



COMMONWEALTH OF DOMINICA
Ministry of Public Works and
the Digital Economy



[IDA CREDIT: #6685-DM; PROJECT ID: P171528]

Request for Quotation of
Goods

Procurement of:
IT Equipment for the
Project Implementation Unit (CARDTP)

RFB No: DM-MPWDE-220471-GO-RFQ

Project: Caribbean Digital Transformation Project (CARDTP)

Purchaser: Ministry of Public Works and the Digital Economy

Country: Commonwealth of Dominica

Issued on: 16th March, 2021

REQUEST FOR QUOTATION (RFQ)

Date: March 16th, 2021

Project Title: Caribbean Digital Transformation Project

Source of Funding: Credit No. IDA 66850-DM

Contract Ref: **DM-MPWDE-220471-GO-RFQ**

Dear Supplier,

1. This RFQ is for the procurement of computers and accessories including laptops, desktop computers, software and conferencing equipment to enhance capacity and proper functioning of the Project Implementation Unit of the Caribbean Digital Transformation Project within the Ministry of Public Works and the Digital Economy.
2. The *Ministry of Public Works and the Digital Economy* has received financing from the World Bank (Bank) towards the cost of the Caribbean Digital Transformation Project (CARDTP) and intends to apply part of the proceeds towards payments under the contract for *Procurement of IT Equipment for the Project Implementation Unit (PIU) - CARDTP*.
3. The *Ministry of Public Works and the Digital Economy* now invites quotations from suppliers for the Goods described in Annex 1: Purchaser's Requirements, attached to this RFQ.
4. You can quote for one lot as listed in Annex 1, Schedule of Requirement and the Price Schedule. Bids will be evaluated per lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.
5. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average or highest price (as specified in the BDS) of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison. Price quotations will be evaluated for the complete list of items, including all necessary components and accessories and the contract will be awarded to the firm offering the lowest evaluated total cost for all items.
6. Quotations are to be submitted in the form (s) attached as Annex 2. Quotations submitted as email attachments shall be in the form of scanned non- editable images.
7. Your sealed priced quotation in the form attached may be submitted by hand delivery, surface mail, email, courier service at the following address:

Attention:
Project Manager
CARDTP-PIU
2nd Floor, First Domestic Building
19-21 King George V Street
Roseau, Dominica
Tel: 1-767-266-3840
E-mail address: jeanpierrej@dominica.gov.dm cc mariema@dominica.gov.dm & dtp.procurement@gmail.com

8. The deadline for receipt of your quotation (s) by the Purchaser at the addresses indicated in above Paragraph 7 is **April 16th, 2021, 10:00 a.m. local time.**
9. Your quotation in English language, shall be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information in English for the items quoted, including names and addresses of firms providing service facilities in Dominica.
10. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.
 - (i) **PRICES:** The prices should be quoted in Eastern Caribbean Dollars (XCD) or in a freely convertible currency for the total **CIP cost at final destination**- PIU Office, 19-21 King George V Street, Roseau, Commonwealth of Dominica
 - (ii) **EVALUATION OF QUOTATIONS:** Quotations will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the RFQ

Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of the total price at final destination as para. 2 above.

The evaluation of prices shall not consider custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.”

In evaluating the quotations, the Purchaser will determine for each bid the evaluated price by adjusting the price quotation by making 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 Contract will be awarded to the Supplier/s who:
 - a. offers the lowest evaluated price/s,
 - b. technically compliant quotation, and
 - c. guarantees delivery, in accordance with the delivery period/s
- (iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of ninety (90) days from the deadline for receipt of quotation(s) indicated in Paragraph 4 of this Invitation to Quote.

