

# Request for Quotation (RFQ) For the Supply of Goods

Procuring Entity: **Ministry of Commerce, Manufacturing, Business Development, Cooperatives and Consumer Affairs**

Public Procurement Contract Name: **Supply of Whole Wheat Flour**

Public Procurement Contract Reference No.: **002/22/OCP**

Date of issue: **April 20, 2022**

To WHOM IT MAY CONCERN

**The Ministry of Commerce, Manufacturing, Business Development, Cooperatives and Consumer Affairs** of Saint Lucia ("the Procuring Entity") requests your quotation for the supply of **whole-wheat flour** ("the Goods").

Your quotation should be submitted by the deadline of **May 24, 2022** in accordance with the instructions stated in this RFQ and the attached form of Public Procurement Contract Agreement.

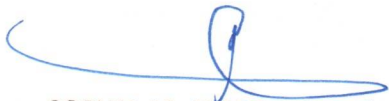
Any Public Procurement Contract resulting from this RFQ shall be subject to Section VI. General Conditions of Contract and Section VII. Special Conditions of Contract, below.

All quotations shall require a validity period of **60** days from the deadline for submission of quotations in accordance with instructions stated in the Instruction to Tenderers (ITT) Sub-Clause 13.1.

All communications with the Procuring Entity about this RFQ must be made in writing in accordance with the instructions stated in the Sub-Clause 7.1.

This RFQ is issued in accordance with Article 51 of the Public Procurement and Asset Disposal Act, No. 19 of 2015 ("the Act").

Yours faithfully,



**SOPHIA M. ALFAY-HENRY (Mrs.)**

**Permanent Secretary**

## Section I. Instruction to Tenderers (ITT)

### 1 Scope of Request for Quotation (RFQ)

- 1.1 The procuring entity issues this RFQ for the supply of goods as specified in Section III. Schedule of Requirements.
- 1.2 Definitions: Throughout this RFQ:
- (a) "days" means calendar days unless stated otherwise;
  - (b) "goods" means objects of every kind and description including commodities, raw materials, manufactured products and equipment, industrial plant, objects in solid, liquid or gaseous form, non-consultancy services and services incidental to the supply of goods such as freight and insurance;
  - (c) "person" includes a corporation or unincorporated body;
  - (d) "procuring entity" –
    - i. means a Ministry, department or other agency of Government;
    - ii. includes a Ministry that acts on behalf of a Constituency Council or statutory body;
  - (e) "quotation" is a written offer submitted by a tenderer to a procuring entity in response to a Request for sealed Quotations;
  - (f) "Request for sealed Quotations (RFQ)" includes any instrument issued by a procuring entity on the basis of which tenderers prepare quotations. This includes any instructions to tenderers, specifications, maps, designs, evaluation criteria, conditions of public procurement contract or other similar items, issued in accordance with Article 51 of the Act;
  - (g) "responsive" in relation to a quotation, means receptive to the basic requirements of the Request for sealed Quotation regarding ability complete and perform on time;
  - (h) "supplier" means a person, including a joint venture (that is, association of several persons, or firms or companies), who provides or could provide goods, services or works to a procuring entity; and
  - (i) "tenderer" means a person, including a joint venture (that is, association of several persons, or firms or companies), who has submitted a tender.

### 2 Documents Comprising the Request for Quotation

- 2.1 The RFQ consists of the following:
- (a) Request for Quotation Invitation;
  - (b) Section I. Instruction to Tenderers (ITT);
  - (c) Section II. Quotation Data Sheet (QDS);
  - (d) Section III. Schedule of Requirements;
  - (e) Section IV. Public Procurement Contract Agreement;
  - (f) Section V. Contract Schedule;
  - (g) Section VI. General Conditions of Contract for Goods (GCC);
  - (h) Section VII. Special Conditions of Contract for Goods (SCC); and
  - (i) Appendix A. Manufacturer's Authorisation.

### 3 Participation and Eligibility of Tenderers

- 3.1 Only invited tenderers to whom this RFQ is addressed may submit a quotation in response to this RFQ.

- 3.2 In order to be eligible to participate in public procurement, a tenderer shall demonstrate to the satisfaction of the procuring entity that it:
- (a) has the legal capacity to enter into the public procurement contract; and
  - (b) is not insolvent, in receivership, bankrupt or being wound up, its affairs are not being administered by a court or a judicial officer, and its business activities have not been suspended; and
  - (c) has fulfilled obligations to pay taxes and social security contributions; and
  - (d) complies with the laws of Saint Lucia; and
  - (e) does not have a conflict of interest in relation to the public procurement requirement;
  - (f) or any director or officer, has not been convicted of any criminal offence relating to the professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a public procurement contract within a period of five (5) years preceding the commencement of the public procurement procedure; and
  - (g) is not subject to suspension, or none of its directors or officers have been associated with a tenderer or supplier subject to suspension in Saint Lucia, the region or internationally.

