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 **Milled Parboiled Rice**
Public Procurement Contract Reference No.: 003/23/OCP

May 09, 2023

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 **Milled Parboiled Rice (*Medium*) classified as Grade C Long Grain Rice, ("the Goods").**

Your quotation should be submitted by the deadline of **June 07, 2023 at 4:00 pm AST** in accordance with the instructions stated in this RFQ and the attached form of Public Procurement Contract Agreement.

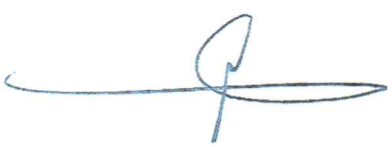
Any Public Procurement Contract resulting from this RFQ shall be subject to Section VI. General Conditions of Contract for Goods and Section VII. Special Conditions of Contract for Goods, below.

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 Article51 of the Public Procurement and Asset Disposal Act, Cap. 15.10 ("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, and services incidental to the supply of the 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 SaintLucia.

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 should be in keeping with the requirements stated in this "REQUEST FOR QUOTATION" **Tenderers must be registered/licensed manufacturers/distributors of the required commodities and must have supplied similar quantities within the last 24 months**
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** **4th Floor** **Heraldine Rock Building** **The Waterfront** **Castries** **St. Lucia** Tel – 1 758 468 4203/ 1 758 468 4224/ 1758 468 4225 Email – mincommerce@govt.lc wendy.frederick@govt.lc cindy.eugene@govt.lc The deadline for the receipt of clarifications is: **MAY 19, 2023**
ITT 10.1	The Incoterm edition is currently Incoterms 2010 and changes made in Incoterms 2020. All quotations must be CIF.
ITT 11.1	Quotations shall be submitted in the following currencies: United States Dollar (USD) The rate of exchange to be used for evaluation purposes is [1.00USD = [2.7169 XCD]
ITT 12.1	The tenderer shall require the Manufacturer's Authorisation to supply the goods stated within this RFQ. N/A .
ITT 12.2	*(State the documentary evidence required to demonstrate the manufacturer's authorisation. A manufacturer's authorisation template letter is attached as an appendix) N/A*
ITT 13.1	Quotations shall remain valid for a period of [60] calendar days 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 (b) add any additional documentary requirements*(including any requirements stated at ITT 5.1*
ITT 15.1	The address for submission of quotations is: **The Secretary** **Central Public Procurement Board** **Ministry of Finance** **Finance Administrative Centre** **Pointe Seraphine`** **Castries** **St. Lucia** **The deadline for receipt of quotations is: JUNE 07, 2023 at 4:00 pm AST**
ITT 15.4	Alternative method of submission N/A
ITT 16.4	Partial quotations shall be considered: To supply fifty two thousand, eight hundred (100 lb) bags or one hundred and five thousand six hundred (50lb) bags of Parboiled Rice or a part thereof to be shipped over a twelve (12) month period or as long as quantities last as agreed between the contracting parties.
ITT 19.1	The quotations shall be evaluated based on the following criteria: Timeliness of Supplies, Quality of Supplies, Satisfied all tender Requirement, Price
ITT 19.2	The Ministry does not accept the lowest or any bid.
ITT22.3	The notification of award shall be published in the following location: Through the Central Public Procurement Board/ Ministry of Finance
ITT 26.1	The indicative timeline for this RFQ process is

Deadline for Submission of Quotations	**JUNE 07, 2023**
Expected Award of Public Procurement Contract Date	**JULY 01, 2023**
Deadline for Receipt of Goods and completion of Contract (based on Expected Award of Public Procurement Contract Date	**JUNE 30, 2024** or such other time as duly extended by addendum hereof or by separate agreement

Section III. Schedule of Requirements

We hereby offer to supply the goods stated herein, in accordance with this RFQ as follows:

Currency: United Sates Dollar *conversion rate is 1USD to 2.7169 EC$*

Item No.	Description		Qty	Unit of Measure	Unit Price	Total Line Item Price
	Milled Parboiled Rice ***(Medium)*** classified as **Grade C Long Grain Rice** in accordance with SLNS 69 of 2015 for specific requirements		**52,800 (100 lb) or 105,600 (50 lb) bags or part thereof**	**(50 or 100 lbs) bags**		
					Cost of delivery*(for local delivery only)*	
					Cost of freight transportation *(for goods to be imported into Saint Lucia)*	
					TOTAL QUOTATION PRICE EXCLUSIVE OF CUSTOM DUTIES & TAXES [CIF St. LUCIA]	**CIF**
					Cost of import taxes and custom duties (*for goods manufactured outside of Saint Lucia that have already been imported*)	
					Cost of local taxes *(for goods manufactured or already imported into Saint Lucia e.g. VAT)*	
					TOTAL QUOTATION PRICEINCLUSIVE OF ALL CUSTOM DUTIES & TAXES [EX- FACTORY Government Supply Warehouse]	

Packing Instructions

Include any specific packing instructions, where applicable

We, the undersigned, declare that:

(a) We offer to supply the goods in conformity with all the requirements stated within the RFQ and in accordance with our quotation;

(b) We confirm we are eligible to participate in this procurement process based on the eligibility requirements stipulated in ITT Sub-Clause 3.2;

(c) This quotation and your written acceptance shall constitute a binding Contract between us;

(d) We understand that if we modify or withdraw our quotation after the deadline of submission for quotations or if we fail or refuse to execute a contract after notification that our quotation has been accepted during the quotation validity period, we may be suspended from future public procurement processes in accordance with the Act;

(e) We understand that you are not bound to accept the lowest or any quotation you receive;

(f) We hereby agree that in quoting for, and in executing any resulting Public Procurement Contract, we undertake to observe the laws against conflict of interest, fraud and corruption as stated in the Public Procurement and Asset Disposal Act 2015.

....

Authorised Signature Name in Capitals Position

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.

1. Classification

The Rice shall be classified as **Grade C *Long Grain Rice.***

Rice with 80% or more of kernels after milling to a well- milled degree, having a length of at least 6.67 mm and a length/width ratio of over 3.0.

2. General Organoleptic and Health Characteristics

Rice shall be safe and suitable for human consumption. Rice shall be free from abnormal flavours, colours, living or dead insects, insect fragments and mites.

The product shall be prepared and handled in accordance with the appropriate sections of the Codex Alimentarius Commission, CAC/RCP 1 - 1969 General Principles of Food Hygiene (Adopted 1969, Amendment 1999, Revision 1997 and 2003).

Rice shall comply with the maximum residue limits for pesticides established by Codex Alimentarius Commission. Pesticide Residues in Food and Feed, commodity details GC 0649 – Rice.

The products shall be free of heavy metals in amounts which may represent a hazard to human health. Concentration of arsenic shall be declared.

3. Grade Requirements

Table 6 - Requirements of Milled Parboiled Rice

(All values are maximum except where otherwise indicated)

FACTORS	Grade C (%)
Moisture Content	**14.0**
Paddy	**0.3**
Broken Kernels	**10.0**
Damaged Kernels (Singly or Combined)	**2.5**
Non – Gelatinised Kernels	**0.6**
Red Striated Kernels	**2.0**
Total Foreign matter	
Organic	**0.5**
Inorganic	**0**
Total Foreign Matters	**0.5**
Colour*	
*Colour classification applicable to all grades analysed on milled samples and shall be in accordance to Table 6 (b) of the Standard (whiteness meter reading). Parboiled medium meter reading of 20.0 – 25.9	

Category of Rice

Parboiled Medium

4. Packaging and Labeling Requirements

The packaging shall not transmit any smell or taste and shall not contain substances which may damage the product or constitute a health risk. New, clean sufficiently strong and machine stitched bags shall be used.

Labeling on each package of Rice shall be in the English Language, clearly and prominently displayed, and readily legible under customary conditions of purchase and use.

4-a The information carried on the label shall include the following:

(a) The name of the food, Parboiled Rice
(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

4-a When the optional ingredient **butylated hydroxytoluene,** is added to the rice the label shall have the following statement prominently stated on the label "Butylated Hydroxytoluene added as a preservative" so that the ordinary individual may understand.