11. Further information can be obtained from:

Project Manager
Project Implementation Unit
Caribbean Digital Transformation Project (CARDTP)
Ministry of Public Works and the Digital Economy
2nd Floor First Domestic Building,
19-21 King George V Street
Roseau, Commonwealth of Dominica
Tel: 1-767-266-3840/ 3841/ 3844
E-mail: jeanpierrej@dominica.gov.dm / mariema@dominica.gov.dm

12. Inspections and Audits

- 12.1 The Supplier shall carry out all instructions of the Purchaser, which comply with the applicable laws where the destination is located.
- 12.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the quote, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5, Fraud and Corruption of the Form of Contract, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

13. Please confirm by e-mail the receipt of this invitation and whether or not you will submit the price quotation.

Yours sincerely,

JERMAINE JEWEL JEAN_PIERRE
PROJECT MANAGER
PROJECT IMPLEMENTATION UNIT

ANNEX 1 PURCHASER’S REQUIREMENTS

Table 1 Technical Specifications

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	Laptop computer	<ul style="list-style-type: none"> - Processor – Intel core i5 (or equivalent/better); - Processor – Intel core i5 (or equivalent/better); - Memory – 8 GB DDR4; - 2666 MHZ or faster; - Storage: 512 GB SSD (or better); - Monitor – 13.3 to 15.4”; - Operating System – Windows 10 Professional and License Subscriptions must be Original Equipment Manufacturer (OEM); - Microsoft Office Professional 2019 (Word, Excel, PowerPoint, Outlook, Publisher, Access, & OneNote). - Communication: Front facing HD webcam ; - Ports: 2xUSB 3.X, 1 x USB-C; - Sound: Microphone, Headphone, Line-in, Speakers; - Removable Storage: SD/MicroSD Card Reader (desirable); - Minimum One (1)-year warranty on Parts and Service; - Energy Star Certified.
2	Laptop Case	<ul style="list-style-type: none"> - Weather resistant; - Business case style with carrying handles and shoulder strap; - Must be compatible with the size of the laptop; - Pockets for accessories and documents.
3	Multi-function Printer	<ul style="list-style-type: none"> - Multi-function Printer: - Colour Print, Scan, Copy - Printer Use and Paper Sizes: Legal, Executive, Envelopes, A4, A5, Label, Letterhead, Card Stock. - Black & White Resolution: At Least 600 x 600 dpi - Connectivity: Network Card 10/100/1000 Ethernet, Wireless 802.11 b/g/n, Bluetooth 4.1 - Ports: USB- Minimum 1 USB 3.X port; Media card reader (desirable) - Warranty: 3 years inclusive of accidental damage and after-sales support. Easy access to replacement parts (no more than 2 weeks); Troubleshooting. - Regulatory: Energy Star 8.0
4	Docking Station	<ul style="list-style-type: none"> - Audio/Headset (Out) & Microphone (In) (combo desirable); - HDMI; - USB-C; - USB-A 3.X; - Gigabit Ethernet RJ45; - Thunderbolt.

Item No	Name of Goods or Related Service	Technical Specifications and Standards
5	Headphone/ Microphone Combo	<ul style="list-style-type: none"> - Stereo headphone; - Built-in Microphone; - Bluetooth version: 4.X; - Plug Type: 3.5mm.
6	Security Cable Lock	<ul style="list-style-type: none"> - Keyless resettable combination; - Anti-theft cut-resistant steel; - Hook & Loop strap.
7	Desktop Computer	<ul style="list-style-type: none"> - Processor – Intel core i5 (or equivalent/better); - Memory – 32 GB DDR4; - Storage 1 TB SSD or better; - Operating system – Windows 10 Professional and License Subscriptions must be Original Equipment Manufacturer (OEM); - Microsoft Office Professional 2019 (Word, Excel, PowerPoint, Outlook, Publisher, Access, & OneNote). - Networking: RJ-45 LAN Ethernet card with 10/100/1000Mbps and Bluetooth capability; - Mouse: Optical mouse with scroll wheel; - Keyboard; - Graphics: Integrated Graphics with support for resolutions of 1,920x1,080 or greater at 60 Hz with HDMI 2.0 support; - Ports and Interfaces: USB 3.X x3 at least 1 front mounted and 1 USB-C port; - HDMI and DisplayPort out, Headphone and Microphone ports; - Minimum One-year warranty on Parts and Service; - Monitor – 21” to 25’ LED Backlit, HDMI, Display Position Adjustments: Height, Pivot (Rotation), Swivel, Tilt; - Energy Star Certified.
8	HD Webcam with Microphone	<ul style="list-style-type: none"> - Interface: USB 2.X or better; - Image Resolution: 8.0 MP or better; - Video Capture Resolution: 1280 x 720 or better; - Autofocus.
9	Surge Protector	<ul style="list-style-type: none"> - 6 Feet; - 8 Outlets; - 1000 Joules; - 120V; - 1000 Watts; - 2 USB charging port; - NEMA 5-15P plug.
10	TV Screen	<ul style="list-style-type: none"> - Screen size: 50” or larger; - Smart TV; - VESA Mountable; - USB A 3.X (at least 2); - HDMI (at least 2); - Wireless: <ul style="list-style-type: none"> o Wi-Fi Connectivity: 802.11AC built-in Wi-Fi; o Bluetooth (ver.4.X); - Mobile to TV - Mirroring, DLNA; - Networking: RJ-45 LAN Ethernet;