#### **4 Conduct of Tenderers and Suppliers**

- 4.1 All tenderers and suppliers must act in accordance with Article 115 of the Act.

#### **5 Qualifications of Tenderers**

- 5.1 A tenderer participating in the procurement process shall possess the necessary professional, technical, financial and managerial resources and competence to effectively perform a public procurement contract to supply the goods stated in Section III. Schedule of Requirements. The specific qualification requirements relevant to this RFQ are stated in the QDS.

#### **6 Cost of Tendering**

- 6.1 A tenderer is solely responsible for all expenses incurred in preparation and submission of its quotation. The procuring entity shall not be liable for any costs or expenses incurred by a tenderer as a result of participating in this procurement process.

#### **7 Clarification of the RFQ**

- 7.1 A tenderer may seek clarification or modification of the RFQ by contacting the procuring entity in writing at the procuring entity's address as specified in the QDS. The procuring entity shall respond in writing to all requests for clarification without identifying the source of the request, provided that such requests are received no later than the time specified in the QDS. The procuring entity shall simultaneously provide its response to all tenderers to whom this RFQ has been sent. Should the procuring entity consider it necessary to amend the RFQ as a result of any clarification, it shall do so following the procedure under ITT Clause 8.

#### **8 Modifications to the RFQ**

- 8.1 A procuring entity may make modifications to the RFQ at any time prior to the deadline for the submission of quotations by issuing an addendum. The addendum shall be immediately issued to each tenderer who has obtained the RFQ documents directly from the procuring entity.

- 8.2 If necessary, the procuring entity shall extend the deadline for submission of quotations to allow tenderers an opportunity to take such modifications into account in preparing their quotation.

## 9 Language of Quotations

- 9.1 Quotations and any subsequent correspondence or documents relating to the quotation exchanged by the tenderer and the procuring entity, shall be written in English.

## 10 Quotation Prices

- 10.1 The price offered by the tenderer in the completed Schedule of Requirements of its submitted quotation shall be the total price conforming to all the requirements of the RFQ and in accordance with the relevant Incoterm specified **in the QDS**.
- 10.2 The disaggregation of price components in Section III. Schedule of Requirements is required solely for the purpose of facilitating the comparison of quotations. This shall not in any way limit the procuring entity's right to contract on any of the terms offered.
- 10.3 The prices quoted in Section III. Schedule of Requirements, shall state:
- (a) for goods of origin in Saint Lucia:
    - i. the price of the goods in accordance with the Incoterm specified; and
    - ii. any sales and other taxes already paid or payable on the goods upon an award of the public procurement contract.
  - (b) For goods of origin outside Saint Lucia that have already been imported:
    - i. the price of the goods in accordance with the Incoterm specified; and
    - ii. any customs duties and other import taxes already paid or to be paid; and
    - iii. any sales and other taxes already paid or payable on the goods upon an award of the public procurement contract.
  - (c) For goods of origin outside Saint Lucia that are to be imported:
    - i. the price of the goods in accordance with the Incoterm specified; and
    - ii. the price of insurance, inland transportation and other local services, as required by the applicable Incoterm.

## 11 Currency of Quotation

- 11.1 The tenderer shall submit its quotation in a currency stipulated **in the QDS**.
- 11.2 Payment shall be made in the currency of the public procurement contract.

## 12 Manufacturer of the Goods

- 12.1 If the tenderer is not the manufacturer of the goods that are to be supplied under any resulting contract, the tenderer must be duly authorised directly by the manufacturer or through the manufacturer's authorised reseller of the goods to supply the goods in Saint Lucia, unless otherwise stated **in the QDS**.
- 12.2 Where documentary evidence of the manufacturer's or reseller's authorisation is required as part of the quotation, such requirement shall be stated **in the QDS**. The procuring entity reserves the right to request documentary evidence of the tenderer's authorisation at any time prior to the award of the contract.

## 13 Validity of Quotations

- 13.1 Quotations shall remain valid for the period of time specified **in the QDS** following the quotation submission deadline. A quotation valid for a shorter period shall be rejected by the procuring entity as non-responsive.

- 13.2 The validity period of a quotation may be extended only with the agreement of the tenderer. The procuring entity's request for extension of the validity of the quotation and the tenderer's response shall be made in writing.

