



GOVERNMENT OF SAINT LUCIA
MINISTRY OF THE PUBLIC SERVICE, HOME AFFAIRS, LABOUR AND GENDER
AFFAIRS

DEPARTMENT OF THE PUBLIC SERVICE

Telephone Number: (758)468-2203/2234 • Facsimile Number: (758) 453-1305
Graham Louisy Administrative Building 2nd Floor, Waterfront, Castries Saint
Lucia, W.I Communication on this subject should be addressed to: The Permanent
Secretary

Request for Quotation (RFQ)

Project Title: **Saint Lucia Caribbean Digital Transformation Project**

Source of Funding: **IDA Credit# 6682- LC**

Contract Title: **Upgrade to Existing Datacenter: Supply and installation a 40 kVA replacement unit**

Reference: **LC-DPS-375593-GO-RFQ**

Date: April 29, 2024

To: Dear Bidder,

1. The Department of the Public Service hereby invites you to submit a quotation for the Upgrade to Existing Datacenter: Supply and installation a 40 kVA replacement unit
Information on the technical specifications and required quantities are attached.

A complete set of the documentation for this Request for Quotation (and additional copies) may be obtained at the Project Implementation Unit, Department of Public Service Modernization, ICT Centre, Bourbon Street, Castries, Saint Lucia.

2. You must quote for the items under this Invitation. Price quotations will be evaluated for the item and a contract awarded to the firm offering the lowest evaluated total cost of the item.
3. Your priced quotation in the form attached must be submitted by 09:00 a.m.: to the address below by **May 30, 2024** at the following address. Late quotations will be rejected.

Address: The Chairperson
Public Procurement Committee
Department of the Public Service
2nd Floor, Graham Louisy Administrative Building,
Waterfront,
CASTRIES

4. Your price quotation shall consist of:

- Terms and Condition of Supply - filled in and signed by the authorized representative of the Firm (name, email address and physical address should also be included)
- Form of Quotation - filled in and signed
- Technical Specifications
- A Manufacturer Guarantee, valid for not less than 2 years from the moment of the equipment is operational.
- A Letter signed by the provider (vendor) ensuring that they will provide technical support for not less than 2 years from the moment that the equipment is installed and operational.
- A letter of the provider (vendor) ensuring the availability of spare parts and accessories (for the equipment) during a period of not less than 3 years after the end of the manufacturer Guarantee.

5. Your quotation in duplicate and in English language, should be accompanied by adequate Technical documentation and catalogue(s) and other printed materials or pertinent information (in English language) for the Upgrade to Existing Datacenter: Supply and installation a 40 kVA replacement unit in accordance with the Technical Specifications and Terms and Conditions of Supply.

6. Your quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply and specification form an integral part of the Contract.

- (i) PRICES: The prices should be quoted the services to be provided. The Supplier shall fill in the price as described in the Terms and Condition of Supply. Prices shall include VAT and any other taxes and fees payable by the Supplier.

Prices shall include VAT and any other taxes and fees payable by the supplier.

The end user's address-place of delivery of supplies is:

Government Information Technology Services Limited
Graham Louisy Administrative Building
Waterfront
Castries
Saint Lucia

- (ii) EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of prices.

The evaluation of prices shall not take into account custom duties and other taxes levied in connection with the delivery of the materials. Bidders must also state separately all ancillary costs, required that is, ground transportation and VAT.

In evaluating the quotations, the Purchaser will determine for the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

(b) where is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

If a Supplier refuses to accept the correction, his quotation will be rejected.

- (iii) AWARD OF CONTRACT: The award will be made on the basis of the lowest evaluated price and that meets the technical requirements and the required standards of technical capabilities. The Bidder will sign a Contract as per the attached form of contract and terms and conditions of supply.

The Purchaser does not bind himself to accept the lowest or any of the quotations received, nor will be responsible for, or pay for expenses or losses which may be incurred by any Bidder in the preparation of his quotation or Contract.

- (iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of ninety (90) days from the deadline date for receipt of quotation(s) indicated in Paragraph 5 of this Invitation to Quote.

7. Further information can be obtained from:

The Project Coordinator
Caribbean Digital Transformation Project
Department of Public Service
Bourbon Street
Castries, Saint Lucia
Email: slu.cardpt@gmail.com

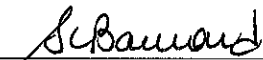
Requests for clarification are to be submitted in writing to the address above and should be received no later than: ***five (5) days before the submission date.***

8. Inspections and Audits

- 8.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws of Saint Lucia.
- 8.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the

bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption of the Form of Contract, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

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



Janet Barnard (Ms.)
Permanent Secretary

FORM OF CONTRACT

THIS AGREEMENT number _____ made on _____, 2024, between *Government of Saint Lucia*, herein represented by *Department of the Public Service* duly authorized so to act, and having its principal place of business at 2nd Floor, Greaaham Louisy Administrative Building, Waterfront, Castries Saint Lucia, (**hereinafter called “the Purchaser”**) on the one part and _____ (**hereinafter called “the Supplier”**) on the other part.

WHERE a Purchaser has invited quotations for “Upgrade to Existing Datacenter: Supply and installation a 40 kVA replacement unit” to be supplied by Supplier, viz. Contract _____, (hereinafter called “Contract”) and has accepted the Quotation by the Supplier for the Upgrade to Existing Datacenter: Supply and installation a 40 kVA replacement unit under the Contract at the sum of _____ (_____) hereinafter called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Form of Quotation; Term and Conditions of Supply, Technical Specifications;
 - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
3. The Purchaser hereby covenants to pay in consideration of the Goods delivered and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.

