For Conferences and Meeting Rooms</li> <li>12 Wireless Gooseneck Mics</li> <li>24 Wired-into-Transmitter Gooseneck Mics</li> <li>3 x 4-Channel Wireless Receivers</li> <li>24-Bit Digital Technology</li> <li>Digital Encryption</li> <li>16' Adjustable Gooseneck Boom</li> </ul>

#### **ANNEX 2 PRICES AND SCHEDULES FOR SUPPLY**

The Bidder shall fill in the Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.

#### **Price Schedule Form:**

Item No	Description of Goods	Quantity	Unit of Measure	Country of Origin	Unit Price [Ex Works]	Unit Price [CIP (Place of Delivery)]	Total Price [CIP (Place of Delivery)]	Delivery Date
1	4K XDCAM Camcorder	3	Each					
2	Video Tripod	3	Each					
3	Blackmagic Design ATEM Mini Extreme ISO	1	Each					
4	Omnidirectional Lavalier Mic	4	Each					
5	Cardioid Gooseneck Mic	3	Each					
6	Mirrorless Camera	2	Each					
7	100-400mm f/5-6.3 DG DN OS Contemporary Lens	1	Each					
8	24-70mm f/2.8 DG DN Art Lens	1	Each					
9	50mm f/1.8 Lens	1	Each					
10	Photo Camera Rechargeable Lithium-Ion Battery	3	Each					
11	Duo LCD Charger	1	Each					
12	Vertical Grip	2	Each					

13	Photo Camera Wireless Radio Flash	2	Each			
14	DSLR Backpack	1	Each			
15	RGB LED Studio 3-Video Light Kit	2	Each			
16	15.6" Multi-Touch Notebook	2	Each			
17	Blackmagic Design HyperDeck Studio HD Mini	2	Each			
18	L-Series Info-Lithium Battery	4	Each			
19	AC Adapter and Twin Charger	3	Each			
20	512GB Extreme PRO UHS-I SDXC Memory Card	2	Each			
21	128GB Extreme PRO UHS-I SDXC Memory Card	4	Each			
22	Memory Card Case	1	Each			
23	XLR Cable (50', Black)	4	Each			
24	XLR Cable (6', Black)	6	Each			
25	Mobile Workstation	1	Each			
26	Studio Headphones	3	Each			
27	High-Speed HDMI Cable (Black, 10')	5	Each			
28	30 High-Speed Active Optical HDMI Cable 98'	5	Each			
29	Mevo Start Live Streaming Camera (3-Pack)	2	Each			

30	Handheld Video Stabilizer	3	Each			
31	Mevo Camera Stand	4	Each			
32	NAS Drive	2	Each			
33	Wireless Video Camera Mic Set	2	Each			
34	Creative Pro Workstation	1	Each			
35	27" 16:9 HDR FreeSync 4K IPS Monitor	2	Each			
36	19" Prompter Package with Pro Software	2	Each			
37	Streaming Video Encoder	2	Each			
38	Compact Powered 8" Portable Speaker with Bluetooth	2	Each			
39	H.265 MPEG4 H.264 HDMI to Video	3	Each			
40	H.265 H.264 IP Video Decoder	3	Each			
41	Digital-Conference-36- Extend 12-Channel Digital Wireless Conference Microphone System	2	Each			

Other additional costs
Subtotal
Total

# 1.3.1 Inspection and Tests

The following inspections and tests shall be performed: in accordance with CC17- Inspections and Tests.

# **ANNEX 2: Quotation Forms Supplier Quotation Form**

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

To:	Ministry of Public Works and the Digital Economy Caribbean Digital Transformation Project (CARDTP)
Purchaser's Representative:	Dr. Jermaine Jewel Jean-Pierre
Title/Position:	Project Manager
	Project Implementation Unit
Address:	Second Floor, First Domestic Building
	19-21 King George V Street
	Roseau
	00109-8000
	Commonwealth of Dominica
	<u>jeanpierrej@dominica.gov.dm</u>
	cc: dtp.procurement@gmail.com
RFQ Ref No.:	DM-MPWDE-315638-GO-RFQ
Date of Quotation:	

Dear Dr. Jermaine Jewel Jean-Pierre:

#### 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 [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** [*delete if performance security is not required*]

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

#### 7. Commissions, gratuities, fees

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

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

Name of Recipient	Address	Reason	Amount

#### 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]

\*The power of attorney shall be attached to the Quotation.

### **Price Schedules**

[The following forms may be used by the Supplier for submitting its quotation. The forms may also be used for the contract subsequent to any negotiations.]