#### **14 Documents Comprising the Quotation**

- 14.1 The documents required for the submission of a quotation are detailed **in the QDS**.

#### **15 Submission of the Quotation**

- 15.1 A quotation shall be submitted in written form, duly signed and authorised by the tenderer in a single, sealed envelope, clearly marked on the front of the envelope with only the public procurement contract name and public procurement contract reference number provided in the RFQ, at the place and time prior to the deadline indicated **in the QDS**.
- 15.2 A tenderer is permitted to submit only one quotation.
- 15.3 Quotations received after the submission deadline shall be rejected and returned unopened.
- 15.4 Submission of quotations is permitted by hand or mail or by courier, at the option of the tenderer. Where alternative methods of submission are permitted, they shall be stated **in the QDS**.
- 15.5 A tenderer may withdraw, substitute or modify its quotation after it has been submitted and prior to the deadline for submission of quotations by sending a written notice, duly signed by an authorised representative. The corresponding substitution or modification of the quotation shall accompany the respective written notice, and submitted in accordance with Sub-Clause 15.1 with the addition of "substitution" or "modification" marked on the envelope. Withdrawn quotations shall be returned to the tenderer.
- 15.6 Quotations may not be modified or withdrawn by the tenderer after the deadline for submission of quotations.

#### **16 Quotation Submission Declaration**

- 16.1 A tenderer shall be committed to provide the goods in accordance with this RFQ and its quotation submission should it be awarded a contract prior to the expiration of the quotation validity period.
- 16.2 The procuring entity may issue a notification of award of contract prior to the contract issuance. The notification of award of contract shall constitute a binding contract between the procuring entity and the tenderer.
- 16.3 If a tenderer modifies or withdraws their quotation at any stage following the deadline for the submission of quotations, or fails or refuses to execute a contract issued prior to the expiry of the quotation validity period, the procuring entity may seek to suspend the tenderer in accordance with Article 114 of the Act.

#### **17 Responsiveness of Quotations**

- 17.1 The procuring entity's determination of a quotation's responsiveness is to be based solely on the contents of the quotation.
- 17.2 A substantially responsive quotation is one that:
- (a) meets the requirements stated in the RFQ, including all terms, conditions and specifications, without any material deviation, reservation or omission; and
  - (b) provides the required completed documentation and information.

- 17.3 Where there is a minor deviation in any quotation that did not warrant rejection of the quotation, such minor deviation shall be quantified by the procuring entity in monetary terms, as far as possible.
- 17.4 Partial quotations shall not be permitted unless otherwise stated in the QDS.
- 17.5 Unless partial quotations are permitted as indicated in ITT Sub-Clause 17.4, quotations that do not offer all the goods stated in Section III. Schedule of Requirements, shall be considered non-responsive.

## **18 Rejection of Quotations**

- 18.1 A procuring entity shall reject a quotation if the procuring entity determines that-
- (a) the quotation is determined to be non-responsive; or
  - (b) the tenderer is not eligible based on the eligibility criteria stated in ITT Clause 3; or
  - (c) the tenderer is not qualified to perform the public procurement contract, based on the qualification criteria stated in ITT Clause 5; or
  - (d) the tenderer submitting the quotation, its agent or any party authorised to act on its behalf has acted in a manner inconsistent with standards of conduct required of tenderers and suppliers as stated in ITT Sub Clause 4.1; or
  - (e) the tenderer has a conflict of interest that materially affects fair competition or diligent performance of the public procurement contract or is prejudicial to the interests of the procuring entity.

## **19 Evaluation of Quotations and Award of Public Procurement Contract**

- 19.1 Except where partial quotations are permitted under ITT Sub-Clause 17.4, the public procurement contract shall be awarded to the tenderer submitting the lowest priced substantially responsive quotation. The evaluation criteria are stated in the QDS.
- 19.2 Where partial quotations are permitted as stated in ITT Sub-Clause 17.4, the method to determine the lowest priced substantially responsive quotations is stated in the QDS.
- 19.3 The evaluation of prices shall be based on the specified Incoterm and delivery location, exclusive of any applicable customs duties, sales or other taxes payable on the goods in Saint Lucia.

## **20 Negotiation of the Quotation**

- 20.1 No negotiation of the offered unit prices in a submitted quotation shall be undertaken except in the case of direct contracting.
- 20.2 Negotiations may be held to amend the scope of the final public procurement contract, provided that the purpose of fair and equal treatment is maintained.

## **21 Variation of Quantities**

- 21.1 At the time the public procurement contract is awarded, the procuring entity reserves the right to increase or decrease the quantity of goods specified in Section III. Schedule of Requirements provided such variation does not exceed the percentages stated in the QDS, and without any change in the unit prices or other terms and conditions of the quotation and the RFQ.

