



GOVERNMENT OF THE COMMONWEALTH OF DOMINICA
MINISTRY OF PUBLIC WORKS AND THE DIGITAL ECONOMY
CARIBBEAN DIGITAL TRANSFORMATION PROJECT UNIT

Request for Quotations

***ESTABLISHMENT AND DEVELOPMENT OF A WEB AND
MOBILE PORTAL APPLICATION TO ACCESS PUBLIC
SERVICES AND INFORMATION***



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Procurement of:

*ESTABLISHMENT AND DEVELOPMENT OF A WEB AND
MOBILE PORTAL APPLICATION TO ACCESS PUBLIC
SERVICES AND INFORMATION*

Ref No: DM-MPWDE-301469-GO-RFQ

Project: Caribbean Digital Transformation Project

Employer: *Ministry of Public Works and the Digital Economy*

Country: *Commonwealth of Dominica*

Issued on: *August 10, 2022*

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Request for Quotations

RFQ Ref No.: DM-MPWDE-301469-GO-RFQ

RFQ Date: August 10, 2022

Request for Quotation (RFQ)

1. The *Government of the Commonwealth of Dominica* has received financing from the World Bank (Bank) toward the cost of the *Caribbean Digital Transformation Project* and intends to apply part of the proceeds toward payments under the contract for *the establishment and development of a web and mobile portal application to access public services and information – DM-MPWDE-301469-GO-RFQ*
2. The *Ministry of Public Works and the Digital Economy, Caribbean Digital transformation Project – Project implementation Unit (PIU)* now invites quotations from service providers for the Services described in Annex 1: Purchaser's Requirements, attached to this RFQ.

Fraud and Corruption

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

Eligible Goods (and Related Services if applicable)

5. All the Goods (and Related Services, if applicable) to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Para. 9.

Eligible Service Providers

6. In case the Service Provider is a joint venture (JV), all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Request for Quotations process and, in the event the JV is awarded the Contract, during contract execution.

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7. A Service Provider may have the nationality of any country, subject to the restrictions pursuant to para. 9 and 10 hereinafter. A Service Provider shall be deemed to have the nationality of a country if the Service Provider is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including Related Services.
 8. Firms and individuals may be ineligible if so, indicated in para. 10 below and:
 - (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods or the contracting of works or services required; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
 9. In reference to paras. 6 and 8, for the information of service providers, at the present time firms, goods and services from the following countries are excluded from this procurement process:
 - (a) Under para. 6 and 9 (a): "*none*".
 - (b) Under para. 6 and 9 (b): "*none*".
 10. A Service Provider that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in the attachment to the Contract Conditions (Attachment A) paragraph 2.2 d., shall be ineligible to submit Quotations or be awarded or otherwise benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank's external website: <http://www.worldbank.org/debarr>.
 11. Service Providers that are state-owned enterprises or institutions in the Purchaser's country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:
 - (a) are legally and financially autonomous;
 - (b) operate under commercial law; and
 - (c) are not under supervision of the Purchaser.
 12. A Service Provider shall not have a conflict of interest. Any Service Provider found to have a conflict of interest shall be disqualified. A Service Provider may be considered to have a conflict of interest for the purpose of this Request for Quotations process, if the Service Provider:

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- (a) directly or indirectly controls, is controlled by or is under common control with another Service Provider that submitted a Quotation;
 - (b) receives or has received any direct or indirect subsidy from another Service Provider that submitted a Quotation;
 - (c) has the same legal representative as another Service Provider that submitted a Quotation;
 - (d) has a relationship with another Service Provider that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Service Provider, or influence the decisions of the Purchaser regarding this Request for Quotations process; or
 - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Request for Quotations process; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for implementing the Contract; or
 - (g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Request for Quotations process and execution of the Contract.

Performance Security

13. NA

Validity of offers

14. The offers shall be valid for One Hundred and Twenty days from the date of submission of quotations

Quoted Price

15. The Service Provider shall quote its total price in the Service Provider's Quotation Form. *Contractors invited to quote for more than one lot may wish to offer a discount i.e., conditional discount for contract award of more than one lot.*
16. *The Service Provider shall also fill in its rates and prices for all items of the Services described in the attached Bill of Quantities. Items against which no rate or price is entered*

by the Contractor will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

The rates and prices shall include all duties, taxes, and other levies payable by the Service Provider under the Contract, as of the date 7 (seven) days prior to the deadline for submission of quotations

17. A Service Provider expecting to incur expenditures in other currencies for inputs to the Services supplied from outside the Employer's Country and wishing to be paid accordingly, shall indicate a foreign currency of its choice in addition to the local currency in: ***Eastern Caribbean Dollars (XCD)***.
18. The currency(ies) of the Quotation and the currency(ies) of payments shall be the same.