### **Quotation for Goods: Price Schedule 1**

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 [insert place of destination] [ as applicable, FCA (named place]	CIP (or FCA as applicable) Price per line item (Col. 5x6)	[FOR CIP, IF REQUIRED] 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)
[insert number of the item]	[insert name of good]	[insert country of origin of the Good]	[insert quoted Delivery Date quoted phased Delivery periods if applicable]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
Ľ-		<del>1</del>					Quotation Price	

### **Quotation for Goods: Price Schedule 2**

For Goods to be supplied from within the Purchaser' country

ī———					-	urchaser country		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	[IF REQUIRED] 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	[if known] Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date/ quoted phased Delivery dates if applicable]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
							Quotation Price	

### **Quotation for Related Services: Price Schedule 3 (Not Applicable)**

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]
Ouotation Price							

Quotation 1 110

### **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 1	
Goods: Price Schedule 2	
Related Services: Price Schedule 3 [if applicable]	
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 s	ignature(s) of authorized r	representative(s) of the Manufacturer]
Name: [insert co	omplete name(s) of authori	zed representative(s) of the Manufacturer]
Title: [insert title	<i>e]</i>	
Dated on	day of	, [insert date of signing

#### **ANNEX 3: Contract Forms**

### **Contract Agreement**

THIS AGREEMENT made the [insert: number] day of [insert: month], [insert: year].

#### **BETWEEN**

- (1) Ministry of Public Works and the Digital Economy, Government of the Commonwealth of Dominica, and having its principal place of business at First Floor, Government Headquarters, Kennedy Avenue, Roseau, Commonwealth of Dominica (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:

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 [the Purchaser's country, unless agreed otherwise] on the day, month and year indicated above.

[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Contract Agreement such as using DocuSign is recommended.]

#### For and on behalf of the Purchaser:

Signed:		
	ROLAND ROYER (MR)	

in the capacity of **PERMANENT SECRETARY** 

in the presence of [insert identification of official witness]

#### 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**

#### 1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
  - (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.
  - (j) "Purchaser" means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.
  - (k) "Purchaser's Country" is the country specified in the CC 2.
  - (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.
  - (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.
	(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.
	(o) "The Project Site," where applicable, means the place named CC 2.
2. Purchaser, Purchaser's	2.1 The Purchaser is: <u>Ministry of Public Works and the Digital</u> <u>Economy</u>
Country, Project Site/Final	2.2 The Purchaser's Country is: <u>Commonwealth of Dominica</u>
<b>Destination</b>	2.3 The Project Site(s)/Final Destination(s) is:
	Project Implementation Unit, Caribbean Digital Transformation Project (CARDTP), Ministry of Public Works and the Digital Economy, Second Floor, First Domestic Building, 19-21 King George V Street, Roseau, 00109-8000, Commonwealth of Dominica
3. Incoterms	3.1 The edition of Incoterms that shall apply is: 2022
4. Notices and Addresses for notices	4.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.
	Address for notices to the Purchaser:
	Dr. Jermaine Jewel Jean-Pierre, Project Manager, Project Implementation Unit, Caribbean Digital Transformation Project (CARDTP), Ministry of Public Works and the Digital Economy, Second Floor, First Domestic Building, 19-21 King George V Street, Roseau, 00109-8000, Commonwealth of Dominica
	jeanpierrej@dominica.gov.dm cc:
	<u>dtpuprocurement@dominica.gov.dm</u>
	Address for notices to the Supplier:
	[insert the name of officer authorized to receive notices]
	[title/position]
	[department/work unit]

	[address]
	[Electronic mail address]
5. Governing Law	5.1 The Contract shall be governed by and interpreted in accordance with the laws of <i>Commonwealth of Dominica</i>
	5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when:
	(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	6.1 The rules of procedure for arbitration proceedings pursuant to GCC Clause 6.1 shall be as follows
	(a) Contract with foreign Supplier:
	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.
	(b) Contracts with Supplier national of the Purchaser's Country:
	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.
7. Shipping and other documents to be provided	7.1 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.
	Details of Shipping and other Documents to be furnished by the Supplier are:
	(i) Original and three (3) copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;

	(ii) Three (3) copies of the packing list (& airway bill if applicable) identifying contents of each package;
	(iii) Original Manufacturer's or Supplier's warranty certificate;
	(iv) The Manufacturer's inspection certificate;
	(v) Original Certificate of origin;
	(vi) Insurance certificate; and
	(vii) A negotiable bill of lading.
	The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	The above documents shall be received by the Purchaser:
	(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;
	(ii) on shipment.
8. Contract Price	8.1 The Contract Price is specified in Price Schedule 4.
	8.2 Subject to CC 31 and 32, the prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Purchaser.
9. Terms of payment	9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	Payment for Goods supplied from abroad:
	Payment of foreign currency portion shall be made in <i>United States Dollars (USD)</i> in the following manner:
	(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within Thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the bidding document or another form acceptable to the Purchaser.
	(ii) <b>On Shipment:</b> Eighty (80) percent of the Contract Price of the Goods shipped shall be paid within thirty (30) days

through bank wire transfer, upon submission of documents specified in CC 7 and claim.

(iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty days (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in *Eastern Caribbean Dollars (XCD)* within thirty (30) 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.