## **22 Notification and Award of Public Procurement Contract**

- 22.1 Prior to the expiration of the period of quotation validity, the procuring entity shall notify the successful tenderer, in writing, that its quotation has been accepted. Until a formal

- public procurement contract is prepared and executed, such written notification of award shall constitute a binding public procurement contract.
- 22.2 The public procurement contract shall be awarded within seven (7) days of the notice to the successful tenderer that its quotation has been accepted.
- 22.3 Within seven (7) days of the public procurement contract being signed by both parties, the procuring entity shall publish a public notice of the public procurement contract award in the location stated **in the QDS**.
- 22.4 The notice of the award shall contain the following information:
- (a) the name and reference number of the public procurement contract;
  - (b) the name and address of each supplier to which a public procurement contract was awarded;
  - (c) the public procurement contract price; and
  - (d) a summary of the scope of the public procurement contract and its duration.
- 22.5 After the publication of award, an unsuccessful tenderer may submit a request in writing to the procuring entity for a debriefing, seeking an explanation of the grounds on which its quotation was not selected. Within seven (7) days, the procuring entity shall respond in writing to any unsuccessful tenderer providing the reason(s) its quotation was unsuccessful. Requests for debriefing shall be submitted within thirty (30) days of the publication of award.
- 22.6 The successful tenderer shall sign and return the contract within fourteen (14) days following its issuance to the tenderer. If the supplier fails to return the contract signed within the stated time period, the procuring entity may cancel the contract and seek to award the contract to the next best lowest priced substantially responsive quotation.
- 22.7 If the successful tenderer refuses or fails to sign and return the written contract in the timeframe specified in ITT Sub-Clause 22.6, the procuring entity may suspend the tenderer from participating in future procurement proceedings in accordance with Article 114 of the Act.

### **23 Complaints and Review**

- 23.1 A tenderer may make a complaint to the procuring entity in respect to the public procurement procedure if it believes there has been a breach of the Act or the Regulations. The complaint shall be made as soon as the grounds for the complaint arose and in any event within seven (7) days of the date of the award of a public procurement contract notice has been issued.
- 23.2 The procuring entity shall, within seven (7) days of the receipt of the complaint, provide a reasoned opinion in writing either dismissing or accepting the complaint.
- 23.3 In the absence of a response from the procuring entity in accordance with ITB Sub-Clause 23.2 or should the tenderer disagree with the decision, the tenderer may apply for a review of the public procurement procedure in accordance with Article 84 of the Act.

### **24 Confidentiality**

- 24.1 The procuring entity shall keep confidential any information relating to public procurement procedures and to quotations, including any tenderer's proprietary information.
- 24.2 Without prejudice to the generality of ITB-Sub Clause 24.1, the procuring entity shall not, except where required to do so by an order of a court, disclose any information relating to public procurement procedures and quotations, where the disclosure would –
- (a) amount to a contravention of an enactment;
  - (b) obstruct law enforcement;

- (c) prejudice the legitimate commercial interest of the parties;
- (d) inhibit fair competition in public procurement; or
- (e) in anyway be contrary to public interest.

## **25 Cancellation of Procurement Process**

25.1 The procuring entity may cancel the process of procurement:

- (a) at any time prior to the award of the public procurement contract, where:
  - i. the object of the public procurement is no longer required; or
  - ii. it becomes necessary to modify the specifications or critical aspects of the conditions of the RFQ; or
  - iii. following the evaluation of the quotations -
    - a. all the quotations are non-responsive; or
    - b. the lowest evaluated quotation is substantially above the applicable updated cost estimate.

25.2 Upon the cancellation of an RFQ process, the procuring entity shall return any unopened quotations to the respective tenderers.

25.3 The procuring entity shall immediately communicate its decision to cancel an RFQ process, as well as the reasons for such cancellation, to all invited tenderers.

## **26 Expected Timeline for the RFQ Process**

26.1 An indicative timeline for this RFQ process is provided **in the QDS**. The procuring entity shall endeavour to adhere to this timeline but reserves the right to alter the timeline, where necessary.

26.2 The tenderer commits to deliver the goods in accordance with the requirements of the RFQ by the Delivery Deadline for Receipt of Goods and completion of Contract based on Expected Award of Public Procurement Contract date.



## Section II. Quotation Data Sheet (QDS)

The Procuring Entity must complete all highlighted sections and delete the *italics* prior to issuance of the RFQ.