Technical proposal

19. The Service Provider shall furnish a technical proposal including approach and methodology stating prerequisite equipment, personnel, schedule and any other relevant information, in sufficient detail to demonstrate the adequacy of its proposal to meet the work's requirements and the completion time

Clarifications

20. Any clarification request regarding this RFQ may be sent in writing to ***Attention: Dr. Jermaine Jewel Jean-Pierre / Project Manager, Caribbean Digital Transformation Project (CARDTP), 19-21 King George V Street, 2st Floor First domestic Building, Roseau, Dominica*** Email: jeanpierrej@dominica.gov.dm cc dtpprocurement@dominica.gov.dm before **17 August, 2022**. The Purchaser will forward copies of its response to all Service Providers including a description of the inquiry but without identifying its source.

Submission of Quotations

21. Quotations shall be submitted in the form attached at Annex 2 ***hand delivery, surface mail, courier service or electronically***. Quotations submitted as email attachments shall be in the form of scanned non- editable PDF document or images and password protected.
22. For bidders submitting their quotations via hand delivery, surface mail or courier services shall send to the address provided below using the following wording on the outer envelope: ***“Quotation - DM-MPWDE-301469-GO-RFQ – establishment and development of a web and mobile portal application to access public services and information [Bidder's Name]”***.
23. Bidders shall submit their bids electronically to the following email address dtpprocurement@dominica.gov.dm using the following subject ***“Quotation - DM-MPWDE-301469-GO-RFQ – establishment and development of a web and mobile portal application to access public services and information [Bidder's Name]”***.
24. Bidders submitting quotation via electronically shall submit the passwords for the quotation in a separate email at the same time submitting the quotation using the following

subject: *“Password for Quotation - DM-MPWDE-301469-GO-RFQ - design and development of an online web and mobile portal for accessing services and information for the Government of Dominica”*.

25. The deadline for submission of Quotations is **August 24, 2022, 10:00AM Eastern Caribbean Time**. Late Bids will be rejected.
26. The address for submission of Quotations is: Attention:

Dr. Jermaine Jewel Jean-Pierre
Project Manager
Project Implementation Unit
Caribbean Digital Transformation Project
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
Email: jeanpierrej@dominica.gov.dm; cc:
dpuprocurement@dominica.gov.dm

Opening of Quotations

27. Quotations will be opened by the Purchaser’s representatives immediately after the deadline for the submission of Quotations.
28. Bidders must submit the passwords for the quotation in a separate email at the same time submitting the quotation with the subject *“Password for Quotation - DM-MPWDE-301469-GO-RFQ - design and development of an online web and mobile portal for accessing services and information for the Government of Dominica”*.

Evaluation of Quotations

29. Quotations will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the RFQ.
30. The quotations will be evaluated to determine substantial responsiveness of the technical proposal.
31. For evaluation and comparison purposes, the currency(ies) of the Quotations shall be converted into a single currency. The currency that shall be used for comparison purposes to convert at the selling exchange rate offered prices expressed in various currencies into a single currency is: US Dollars The source of exchange rate shall be: Eastern Caribbean Central Bank. The date for the exchange rate shall be **August 17, 2022**.
32. For technically compliant quotations, the total evaluated prices, excluding provisional sums and any provision for contingencies but including day works where priced competitively, will be compared to determine the lowest evaluated price/s.

Contract Award

33. The Contract will be awarded to the Service Provider who:
- (a) meets the eligibility requirements in accordance with the RFQ;
 - (b) offers the lowest evaluated price/s,
 - (c) technically compliant quotation, and
 - (d) guarantees completion of the services by the specified date.
34. The Purchaser shall invite by the quickest means (*e-mail*), the successful Service Provider/s for any discussion/ negotiation that may be needed to conclude the contract or otherwise for contract signature.
35. The Purchaser shall communicate by the quickest means with the other Service Providers on its contract award decision. An unsuccessful Service Provider may request clarifications as to why its quotation was not determined to be successful. The Purchaser will address this request within a reasonable time.
36. The Purchaser shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract. The information shall include the name of the successful Service Provider, the Contract Price, the Contract duration, summary of its scope and the names of the Service Providers and their quoted and evaluated prices.