# Payment for Goods and Services supplied from within the Purchaser's Country:

Payment for Goods and Services supplied from within the Purchaser's Country shall be made in *Eastern Caribbean Dollars* (*XCD*), as follows:

- (i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract upon submission of a claim a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the bidding document or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and within thirty (30) days after submission of the documents specified in CC 7.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

#### 10. Taxes and Duties

- 10.1 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.
- 10.2 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.
- 10.3 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.

11. Performance Security	11.1 A Performance Security shall not be required.
12. Subcontractors	12.1 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.
13. Specifications and Standards	13.1 The Goods and Related Services if applicable supplied under this Contract shall conform to the technical 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.
14. Packing, marking and documentation	14.1 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.
	14.2 The packing, marking and documentation within and outside the packages shall be:  Project Manager Project Implementation Unit, Caribbean Digital Transformation Project (CARDTP), Ministry of Public Works and the Digital Economy, Second Floor, First Domestic Building, 19-21 King George V Street, Roseau, 00109-8000, Commonwealth of Dominica
15. Insurance cover	15.1 The insurance coverage shall be as specified in the Incoterms. <i>CIP</i>

#### 16. Transportation

16.1 Responsibility for transportation of the Goods shall be as specified in the Incoterms.

If not in accordance with Incoterms, responsibility for transportations shall be as follows: The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site. Transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

"Mode of Transport: The main mode of international transport shall be by sea."

# 17. Inspections and Tests

- 17.1 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.
- 17.2 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.
- 17.3 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 attendance including, but not limited to, all traveling and board and lodging expenses.
- 17.4 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.
- 17.5 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.
- 17.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

	<ul> <li>17.7 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.</li> <li>17.8 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</li> </ul>
18. Delivery Date and Completion Date	18.1 The Delivery Date of the Goods shall be: 12 weeks upon signing of contract
	18.2 The Completion Date of Related Services shall be: 12 weeks upon signing of contract
19. Liquidated damages and bonuses	19.1 The liquidated damage shall be 0.5% of the price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance.
	The maximum amount of liquidated damages shall be 10% of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.
	Bonus payment to the Supplier shall be <i>NA</i> per day if the Goods under the Contract are delivered before the final contractual Delivery Date].
	Bonus payment to the Supplier shall be <i>NA</i> per day if the Goods under the Contract are delivered and the Related Services are completed before the Completion Date.
20. Warranty	20.1 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.
	20.2 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.
	20.3 The warranty shall remain valid for <b>12 months</b> (365 days) after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for <b>18 months</b>

	after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
	20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be 15 days.
	20.5 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.
	20.6 For purposes of the warranty, the place(s) of final destination(s) shall be:
	Project Implementation Unit, Caribbean Digital Transformation Project (CARDTP), Ministry of Public Works and the Digital Economy, Second Floor, First Domestic Building, 19-21 King George V Street, Roseau, 00109-8000, Commonwealth of Dominica
21. Copyright	21.1 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.
22. Fraud and Corruption	22.1 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.
	22.2 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 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.
23. Inspections and Audit by the Bank	23.1 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). 24. Limitation of 24.1 Except in cases of criminal negligence or willful misconduct, Liability 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 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. 25. Force Majeure 25.1 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. 25.2 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. 25.3 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. 25.4 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. 26. Termination 26.1 Termination for Default 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: 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. 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. However, the Supplier shall continue performance of the Contract to the extent not terminated. 26.2 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 if applicable and for materials and parts previously procured by the Supplier.
27. Forced Labor	27.1 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.
	27.2 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.
	27.3 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring 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.
28. Child Labor	28.1 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).
	28.2 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.
	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:
	(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

29.1 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.

#### 30. Patent Indemnity

- 30.1 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:
  - a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - b) the sale in any country of the products produced by the Goods.

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.

- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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. 31. Change Orders 31.1 The Purchaser may at any time order the Supplier through notice and Contract in accordance CC 4.1, to make changes within the general scope **Amendments** of the Contract in any one or more of the following: drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser: (b) the method of shipment or packing; changes in quantities of Goods to be supplied within the (c) range specified herewith. NA (d) the place of delivery; any test and/or inspection not required by the Contract but (e) deemed necessary, pursuant to CC 17.5; and the Related Services to be provided by the Supplier. (f) 31.2 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. 31.3 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. 31.4 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. 32.1 Unless otherwise specified in the Contract, if after the date of 32. Change in Laws and Regulations 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 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.

# Attachment A to the Conditions of Contract Fraud and Corruption

(Text in this Appendix shall not be modified)

#### 1. Purpose

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

#### 2. Requirements

2.1 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.

#### 2.2 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<sup>3</sup> 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.

For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated subcontractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

# **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]<sup>1</sup> 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 [ ].4

The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

<sup>&</sup>lt;sup>4</sup> Insert shipping/other applicable documents establishing "delivery" of the Goods in accordance with the applicable Incoterm to the Contract.

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]<sup>5</sup>, 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.

Insert the Delivery date specified in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the guarantee."

# **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 inclosed 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**