5. Transportation

Parboiled Rice shall be shipped containerized in vessels suitable for transporting foodstuffs for human consumption.

6. Quality Assurance

It is required that Parboiled Rice be produced in accordance with the compulsory standard for Rice (SLNS 69: 2015) and the Technical Corrigendum 1.

Each shipment should be accompanied by a **Certificate of Compliance**.

A **Certificate of Product test** results in conformity with the specifications stipulated in the tender notice must be submitted annually or when origin of supply changes.

A **Microbiological test report** issued by an accredited third party laboratory whose scope includes the parameters listed below must accompany each shipment. Microbiological test report should include the following parameters:

a) Mould
b) Yeast
c) Aerobic Plate Count
d) Coliform count
e) E.coli

7. Quantity

Fifty-two thousand, eight hundred (52,800) (100 lb) bags or one hundred and five thousand, six hundred (105,600) (50lb) bags or part thereof, of Parboiled Rice in monthly shipments to be agreed between the Supplier and Buyer for a period of twelve (12) consecutive months, commencing July 01, 2023.

8. Weight

The Rice must be packed in strong bags of not more than 100 lbs but not less than 50 lbs.

9. Insurance

Insurance coverage must provide for settlement of entire amount of lawful claims.

10. Country of Origin

Information must be provided about the country of origin.

11. Payment Terms

Sixty (60) to (90) days after the arrival of vessel.

Section IV: Public Procurement Contract Agreement

This CONTRACT AGREEMENT is made on the... day of **[enter month, year]**

BETWEEN
[enter name of Procuring Entity], and having its principal place of business at *[enter address of Procuring Entity]*(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:

> **The Procuring Entity requires** Milled Parboiled Rice **(*Medium*)** classified as **Grade C Long Grain Rice i**n accordance with SLNS 69 of 2015 (Hereinafter called **"the Goods"**)

1. 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].*

2. 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.

3. The following document(s) shall be deemed to form and be read as part of this Public Procurement Contract:
   (a) This Contract Agreement;
   (b) General Conditions of Contract for Goods;
   (c) The Supplier's Quotation;
   (d) The Request for Quotation;
   (e) Other documents

   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: .....
Signed: .....
In the capacity of: .....

For and on behalf of the Supplier

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

Section V: Contract Schedule

The supplier undertakes to supply Milled Parboiled Rice (*Medium*) classified as Grade C Long Grain Rice in accordance with SLNS 69 of 2015 in conformity with this Contract Agreement:

Quantity

The Supplier shall supply Fifty-two thousand, eight hundred (52,800) (100 lb) bags or one hundred and five thousand, six hundred (105,600) (50lb) bags or part thereof, of Parboiled Rice in monthly shipments to be agreed between the Supplier and Buyer for a period of twelve (12) consecutive months, or as long as supplies last, commencing July 01, 2023.

THE SCHEDULE WILL BE AGREED BETWEEN THE BUYER AND SUPPLIER ON A MONTHLY BASIS.

Product Quality

The Supplier shall supply the Buyer with **Milled Parboiled Rice (*Medium*) classified as Grade C Long Grain Rice in accordance with SLNS 69 of 2015** in accordance with **Section 111, Specific Requirements**.

Payment terms

The Buyer shall pay to the Supplier within sixty (60) to ninety (90) days after the arrival of vessel.

Delivery

The supplier shall deliver the goods to the Port Castries, St. Lucia consigned to the Permanent Secretary **Ministry of Commerce, Manufacturing, Business Development, Cooperatives and Consumer Affairs**

The latest delivery date to deliver all goods to the delivery address (es) stated above shall be in accordance with discussions between the Buyer and Supplier.

Specifications

The supplier shall provide the goods in accordance with all specifications as stated within the Public Procurement Contract Agreement and to the reasonable satisfaction of the procuring entity.

Contact Persons of each Party

Each party shall nominate a contact person who has the authority to act for and on behalf of the party with respect to the Public Procurement Contract Agreement.