On behalf of the Purchaser:

Signature:

Name: Jermaine Jewel Jean-Pierre, PhD

Title/position: PROJECT MANAGER
Project Implementation Unit
Caribbean Digital Transformation Project
Ministry of Public Works and the Digital Economy

Attachments:

- Annex 1: Purchaser's Requirements**
- Annex 2: Quotation Form**
- Annex 3: Contract Forms**

ANNEX 1: Purchaser's Requirements

Technical Requirements

Scope of Service

Stage	Stage Name	Broad Description
Stage 1	Designing the web and mobile portal	<ul style="list-style-type: none"> • Study and finalize Functional and non-functional Requirements (FRS), • Design Software Requirement Specifications (SRS) based on finalized FRS, • Determine web and mobile portal services Structure • Design web and mobile portal services wire diagrams • Design prototypes
Stage 2	Development, integration, testing and implementation the web and mobile portal	<ul style="list-style-type: none"> • Develop web and mobile services portal based on the finalized functional requirement and SRS templates • Developing web and mobile services portal based on the selected templates • Integration of web and mobile services portal with the applications such as ePayments, etc. • Migration of data/legacy systems • Implementation of Content Management System (CMS) • Testing of the web and mobile services portal • Hosting of the web and mobile services in the production environment • Go-Live
Stage 3	Operation and maintenance	<ul style="list-style-type: none"> • Operation and Maintenance (O&M) of the web and mobile services portal for a period of 1 year from Go-Live
Stage 4	Capacity Building	<ul style="list-style-type: none"> • During the O&M period the bidder shall build the capacity of the GoCD counterparts

List of Deliverables and Milestones

The Consultant is required to prepare the following and any other document that is necessary for the smooth operation of the web and mobile portal starting from commencement date as T_0 :

Stage	Duration	Deliverables	Description	Payment %age
Stage 1	$T_1 = T_0 + 2$ weeks	<ul style="list-style-type: none"> Inception Report 	<ul style="list-style-type: none"> Inception Report that includes work plan/project management plan, etc. 	5%
	$T_2 = T_1 + 2$ weeks	<ul style="list-style-type: none"> FRS and SRS Web and Mobile wire diagrams 	<ul style="list-style-type: none"> Detailed FRS and SRS in consultation with the stakeholders Description of the Development, Testing and Production Environment 	5%
Stage 2	$T_3 = T_2 + 20$ weeks	<ul style="list-style-type: none"> Go-live of web and mobile portal 	<ul style="list-style-type: none"> Development, testing, deployment and Go-Live of the web and mobile portal Implementation of Content Management System Approval of Source Code Manual Approval of User Manual 	30%
Stage 3	$T_4 = T_3 + 24$ weeks	<ul style="list-style-type: none"> O&M and Capacity Building 	<ul style="list-style-type: none"> O&M Manual Training Manual 	60%
Stage 4				(10% after every 4weeks)

The bidder is to work closely with the Caribbean Digital Transformation Unit - Project Implementation Unit and any other stakeholder as identified by the Caribbean Digital Transformation Unit - Project Implementation Unit to ensure change management considerations are included in the overall change management strategy for the project.

The reports shall be submitted in English. Reports and documents relevant to the Consultant's services, evaluation notes, etc. shall become the property of the Government of the Commonwealth of Dominica (GoCD)

Submission and Approval of Deliverables

The Consultant will report to the Authorized Representative of the Client who will be responsible for approval of the deliverables and invoices.

All reports and deliverables should be in English.

Deliverables may be submitted electronically and within thirty (30) calendar days from the date of the reports and deliverables receipt, in IV. (i) List of Deliverables and Milestones above, the Client shall review that said reports and deliverables in consultation with the relevant Ministries, Departments and Agencies (MDAs) and a technical committee and the World Bank as necessary, if it has been established by the Project Steering Committee (PSC), and:

- (a) approve the reports and deliverables; or
- (b) notify the Consultant of any respects in which the Client considers that the reports and deliverables do not comply with the contract provisions. The reports and deliverables shall be revised and submitted to the Client by the Consultant within two (2) weeks following the receipt of Client's comments unless otherwise agreed by the parties.

CONTRACT DURATION AND ESTIMATED TIME INPUT

The duration of the contract is 12 months.

Functional and non-Functional Specification

Government of Dominica Digital Information Hub Web Portal (GDIH)

The section describes the indicative Functional and non-Functional Requirement Specifications which shall be finalized by the bidder based on the discussions with stakeholder. Using the finalized Functional and non-functional Requirement Specification, the bidder shall develop detailed System Requirement Specifications (SRS), wire diagrams, etc for the web and mobile services portal using which it shall initiate development and hosting.