Item No	Name of Goods or Related Service	Technical Specifications and Standards
		<ul style="list-style-type: none"> - Power: 100-240 V 50/60z; - Warranty: 2-year warranty.
11	Mobile TV Cart / TV Stand	<ul style="list-style-type: none"> - VESA (Compatible with supplied TV Screen); - Adjustable Height & Tilt; - Media Stand; - 360° swivel casters.
12	Conference Microphone & Speaker	<ul style="list-style-type: none"> - USB: USB 2.X or better; - Control mode: USB plug and play, button control; - Button function: mute, Volume control; - Speaker: built-in, high-power speaker; - Voice processing: DSP echo cancellation, noise reduction; - Support system: Android, Windows; - Microphone pickup: radius: 3Meter
13	Video Conference - HD Webcam with Microphone	<ul style="list-style-type: none"> - Full HD 1080p video recording; - HD autofocus and light correction; - Stereo audio with dual microphones
14	Digital Projector	<ul style="list-style-type: none"> - DLP Projector; - 720p; - Full HD; - Input: HDMI, VGA, USB-C (desirable); - Wi-Fi Ready; - Image Brightness 2500 ANSI Lumens or better; - Speaker: built-in; - Controls & Adjustments: keystone correction; - Portable; - 1 Year Warranty.
15	All-in-one Computer	<ul style="list-style-type: none"> - Processor – Intel core i5 (or equivalent/better); - Memory – 32 GB DDR4; - Storage 1 TB SSD or better; - Operating system – Windows 10 Professional and License Subscriptions must be Original Equipment Manufacturer (OEM); - Microsoft Office Professional 2019 (Word, Excel, PowerPoint, Outlook, Publisher, Access, & OneNote). - Networking: RJ-45 LAN Ethernet card with 10/100/1000Mbps and Bluetooth capability; - Mouse: Optical mouse with scroll wheel; - Keyboard; - Ports and Interfaces: 3 USB 3.X3 and 1 USB-C port; - HDMI and DisplayPort out, Headphone and Microphone ports; - Minimum One-year warranty on Parts and Service; - Monitor – 22” to 25” Touchscreen; - Energy Star Certified.

Table 2: 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	Laptop Computer	14	Each	PIU Office, 2 nd Floor, 19-21 King George V Street, Roseau, Dominica	PIU Office, 2 nd Floor, 19-21 King George V Street, Roseau, Dominica	CIP	May 31, 2021
2	Laptop Case	14	Each	Same as Above	Same as Above	CIP	May 31, 2021
3	Multi-function Printer	1	Each	Same as Above	Same as Above	CIP	May 31, 2021
4	Docking Station	5	Each	Same as Above	Same as Above	CIP	May 31, 2021
5	Headphone/ Microphone Combo	14	Each	Same as Above	Same as Above	CIP	May 31, 2021
6	Security Cable Lock	17	Each	Same as Above	Same as Above	CIP	May 31, 2021
7	Desktop Computer	6	Each	Same as Above	Same as Above	CIP	May 31, 2021
8	HD Webcam with Microphone	6	Each	Same as Above	Same as Above	CIP	May 31, 2021
9	Surge Protectors	20	Each	Same as Above	Same as Above	CIP	May 31, 2021
10	TV Screen	2	Each	Same as Above	Same as Above	CIP	May 31, 2021
11	Mobile TV Cart / TV Stand	2	Each	Same as Above	Same as Above	CIP	May 31, 2021
12	Conference Microphone & Speaker	3	Each	Same as Above	Same as Above	CIP	May 31, 2021
13	HD Webcam with Microphone	3	Each	Same as Above	Same as Above	CIP	May 31, 2021
14	Digital Projector	2	Each	Same as Above	Same as Above	CIP	May 31, 2021
15	All-in-one Computer	1	Each	Same as Above	Same as Above	CIP	May 31, 2021