For and on behalf of the Procuring Entity
Permanent Secretary
Ministry of Commerce, Manufacturing, Business Development, Cooperatives and Consumer Affairs
4th Floor
Heraldine Rock Building
The Waterfront
Castries
St. Lucia

EMAIL - mincommerce@govt.lc
Tel - 1 758 468 4203

For and on behalf of the Supplier
[insert name]
[insert position]
[insert address]
[insert telephone number]
[insert fax number]
[insert 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 monthly volumes agreed between buyer and seller over the duration of the contract.

7.2 Variation or the terms or provisions for delivery including any extension to the timelines created by this agreement may be amended by an addendum to this agreement duly agreed by the parties.

8 Insurance

8.1 The contract shall be governed by the Incoterm agreed between Buyer and Seller. Where an Incoterm is not stated, 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 agreed between Buyer and Seller are firm and fixed and not subject to any adjustment during contract performance.

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 terms agreed between the Buyer and Seller 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 and all other supporting documents are made to the procuring entity.

10.2 Payments, in the currency of the contract, shall be made promptly by the procuring entity;

11 Taxes and Duties

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

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 freshly processed,

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 replace the defective goods at no cost to the supplier. In the event that the quantity of defective/damaged goods is equivalent to more than 1 percent of the volume ordered and delivered, then a claim will be forwarded to the supplier for compensation.

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-Clause18.1 (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. **CIF ST. LUCIA**
GCC 7.1	The supplier shall deliver the goods to the following location(s) and no later than the date provided below: **Port Castries** **Faux A Chaud** **Castries St. Lucia** **June 30th 2024**
GCC 9.1	The contract shall not be adjustable.
GCC 10.2	The procuring entity shall pay the supplier within 60 to 90 days following the arrival and acceptance of the goods and submission of an invoice and supporting documents by the supplier.
GCC 13.2	Packing Requirements The supplier shall provide all goods in accordance with the clause for "packaging" in the specification schedule
GCC 13.2	Document Requirements The following documents are required as part of the Public Procurement Contract: **1. Insurance Certificate**
GCC 14.2	The goods shall be subject to inspection prior to delivery. Upon delivery, the procuring entity shall inspect the goods 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. 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**. **Inspection shall be in accordance with Section 23 of the Standards Act CAP 13.25 of the revised laws of St. Lucia**
GCC 16.3	The warranty period shall remain valid for a period of six (6) months after the goods have been satisfactorily delivered.

Manufacturer's Authorisation

The Tenderer shall require the Manufacturer or the Manufacturer's Authorised Reseller to fill in this Form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the Manufacturer or the Manufacturer's Authorised Reseller and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer or Manufacturer's Authorised Reseller.

Date: [insert date (as day, month and year) of quotation submission]

Public Procurement Contract Reference: [insert reference]

To: **MINISTRY OF COMMERCE, MANUFACTURING, BUSINESS DEVELOPMENT, COOPERATIVES and CONSUMER AFFAIRS**

WHEREAS

We [insert complete name of Manufacturer or Manufacturer's Authorised Reseller], who are official manufacturers or authorised resellers of [insert type of goods manufactured], having premises at [insert full address of Manufacturer's factories or Manufacturer's Authorised Resellers address], do hereby authorise [insert complete name of Tenderer] to submit a quotation, the purpose of which is to provide the following Goods, manufactured by [insert name of Manufacturer] for the supply of [insert name and or brief description of the Goods], and to subsequently sign any resulting Public Procurement Contract.

Where we are the Manufacturer's Authorised Reseller, we attach a copy of our authorisation to supply the above-mentioned goods on behalf of the Manufacturer.

We hereby extend our full guarantee and warranty in accordance with Clause 16 of the General Conditions of Contract, with respect to the Goods offered by the above Manufacturer.

Signed: [insert signature(s) of authorised representative(s) of the Manufacturer or Manufacturer's Authorised Reseller]

Name: [insert complete name(s) of authorised representative(s) of the Manufacturer or Manufacturer's Authorised Reseller]

Title: [insert title]

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