Indicative Functional Requirement Specifications (FRS):

1. The web and mobile services portal should be compatible with all common web-browsers and operating system on PC, Mobile, and tab platforms like Internet Explorer 6.0 and above, Mozilla Firefox 1.5 and above, Safari 2 and above, Netscape 7 and above, Mobile Safari (IOS), Chrome OS, Default Android Browser for Android mobile device, default IE for Windows mobile device and default Mac mobile device for Apple I-Phone. User interface should be responsive (mobile friendly and rendered for desktop, tablet, and phone (android and IOS) respectively without requiring panning or zooming in to read the content.
2. The web and mobile services portal should be accessible to everyone such as citizens, business, people with disabilities and others. The web and mobile services portal should be incorporated with screen reader, videos having accurate subtitles and low flashing, colors have suitable contrast and should be navigable with assistive devices other than a mouse or touchpad. It should follow Web Content Accessibility Guidelines i.e., WCAG 2.0 Level AA accessibility recommendations.
3. The bidder should follow World Wide Web Consortium (W3C) standards to develop the web and mobile portal (<https://www.w3.org/Consortium/>)
4. Based on the standards above shall develop Guidelines for Designing, Developing, hosting and Maintaining Government websites of Dominica
5. The bidder shall implement Content Management System (CMS) to manage the updating, version control, etc. of the deployed web and mobile portal.
6. The web and mobile services portal to be hosted using secured SSL/TLS Certificate (min 256-bit encryption) with extended validation during the entire contract period. Besides this, all other security measures such as PCI/DSS compliance, etc. should also be incorporated.

7. The web and mobile services portal should be available in IPV4 & IPV6 address mode.
8. The web and mobile services portal should be resilient to any types of cyber-attacks including DOS / DDOS. The vendor will have ready infrastructure / mechanism to negate / counter any possible cyber-attacks.
9. The web and mobile services portal response time should not be more than 3000 milliseconds. Documentary evidence in this regard to be submitted
10. The web and mobile services portal should be multi-lingual English, with optional Creole, Kalinago
11. The web and mobile services portal should provide RSS feed facility.

12. Home page

12.1 Homepage of the Web and Services Portal shall be intuitive, aesthetically pleasing graphical user interface following international web development best practices with easily manageable content sections. The bidder may follow UN guidelines for styling (<https://www.un.org/en/webguidelines/index.shtml>)

12.2 Home page of the portal shall include at least the following sections:

- a) Home
- b) Dashboard
- c) Services
- d) What's New
- e) Contact us
- f) FAQ

13. Live Chat Support

13.1 The web and services portal should provide a live chat support to the general public. As such the developer shall incorporate a live chat plugin on the portal.

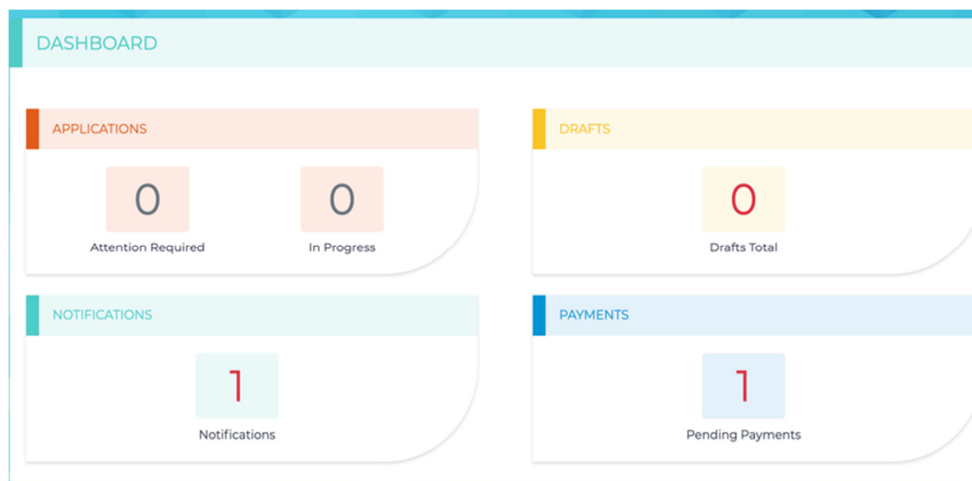
13.2 A default message shall be inserted that will let users know when operators are not at work (especially on weekends/holidays).

14. Indicative Site Data Collection requirements

18.1 Quick Polls

- a) The developer should create a survey or poll in order to generate feedback from the general public on their level of satisfaction of the services and features of the portal

- b) This web and mobile services portal should record site visit and logs the following information for statistical purposes - server's address; the name of the top-level domain from which the is accessed (for example, .dm, .com, .in, etc.); the type of browser used; the date and time of accessing the site; the pages accessed and the documents downloaded and the previous Internet address from which the user linked directly to the site
- c) Include the number of pages and services that the users visit in the national portal.
- d) The web and mobile services portal should record data such as statistics on number of visitors, number of Pageviews, number of online payments, transactions completed, most popular services, number of downloads etc. as depicted in the sample dashboard below.