ITT Clause Reference	
ITT 5.1	The qualification requirements must be in keeping with the requirements stated in this "REQUEST FOR QUOTATIONS" <b>Tenderers must be registered /licenced manufacturers/distributors of the required commodity and must have supplied similar quantities within the last 24 months.</b>
ITT7.1	All requests for clarification must be sent to the following address: Permanent Secretary Ministry of Commerce, Manufacturing, Business Development, Cooperatives and Consumer Affairs 4 <sup>th</sup> Floor Heraldine Rock Building The Waterfront Castries St. Lucia  Tel – 1 758 468 4203/ 1 758 468 4224/ 1758 468 4225 Email – <a href="mailto:mincommerce@govt.lc">mincommerce@govt.lc</a> <a href="mailto:pariet.herman@govt.lc">pariet.herman@govt.lc</a> <a href="mailto:benedict.joseph@govt.lc">benedict.joseph@govt.lc</a>  The deadline for the receipt of clarifications is: <b>May 6, 2022</b>
ITT 10.1	The Incoterm edition - All quotations must be CIF
ITT 11.1	Quotations shall be submitted in the following currencies: <b>Eastern Caribbean Dollar (XCD)</b>
ITT 12.1	The tenderer shall require the Manufacturer's Authorisation to supply the goods stated within this RFQ.
ITT 12.2	
ITT 13.1	Quotations shall remain valid for a period of sixty <b>(60) calendar days</b> from deadline for the submission of quotations.
ITT 14.1	The documents required for the submission of a quotation are: (a) Section III. Schedule of Requirements
ITT 15.1	The address for submission of quotations is:

	<p><b>The Permanent Secretary Ministry of Commerce, Manufacturing, Business Development, Cooperatives and Consumer Affairs Heraldine Rock Building The Waterfront Castries St. Lucia</b></p> <p><b>The deadline for receipt of quotations is: May 24, 2022 at 4:00 pm AST</b></p>
ITT 15.4	Alternative methods of submission shall not be permitted. <i>(where alternative methods are permitted, details of submission must be provided)</i>
ITT 16.4	Partial quotations shall not be considered.
ITT 19.1	The quotations shall be evaluated based on the following criteria: <b>Timeliness of Supplies, Quality of Supplies, Satisfied all tender Requirement, Price</b>
ITT 19.2	The lowest priced substantially responsive quotations shall be determined on a lot basis <b>NOT APPLICABLE</b>
ITT 21.1	The maximum percentage by which quantities may be increased is: <b>N/A</b> The minimum percentage by which quantities may be increased is: <b>N/A</b>
ITT22.3	The notification of award shall be published in the following location: <b>Ministry of Commerce, Manufacturing, Business Development, Cooperatives and Consumer Affairs</b>
ITT 26.1	The indicative timeline for this RFQ process is:
Deadline for Submission of Quotations	<b>May 24, 2022</b>
Expected Award of Public Procurement Contract Date	<b>June 30, 2022</b>
Deadline for Receipt of Goods and completion of Contract(based on Expected Award of Public Procurement Contract Date)	<b>MAY 31, 2023 or as long as supplies last as agreed between contracting parties.</b>



## Specifications

The procuring entity shall state the required specifications for each item listed in the Schedule of Requirements. (additional tables should be added as necessary or attach as a separate appendix)

Full specifications of the goods required under this RFQ are provided below.

The tenderer must state whether they “**comply**” or “**not comply**” to the requirement of each part of the description breakdown for each item they are providing a quotation. Failure to respond to each element of the description breakdown shall be considered to have not met the specification requirements and deemed non-responsive for that item.

<b>Item No. 1: [insert description of item as stated in Schedule of Requirements table](e.g. Laptops)</b>			
<b>Ref No.</b>	<b>Description Breakdown (state the full breakdown of the specification)</b>	<b>Requirement (state any minimum/maximum, performance requirements etc)</b>	<b>Comply / Not Comply (tenderer to complete)</b>
	PACKAGING	<p>Whole Wheat Flour shall be packaged in containers that will safeguard the hygienic, nutritional, and technological characters of the flour and protect it against contamination or absorption of moisture.</p> <p>Containers shall be made of materials that are safe and suitable for the purpose, such as bags or sacks made of new cotton cloth, multi-wall paper, strong paper and new plastic film.</p> <p>Containers shall not contaminate the product by migration of any toxic substance, or give the flour any undesirable odor or flavour.</p>	
	List of ingredients	Wheat flour (DNS) Gluten, Multazyme, Germ N5, Multec Data MP20, Wheat Middling(fine)	
	Characteristic physicochemical	Humidity: Between 12% and 14.5% Protein: Between 12% and 15% Ashes rate: 0.52 and 1.5% Hadgerg test: Wet gluten: 22%	
	Main sanitary characteristic	Aerobic plate count <200000 ufc/g	