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: Lot 1

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	Laptop Computer	14	Each					
2	Laptop Case	14	Each					
3	Multi-function Printer	1	Each					
4	Docking Station	15	Each					
5	Headphone/ Microphone Combo	14	Each					
6	Security Cable Lock	17	Each					
7	Desktop Computer	6	Each					
8	HD Webcam with Microphone	6	Each					
9	Surge Protectors	20	Each					
10	TV Screen	2	Each					
11	Mobile TV Cart / TV Stand	2	Each					
12	Conference Microphone & Speaker	3	Each					
13	HD Webcam with Microphone	3	Each					
14	Digital Projector	2	Each					
15	All-in-one Computer	1	Each					
							Other additional costs	
							Subtotal	
							Total	

TERMS AND CONDITIONS OF SUPPLY

1. 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 as per the “List of Goods and Delivery Schedule” but not exceeding thirty-(35) days -working days from 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 or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent (110%) 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 the Commonwealth of Dominica
7. **Resolution of Disputes:** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures of the Purchaser’s country. The dispute shall be referred to jurisdiction at the Courts of Roseau, Commonwealth of Dominica.
8. **Delivery and Documents:** Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by email the full details of shipment, including purchase order number, 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. The Supplier shall mail the following documents to the Purchaser, 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 one (1) Original and two (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:

Advance payment of 30% of the Contract price paid within thirty (30) days of signing the contract; 40% of the contract price on Shipment of goods and the remaining 30% of the contract price paid within thirty (30) days after the date of the Acceptance Certificate for the respective delivery issued by the Purchaser.

10. **Warranty:** Goods offered should be covered by manufacturer's warranty for at least twelve (12) months from the date of delivery to the Purchaser. Please refer to warranty requirements for each item.

11. **Packaging and Marking Instructions:** The Supplier shall provide standard packing of the Goods as required to prevent their 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 thirty (30) days from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:

Address _____

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 any events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as

is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

14. Required Technical Specifications

The general description, technical specifications and performance parameters are provided in Annex A, Technical Specifications.

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 twenty-one (21) day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER _____

Authorized Signature _____

Place: _____

Date: _____

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;¹ (ii) to be a nominated² 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 inspect³ all

¹ 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 sub-contractor, 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.

² 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.

³ 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

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.

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.

FORM OF QUOTATION

_____ (Date)

To: Ministry of Public Works and the Digital Economy
Caribbean Digital Transformation Project
Project Implementation Unit
Second Floor, First Domestic Building,
19-21 King George V Street
ROSEAU, COMMONWEALTH OF DOMINICA

We offer to execute *Contract Reference No. DM-MPWDE-220471-GO-RFQ Supply and Delivery of Computers and Accessories for the CARDTP-Project Implementation Unit (PIU)* 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: _____

FORM OF CONTRACT

THIS AGREEMENT number DM-MPWDE-220471-GO-RFQ made on ____ (day) ____ (month) , ____ (year) between **Government of the Commonwealth of Dominica, Ministry of Public Works and the Digital Economy** (hereinafter called “the Purchaser”) on the one part and _____ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotation for the supply of Computers and Accessories to be supplied by Supplier, viz. Contract Reference No. **DM-MPWDE-220471-GO-RFQ**, (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) Invitation to Quote; Term and Conditions of Supply, Technical Specification;
 - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply the goods and services remedy any defects therein in conformity with the provisions of Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the 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 Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving fourteen (14) days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

6. Inspections and Audits

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

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a

prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

Signature and seal of the Purchaser:
FOR AND ON BEHALF OF
Ministry of Public Works and the Digital
Economy

Name of Authorized Representative

Signature and seal of the Supplier:
FOR AND ON BEHALF OF

Name of Authorized Representative