Non-Functional Requirements Specification

1. The web and mobile services portal must be scalable and extendable and should use open-source (free of license and proprietary costs) content management and community portal development tools, such as WordPress, Joomla, Drupal, Bootstrap, inter alia.
2. The web and mobile services portal should provide for Search Engine Optimization (SEO) to allow the highest possible ranking of the individual pages within the site from all major search providers, including but not limited to Bing, Google, MSN Search, and Yahoo!. The web and mobile services portal should provide Meta title and Meta descriptions tags that are maintainable and able to auto correct and/or provide results that best match misspelled words or phrases. The search feature should be able to search both HTML pages and documents, such as PDF files and Microsoft Word documents

3. The developer must provide O&M along with capacity building for 24 weeks year from the date of Go-Live. Maintenance service shall include fixing of bugs, correcting and enhancing the functions and features, and maintaining the web and mobile services portal alongside Information and Communications Technology Unit (ICTU).
4. The developer must prepare a User Guide, Administrator Guide and Maintenance Guide.
5. The web and mobile services portal must provide a comprehensive set of configuration options for configuring and managing the contents of different sections of the pages and sections within the pages.
6. The web and mobile services portal must be available 24 x 7 x 365. Tolerance to down time for the web and mobile services portal is zero except scheduled maintenances. The security and integrity of the database and the web and mobile services portal has to be maintained under all circumstances.
7. The web and mobile services portal should be user friendly
8. The web and mobile services portal should be incorporated with Registering and Login (Sign-in/Sign-up) feature using E-mail/mobile number as User ID and password as per the choice of the user. It should include User ID/password recovery and password change functionality using OTP or e-mail
9. Implementing the site map for the web and mobile services portal in the production and to add link for all services
10. The web and mobile services portal should include following (but not limited to) Web 2.0 tools:
 - a) **Blogs:** A blog or Weblog, is a chronological, online diary. A web-blog is a web page with minimal to no external editing, providing on-line commentary, periodically updated and presented in reverse chronological order. Individuals can subscribe to a person's blog, which allows them to read it and to write comments in response to blog posts. Application required to run a blog should be open source, is relatively easy to use and requires no specialist knowledge of web languages to operate
 - b) **Chat rooms:** A chat room is a term used primarily by mass media to describe any form of synchronous conferencing, occasionally even asynchronous conferencing. The term can thus mean any technology ranging from real-time online chat over instant messaging and online forums to fully immersive graphical. Chat rooms sometimes have a 'moderator' to facilitate interaction with the panel and to control the discussion.
 - c) **Discussion forums:** An Internet forum is a web application for holding discussions and posting. Internet forums are also commonly referred to as Web forums, message boards, discussion boards, (electronic) discussion groups, discussion forums,

bulletin boards, fora (the Latin plural) or simply forums. It typically shows a list of topics people are concerned about. Users can pick a topic and see a 'thread' of messages and replies, then post their own message. Communication channels can either be asynchronous or synchronous.

- d) **Virtual communities:** A virtual community, e-community or online community is a group of people that primarily interact via communication media such as, email or use net rather than face to face. If the mechanism is a computer network, it is called an online community.
- e) **Social Networking:** e.g., Facebook, twitter, Instagram, pinrest, linkedin, etc.

CLIENT'S CONTRIBUTION

The Client shall provide the necessary Development, Testing and Production Environment and any other pre-requisites required for the installation, testing and commission of the web portal, which shall be conducted in the presence of the Clients' representative.

It is desired that the bidder may specify such requirements/pre-requisites in their Approach & methodology submitted along with the bid document.

DESIRED CANDIDATES' QUALIFICATIONS AND EXPERIENCE

Qualification Requirements to the Consultant as a Firm

The bidder as a firm must have experience in:

- (a) at least three (3) years of experience in designing, developing and installing web and mobile portal for governments/public sector agencies and allied agencies;
- (b) at least three (3) years of experience in designing, developing and installing web and mobile portal for private sector agencies and allied agencies;
- (c) experience in designing, developing and installing web and mobile portal in small-island countries is highly desirable.