		<p>Molds and yeasts &lt; 10000 ufc/g  E.Coli &lt; 10 ufc/g  Sulfite-reducing anaerobes at 46°C &lt; 10 ufc/g  Salmonellas: absence germes/25g  Staphylocoque Aureus coagulase + &lt; 10 ufc/g</p>	
	Packing	<p>Packing: Woven Polypropylene Bags  Net Weight: 22.68 kg</p>	
	Labelling	<p>The labelling on retail packages of flour shall be in the English Language, clearly and prominently displayed, and readily legible under customary conditions of purchase and use.</p> <p>3-a The information carried on the label shall include the following:</p> <p>(a) The name of the food, "Whole Wheat Flour"  (b) Any brand name or trade name  (c) The name of the manufacturer or of the person controlling the brand name or trade name, together with an adequate postal address  (d) The name of the country of origin  (e) The net contents of each package when packed in terms of units of mass in grams (g) or kilograms (Kg), (which may also be shown in avoirdupois pounds and ounces) using Arabic numerals  (f) The batch number, date of manufacture, together with expiry date or best before date of minimum durability  (g) Handling and Storage instructions</p>	
	Meanings of conservation	<p>Shelf: To be consumed within days after the date of manufacture  Storage instructions: A keep away from heat and moisture</p>	

	Storage and palletisation	Storage Type: Warehouse Materials Pallet: Plastic palettization Plan: 5 rows and 8 columns (40 bags)	
	Payment terms	60 to 90 days after the arrival of the vessel	
	Transportation	The Whole wheat flour shall be shipped, sealed, containerized in vessels suitable for transporting food stuff for human consumption.	
	Insurance Certificate	Certificate of Insurance must accompany shipment	
	Quality Assurance	Certificate of Analysis must accompany shipment	
	Country of Origin	Country of Origin Shall be stated	

## Section IV: Public Procurement Contract Agreement

This CONTRACT AGREEMENT is made on .....

BETWEEN

**The Ministry of Commerce, Manufacturing, Business Development**, and having its principal place of business at *[4th Floor Heraldine Building, Waterfront Castries (Hereinafter called "the Procuring Entity")* of the one part

AND

*[Enter name of Supplier.....]*and having its principal place of business at *[enter address of Supplier (Hereinafter called "the Supplier")* of the other part.

NOW THIS CONTRACT AGREEMENT IS AGREED AS FOLLOWS:

1. **The Procuring Entity requires the [Whole Wheat Flour]** (Hereinafter called "**the Goods**")
2. The Supplier offers to supply the Goods in conformity with this Contract Agreement for the sum of \_\_\_\_\_ in words \_\_\_\_\_ (enter currency) (enter currency) \_\_\_ in figures \_\_\_ [inclusive/exclusive of VAT/sales taxes] *[amend as necessary]*.
3. Further to the Notification of Award of a Public Procurement Contract on [enter date] the Procuring Entity, accepts the Supplier's offer and agrees that, in consideration for the supply and delivery of the Goods by the Supplier, the Procuring Entity shall pay the Supplier in accordance with this agreement.
4. The following document(s) shall be deemed to form and be read as part of this Public Procurement Contract:
  - (a) This Contract Agreement;
  - (b) Contract Schedule;
  - (c) Special Conditions of Contract for Goods;
  - (d) General Conditions of Contract for Goods;
  - (e) The Supplier's Quotation;
  - (f) The Request for Quotation;
  - (g) Insurance Certificate
  - (h) Certificate of Analysis

In the event of any discrepancy or inconsistency within the Public Procurement Contract documents, then the documents shall prevail in the order listed above.

This Contract Agreement and the documents stated in Part 4 above, constitutes the entire agreement between the Procuring Entity and the Supplier and superseded by all communications, negotiations and agreements (whether written or oral) of the parties made prior to the date of the Public Procurement Contract.

This Contract Agreement is executed in accordance with the laws of Saint Lucia on the day, month and year indicated above.

For and on behalf of the Procuring Entity

**Name:** SOPHIA M. ALFAY-HENRY  
**Signed:**  
**In the capacity of:** Permanent Secretary

For and on behalf of the Supplier

**Name:** .....  
**Signed:** .....  
**In the capacity of:** .....





**Castries**

**St. LUCIA**

EMAIL - mincommerce@govt.lc

Tel - 1 758 468 4203

**For and on behalf of the Supplier**

Name

Position

Address

Telephone number

Fax number

Electronic email address

## Section VI. General Conditions of Contract for Goods (GCC)

### 1 Definitions

- 1.1 The following words and expressions shall have the meaning hereby assigned to them:
- (a) "contract" refers to the public procurement contract and means the Public Procurement Contract Agreement, together with the contract documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein, between a procuring entity and a supplier resulting from public procurement procedures;
  - (b) "contract documents" means the documents listed in the Public Procurement Contract Agreement, including any amendments thereto;
  - (c) "days" means calendar days unless otherwise stated;
  - (d) "goods" means objects of every kind and description including raw materials, products, computer software, software licences and equipment and objects in solid, liquid or gaseous form, and electricity, as well as services incidental to the supply of the goods if the value of those incidental services does not exceed that of the goods themselves;
  - (e) "in writing" means communicated in written form with proof of receipt;
  - (f) "person" includes a corporation or unincorporated body;
  - (g) "procuring entity" –
    - (i) means a Ministry, department or other agency of the Government of Saint Lucia;
    - (ii) includes a Ministry of the Government of Saint Lucia that acts on behalf of a Constituency Council or statutory body; and
  - (h) "supplier" means a person, including a joint venture (that is, association of several persons, or firms or companies), who provides or could provide goods, services or works to a procuring entity.

### 2 Interpretations

- 2.1 Incoterms: Unless inconsistent with any provision of the contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be governed by the rules prescribed by the current edition of Incoterms, as specified in the SCC.
- 2.2 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 authorised representative of each party thereto.
- 2.3 Non-waiver:
- (a) Subject to Sub-Clause 2.3(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 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 authorised representative of the party granting such waiver, and must specify the right and the extent to which it is waived.

### 3 Governing Law

- 3.1 This contract shall be governed by and interpreted in accordance with the laws of Saint Lucia.

#### **4 Language of the Contract**

4.1 The contract as well as all correspondence and documents relating to the contract exchanged by the supplier and the procuring entity shall be written in English.

#### **5 Assignment**

5.1 Neither the procuring entity nor the supplier shall assign, in whole or in part, its obligations under this contract, except with prior written consent of the other party.

#### **6 Notices**

6.1 Any notice given by one party in respect to the contract shall be in writing to the address specified in the contract.

#### **7 Delivery**

7.1 Delivery shall be made in accordance with the Incoterm stated in the Contract Schedule, to the delivery address and by the latest delivery deadline stated **in the SCC**.

#### **8 Insurance**

8.1 The contract shall be governed by the Incoterm stated in the Contract Schedule. Where an Incoterm is not stated in the Contract Schedule, the supplier shall be liable for insurance of the goods against loss or damage incidental to the manufacture or acquisition, transportation, and delivery, up to the point of delivery & storage. Goods shall be insured at 110% of their contracted price in the currency of the contract, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterm. Here after, the goods become the responsibility of the procuring entity.

#### **9 Contract Price**

9.1 The prices stated in the Contract Schedule are firm and fixed and not subject to any adjustment during contract performance, with the exception of any price adjustments that may apply as stated **in the SCC**.

9.2 In the event of any discrepancy or inconsistency in the contract price stated within the contract documents, the figure written in words in the public procurement contract agreement shall take precedence.

#### **10 Payment**

10.1 The procuring entity shall pay to the supplier the sum in accordance with the payment schedule stated **in the SCC** following:

(a) the issuance from the procuring entity of an Acceptance Certificate that confirms the conditions for payment have been met; and

(b) The supplier's submission of the original invoice is made to the procuring entity.

10.2 Payments, in the currency of the contract, shall be made promptly by the procuring entity, but in no case later than the timeframe stated **in the SCC**.

10.3 The supplier shall be entitled to interest at the rate shown **in the SCC** where the procuring entity fails to pay any payment by its due date, as defined in Sub-Clause 10.2 above.

#### **11 Taxes and Duties**

11.1 For goods manufactured outside Saint Lucia, the supplier shall be entirely responsible for all taxes, licence fees, and other such levies imposed outside Saint Lucia.

11.2 For goods manufactured within Saint Lucia, the supplier shall be entirely responsible for all taxes, duties, etc., incurred until delivery of the goods to the procuring entity.

## **12 Confidentiality**

12.1 Notwithstanding any law to the contrary, the procuring entity and supplier shall keep confidential and shall not, without 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 in connection with the contract, whether such information has been furnished prior to, during or following completion or termination of the contract.

## **13 Packing and Documents**

13.1 The supplier shall provide such packing of the goods as is required to prevent its damage or deterioration during transit to its final destination, as indicated in the contract.

13.2 The packing, marking and documentation requirements shall comply strictly with any instructions that are stated **in the SCC**.