Team Composition

The bidder shall provide following minimum team to execute the assignment, but it will be responsibility of the bidder to execute the scope under terms of reference and finalized FRF and SRS accordingly the bidder may arrange or depute required expert to complete the task at no extra cost:

Key Expert	During Stage	Qualification	Experience
Project Manager	<ul style="list-style-type: none"> • Stage 1, 2, 3 & 4 	<ul style="list-style-type: none"> • Bachelor' Degree in Computer Science or in relevant area • Certification in web technologies preferred 	<ul style="list-style-type: none"> • Minimum 5years of Experience in managing the designing, developing, and installing web and mobile portal • Experience in capacity building and training
Business Analyst	<ul style="list-style-type: none"> • Stage 1 	<ul style="list-style-type: none"> • Bachelor' Degree in Computer Science, management or in relevant area 	<ul style="list-style-type: none"> • Minimum 3years of Experience in doing FRS, SRS, manuals for web and mobile portal
Web developer	<ul style="list-style-type: none"> • Stage 2,3 & 4 	<ul style="list-style-type: none"> • Diploma or Certification or relevant qualification in web technologies such as WordPress, Joomla, Drupal, Bootstrap, mobile technologies, inter alia. 	<ul style="list-style-type: none"> • Minimum 3years of Experience in designing, developing and installing web and mobile portal • Should have capability to manage UI/UX • Should have capability to manage web and mobile updates after Go-Live
UX/UI designer	<ul style="list-style-type: none"> • Stage 2 	<ul style="list-style-type: none"> • Diploma or Certification or relevant qualification in web designing technologies 	<ul style="list-style-type: none"> • Minimum 3years of Experience in designing UI/UX for web and mobile portal • Experience in using open-source UI/UX designing techniques
Database Administrator	<ul style="list-style-type: none"> • Stage 2 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • Minimum 3years of Experience in designing and maintaining database for web and mobile portal

Key Expert	During Stage	Qualification	Experience
			<ul style="list-style-type: none"> • Experience in using open-source databases

1.3.4 Inspection and Tests

The Consultant shall also:

- Submit for approval, a User Acceptance Testing Plan with test cases to ensure that the assessment can be done to assure users that the system functions as required in the production environment.
- Administer the test plans and obtain feedback.
- Make changes to the application based on feedback given.
- Prepare user manuals and associated training.
- Provide support as needed to stakeholders as they conduct live simulations.
- Make changes where necessary to refine the application based on stakeholders' feedback and with the approval of GoCD

The test cycle should include the following:

- **Unit Testing:** Carry out the unit testing to make sure each component and module of the system functions as designed.
- **Integration Testing:** After all modules of the system are developed, integration testing is carried out to make sure that all modules function and perform as expected when working in combination.
- **Load testing:** Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration.
- **Recovery Testing:** One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests shall be carried out to see how well the system recovers from crashes and Architecture Functional failures.
- **Security Testing:** Perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any type of attacks such as SQL injection, XSS attacks, cross-site scripting, command Injection, file path traversal etc. This shall be done by using threat detection and vulnerability scanning software.

The following User Acceptance Testing (UAT) approach will be carried out by the Client prior to system acceptance and signoff:

- **Usability Testing:** Test the navigation between screens, user-friendliness, and workflows of each of the screens. Against this, if deficiencies are identified the interface may be redesigned during this testing phase based on feedback from the Client.
- **Functional Testing:** A complete end to end functional testing cycle will run. During the functional test, actual processes, and all key services provided by the GoCD system will be tested against the business requirement, (end to end) to see if the system meets the requirements, stores data and generates reports properly.
- **Acceptance Testing:** An end to end functional and quality of service (including security, performance, and robustness) will be completed by the Client prior to any system sign off.
- **UAT Test Script** – The Consultant will create the UAT test cases and user scenarios to cover all core functionalities of the GoCD. In each test case, write the manual test steps to be followed by the Client’s test team. The Client will use this set, in addition to their own developed UAT test cases to complete the tests.

ANNEX 2: Quotation Forms

Supplier Quotation Form

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

To:	<i>Ministry of Public Works and the Digital Economy Caribbean Digital Transformation Project (CARDTP)</i>
Purchaser's Representative:	<i>Dr. Jermaine Jewel Jean-Pierre</i>
Title/Position:	<i>Project Manager Project Implementation Unit</i>
Address :	<i>Second Floor, First Domestic Building 19-21 King George V Street Roseau 00109-8000 Commonwealth of Dominica jeanpierrej@dominica.gov.dm cc: dtp.procurement@gmail.com</i>
RFQ Ref No.:	DM-MPWDE-301469-GO-RFQ
Date of Quotation:	

Dear *[insert name of Purchaser's Representative]*:

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 Quotation

[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]*

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 <i>[insert place of destination] [as applicable, FCA (named place)]</i>	CIP (or FCA as applicable) Price per line item (Col. 5x6)	<i>[FOR CIP, IF REQUIRED]</i> Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RFQ	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date quoted phased Delivery periods if applicable]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Quotation Price	

Quotation for Goods: Price Schedule 2

For Goods to be supplied from within the Purchaser' 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. 4x5)	[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)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date/ quoted phased Delivery dates if applicable]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Quotation Price								

Quotation for Related Services: Price Schedule 3

1	2	3	4	5	6	7	
Item No.	Item description	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Completion Period at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the item]</i>		<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert Delivery Period at place of final destination per Service]</i>	<i>[insert number of items to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Quotation Price							

Total Quotation: Price Schedule 4

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

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

Manufacturer's Authorization

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of the Supplier]* to submit a quotation the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 20 of the Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

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

Title: *[insert title]*

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

ANNEX 3: Contract Forms

Contract Agreement

THIS AGREEMENT made the [*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 *1st 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 :

WHEREAS the Purchaser invited quotations for certain Goods and ancillary services, [*insert brief description of Goods and Services*] and has accepted a quotation by the Supplier for the supply of those Goods and Services

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: _____
in the capacity of: **MR. ROLAND ROYER**
PERMANENT SECRETARY

In the presence of: *Jermaine Jewel Jean-Pierre PhD*
Project Manager
Project Implementation Unit
Caribbean Digital Transformation Project

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]*

Section VIII - General Conditions of Contract

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Section VIII - General 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) “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.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of 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) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “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.

(l) “SCC” means the Special Conditions of Contract.

(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 Bid 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 in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 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 Appendix 1 to the GCC.

3.2 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 Bidding process 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.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the SCC.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by

the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

1.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are

-
- accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 1.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 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

9.2 (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.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Bank

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions 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 procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (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).

- 12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
- 14. Supplier's Responsibilities**
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 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.
- 14.4 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.
- 14.5 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).
- 14.6 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.
- 14.7 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.

14.8 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.

14.9 The Supplier shall comply with additional obligations as **specified in the SCC.**

15. Contract Price

15.1 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 in its Bid, with the exception of any price adjustments authorized in the **SCC.**

16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the

period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

17.1 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.

17.2 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.

17.3 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.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

19. Copyright

19.1 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.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in

connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in

the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements 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.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 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.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including

additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

- 24. Insurance**
- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.
- 25. Transportation and Incidental Services**
- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, 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
- 26. Inspections and Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 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 another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC

Sub-Clause 26.3, 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.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, 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.
- 26.4 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.
- 26.5 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, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 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 GCC Sub-Clause 26.4.
- 26.8 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 GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or

perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 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.

28.2 Subject to GCC Sub-Clause 22.1(b), 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.

28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, 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.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, 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.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, 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.
- 29.3 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.
- 29.4 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.
- 29.5 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.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, 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. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, 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.

32.2 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, epidemics, quarantine restrictions, and freight embargoes.

32.3 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.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) 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;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 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.

33.3 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.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs

(including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and

- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency or sustainability of the Goods; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.5 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.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26,

unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination 35.1 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 by the Purchaser pursuant to GCC Clause 34;
 - (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 paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), 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.

35.2 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

35.3 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.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export
Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section IX - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Purchaser shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

GCC 1.1(i)	The Purchaser's Country is: <i>Commonwealth of Dominica</i>
GCC 1.1(j)	The Purchaser is: <i>Ministry of Public Works and the Digital Economy – Caribbean Digital Transformation Project</i>
GCC 1.1(o)	The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s)]</i>
GCC 1.1 (p)	<p>The term SEA/SH where used in the Contract has the following meaning:</p> <ul style="list-style-type: none"> • “Sexual Exploitation and Abuse” “(SEA)” means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. • Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. • “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or employer's personnel.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be 2022
GCC 5.1	The language shall be: <i>English</i>

GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: Dr. Jermaine Jewel Jean-Pierre 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 00109-8000 Commonwealth of Dominica</p> <p>E-mail (where permitted): jeanpierrej@dominica.gov.dm; Ct: dtp.procurement@gmail.com</p>
GCC 9.1	The governing law shall be the law of: <i>Commonwealth of Dominica</i>
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>(a) Contract with foreign Supplier:</p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(b) Contracts with Supplier national of the Purchaser's Country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p>
GCC 13.1	Proof of delivery of services will be sent via email to jeanpierrej@dominica.gov.dm ; cc: dtp.procurement@gmail.com
GCC 14.9	<i>Not Applicable</i>
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.

GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment will be based on deliverables as per specifications
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 45 days. The interest rate that shall be applied is London Inter Bank Offered Rate (LIBOR) +1%
GCC 18.1	A Performance Security <i>shall not be required</i>
GCC 18.3	If required, the Performance Security shall be in the form of: <i>NA</i>
GCC 18.4	Discharge of the Performance Security shall take place: <i>NA</i>
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Ministry of Public Works and the Digital Economy. Caribbean digital Transformation Project (CARDTP) Attention: The Project Manager All goods must be adequately / appropriately packed and marked to facilitate safe handling / delivery and easy identification
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: <i>Not Applicable</i>
GCC 25.1	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: <i>Not Applicable</i>
GCC 25.2	Incidental services to be provided are: <i>Not Applicable</i>

GCC 26.1	<p>The inspections and tests shall be:</p> <p>The Consultant shall:</p> <ul style="list-style-type: none">• Submit for approval, a User Acceptance Testing Plan with test cases to ensure that the assessment can be done to assure users that the system functions as required in the production environment.• Administer the test plans and obtain feedback.• Make changes to the application based on feedback given.• Prepare user manuals and associated training.• Provide support as needed to stakeholders as they conduct live simulations.• Make changes where necessary to refine the application based on stakeholders' feedback and with the approval of GoCD <p>The test cycle should include the following:</p> <ul style="list-style-type: none">• Unit Testing: Carry out the unit testing to make sure each component and module of the system functions as designed.• Integration Testing: After all modules of the system are developed, integration testing is carried out to make sure that all modules function and perform as expected when working in combination.• Load testing: Since the application will be used by a large number of users in future, load testing will be performed to see how the system performs under heavy loads. This may require fine tuning the web server, application, application server, and/or the database server or network configuration.• Recovery Testing: One of the important aspects of an application is how well it can recover in case of a system failure, server shutdown, or service failure. Tests shall be carried out to see how well the system recovers from crashes and Architecture Functional failures.• Security Testing: Perform detailed security testing of the system. This involves a complete penetration test to make sure the application and the server is not vulnerable to any type of attacks such as SQL injection, XSS attacks, cross-site scripting, command Injection, file path traversal etc. This shall be done by using threat detection and vulnerability scanning software. <p>The following User Acceptance Testing (UAT) approach will be carried out by the Client prior to system acceptance and signoff:</p> <ul style="list-style-type: none">• Usability Testing: Test the navigation between screens, user-friendliness, and workflows of each of the screens. Against this, if deficiencies are identified the interface may be redesigned during this testing phase based on feedback from the Client.
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	<ul style="list-style-type: none"> • Functional Testing: A complete end to end functional testing cycle will run. During the functional test, actual processes, and all key services provided by the GoCD system will be tested against the business requirement, (end to end) to see if the system meets the requirements, stores data and generates reports properly. • Acceptance Testing: An end to end functional and quality of service (including security, performance, and robustness) will be completed by the Client prior to any system sign off. • UAT Test Script – The Consultant will create the UAT test cases and user scenarios to cover all core functionalities of the GoCD. In each test case, write the manual test steps to be followed by the Client’s test team. The Client will use this set, in addition to their own developed UAT test cases to complete the tests.
GCC 26.2	<p>The Inspections and tests shall be conducted at:</p> <p>Caribbean Digital Transformation Project Second Floor, first Domestic Building 19-2 King George V Street Roseau Commonwealth of Dominica</p>
GCC 27.1	The liquidated damage shall be: 0.5% per week
GCC 27.1	The maximum amount of liquidated damages shall be 10%
GCC 28.3	<p>The period of validity of the Warranty shall be: 365 days</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p>Caribbean Digital Transformation Project Second Floor, first Domestic Building 19-2 King George V Street Roseau Commonwealth of Dominica</p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p>

	<p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,</p> <p>Or</p> <p>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 1% per week.</p>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 15 days.
GCC 33.4	Not Applicable

APPENDIX 1

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.

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- 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 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.

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 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.

[DELETE IF NOT REQUIRED]

Performance Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Goods and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

¹ The Guarantor shall insert an amount representing the percentage of the contract Amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in CC 11. The Purchaser should note that in the event of an extension of this date for completion of 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: "The Guarantor agrees to a one-time

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.

extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[DELETE IF NOT REQUIRED]

Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ 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

¹ *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.*

at the named place of destination (for Goods supplied from within the Purchaser's country), as evidenced by copy(ies) of [].⁴

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]⁵, 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.

⁴ *Insert shipping/other applicable documents establishing "delivery" of the Goods in accordance with the applicable Incoterm to the Contract.*

⁵ *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