## **14 Inspection**

14.1 The procuring entity shall inspect the goods upon delivery to determine that they have been delivered in accordance with the contract. The procuring entity shall issue an Acceptance Certificate once it is satisfied the goods have been delivered in accordance with the contract.

14.2 The procuring entity may designate third party inspection agencies to inspect the goods on its behalf to determine the goods adherence to the specifications stated in the contract. If the goods are subject to third party inspections, details shall be stated **in the SCC**.

## **15 Liquidated Damages**

15.1 Except as provided under Clause 17, if the supplier fails to deliver any or all of the goods within the period specified in the contract, the procuring entity may without prejudice to all its other remedies under the contract, deduct liquidated damages from the contract price until actual delivery is completed, as prescribed **in the SCC**.

## **16 Warranty**

16.1 The supplier warrants that all the goods are new, unused, and of the most recent or current models, unless otherwise stated in the contract.

16.2 The supplier further warrants that the goods shall be free from defects arising from any act or omission of the supplier, under normal use.

16.3 The warranty shall remain valid for the period of time as indicated **in the SCC**.

16.4 Should any defect occur during the warranty period, the procuring entity shall give written notice to the supplier stating the nature of any such defects and shall promptly provide evidence following the discovery thereof.

16.5 Upon receipt of such notice, the supplier shall expeditiously repair or replace the defective goods or parts thereof, at no cost to the supplier.

16.6 If the supplier fails to remedy the defect within thirty (30) days, the procuring entity may proceed to take remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the procuring entity may have against the supplier under the contract.

## 17 Force Majeure

- 17.1 The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force-Majeure.
- 17.2 For purposes of this clause, "Force-Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, acts of the procuring entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 17.3 If a Force-Majeure situation arises, the supplier shall promptly notify the procuring entity in writing of such condition and the cause thereof. Unless otherwise directed by the procuring entity in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

## 18 Termination

### Termination for Default

- 18.1 The procuring entity, 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:
- (a) 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 procuring entity pursuant to Sub-Clause 6;
  - (b) if the supplier fails to perform any other obligation under the contract; or
- 18.2 In the event the procuring entity terminates the contract in whole or in part, pursuant to Sub-Clause 18.1 (a), the procuring entity may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered or not performed, and the supplier shall be liable to the procuring entity for any additional costs for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

### Termination for Insolvency

- 17.3 The Procuring Entity 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 shall not prejudice or affect right of action or remedy that has accrued or shall accrue thereafter to the procuring entity.

## Section VII: Special Conditions of Contract for Goods (SCC)

The Procuring Entity must complete all highlighted sections and delete the *italics* prior to issuance of the RFQ.

GCC Clause Reference	
GCC 2.1	The current version of Incoterms is: [Incoterms 2010 and changes made in 2020].  <b>CIF ST. LUCIA</b>
GCC 7.1	The supplier shall deliver the goods to the following location: <b>Port Castries</b> <b>Faux A Chaux</b> <b>Castries St. Lucia</b>
GCC 9.1	The contract price shall not be adjustable.
GCC 10.1	The following payment schedule shall apply: Payment shall be within 60-90 days after the arrival of the Goods.
GCC 10.2	The procuring entity shall pay the supplier within <b>sixty days (60)</b> days following submission of an invoice by the supplier.
GCC 10.3	
GCC 13.1	<b>Packing Requirements</b> The supplier shall provide all goods in accordance with the following packing requirements: as stated in the schedule of requirements
GCC 13.2	<b>Document Requirements</b> The following documents are required as part of the Public Procurement Contract: <ul style="list-style-type: none"> <li><b>ii. Contract Agreement;</b></li> <li><b>iii. Contract Schedule;</b></li> <li><b>iv. Special Conditions of Contract for Goods;</b></li> <li><b>v. General Conditions of Contract for Goods;</b></li> <li><b>vi. The Supplier's Quotation;</b></li> <li><b>vii. The Request for Quotation;</b></li> <li><b>viii. Insurance Certificate</b></li> <li><b>ix. Certificate of Analysis</b></li> </ul>
GCC 14.2	The goods shall be subject to inspection prior to delivery. <i>The goods shall be inspected in accordance with <b>Section 23 of the Standards Act CAP 13.25 of the revised laws of St. Lucia</b></i>
GCC 15.1	Liquidated damages shall be claimed at a sum equivalent to [insert]% of the delivered price of the delayed goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of [insert]%. <b>NOT APPLICABLE</b>
GCC 16.3	The warranty period shall remain valid for a period of <b>six (6) weeks</b> after the goods have been satisfactorily delivered.