4. Termination

4.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted.
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.

- (b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

4.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

4.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that is complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Related Services and for materials and parts previously procured by the Supplier

Fraud and Corruption

- 5. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

6. Inspections and Audits

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

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

Signature and seal of the Purchaser:

FOR AND ON BEHALF OF

Signature and seal of the Supplier:

FOR AND ON BEHALF OF

Name of Authorized Representative

Name of Authorized Representative

Terms and Conditions of Supply

Project Title: Saint Lucia Caribbean Digital Transformation Project

Purchaser: Department of the Public Service

Consignee: Department of the Public Service

Contract Ref: **LC-DPS-375593-GO-RFQ**

1. Prices and Schedules for Supply

No.	Item	Qty	Unit price <i>(insert currency)</i>	Total price <i>(insert currency)</i>	Custom duties, import and other taxes applicable for goods imported in Saint Lucia with regard to the Total price <i>(c)</i> <i>(insert currency)</i>	Total including custom duties, import and other taxes applicable for goods imported in Saint Lucia <i>(insert currency)</i>	Delivery Time needed from contract signing till delivery to the place of destination <i>(days)</i>
		<i>(a)</i>	<i>(b)</i>	<i>(c) = (a) x (b)</i>	<i>(d)</i> <i>(insert currency)</i>	<i>(e) = (c) + (d)</i> <i>(insert currency)</i>	<i>(f)</i>
1	Supply, install and maintain 40 KVA Uninterruptable Power Supply (UPS) unit	1					
2.	Installation Services	1					

Note : In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail.

1. Description of Services

1. Services Required

- Supply, install and maintain 40 kVA Uninterruptable Power Supply (UPS) unit
- Provide well trained staff to provide prompt installation process.

The Supplier confirms compliance with Technical Specifications. In case of deviations the Supplier to list all such deviations.

2. Qualifications

The minimum qualification requirements are as follows:

- The Bidder should be the Original Equipment Manufacturer (OEM) or their authorized dealer / distributor for the Region (OECS/Barbados/Trinidad & Tobago) or be working in partnership with an authorized dealer/distributor for the OEM.
- Installation, commissioning, warranty support and maintenance support to be provided by technicians certified to perform such activities by the OEM. ***Such technicians to be resident in the Region***
- Bids should be for latest models and should not include models which are marked to be withdrawn (End of Life) during the next 12 months and End of Support for next 60 Months.
- Bidder should be in business of Supply, Install and Commissioning of UPS systems for at least a period of three (3) years as of the RFP date
- Bidder shall provide details for at least three (3) instances of similar large (≥ 20 kVA) UPS installations in the Region within the past 2 years.
- The bid proposal should outline the OEM's recommended routine maintenance procedures for the equipment for a period of three (3) years
- The bid proposal should include a maintenance agreement to cover labor and transportation for all routine maintenance to be undertaken for three (3) years after commissioning. It is understood that this agreement would not cover parts required or non-routine service outside of the warranty period.

1. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
2. The Purchaser reserves the right at the time of contract finalization to increase or decrease the quantities to be supplied under this contract by 15% of the original amount specified without any change in unit prices or other terms and conditions.

3. Delivery Schedule: The delivery and installation of Goods will be conducted over the period February to April, 2024.
4. Insurance: The supplier is responsible for all kinds of insurance until the goods delivered and installed (if applicable) to the address of the Purchaser. For the readily available goods in the country of Purchase, the Purchaser will not assume any responsibility until goods are delivered and installed to the final place of destination. In case of goods supplied from abroad specifically for this Contract; the Goods supplied shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the total value of the Goods from «Warehouse» to «Warehouse» on «All risks» basis, including «War Risks». The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.
5. Applicable Law: The Contract shall be interpreted in accordance with the Laws of Saint Lucia.
6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.
7. Delivery and Documents: Details of Documents to be furnished by the Supplier are:

Copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
8. The inspections and tests shall be carried out by Authorized Officers from the Department of the Public Service who will verify and inspect the goods received against the technical specifications that have been requested to ensure that the following requirements have been met before acceptance certificate is issued and final payment made.

Verification and inspection shall include the following:

- **All the supplied goods are new and are the latest model specified in the Contract.**
- **The technical specifications of the goods received are consistent that specified in the Contract.**
- **The quantities of goods received are consisted with the quantities requested in the Contract.**

- **The goods were properly installed as per the requirements in the Contract.**

9. Payment for your invoice will be made as follows:

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

- (i) **Advance Payment:** Ten percent (10%) of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee, for the equivalent amount valid until the goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Sixty-five percent (65%) of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in Clause 7.
- (iii) **On Acceptance:** The remaining twenty-five percent (25%) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the operational acceptance certificate for the respective delivery of Goods and completion of Services issued by the Purchaser.

10. Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

11. 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, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

12. If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

13. Required Technical Specifications.

Item	Minimum Requested Specifications		Statement of Compliance
1	Item	Specification	
	Quantity	1	
	Voltage	415V/240V (in/out)	
	Phase	3 phase	
	Frequency	50 Hz	

	Power	40 kVA	
	Output power factor	>= 0.9	
	UPS Type	Standalone	
	Runtime	>= 10 min. @ 100% load	
	Min warranty:	2 year parts and labor	
	Maintenance agreement	3 year service agreement	
	UPS Type	Online, double conversion	
2	Installation Services: - Upgrade to Existing Datacenter: Supply and installation a 40 kVA replacement unit		

14. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver and install the goods in accordance with the above terms and conditions, in spite of a 21 day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER _____

Authorized Signature _____

Place:

Date:

FORM OF QUOTATION

_____ (Date)

To: _____ (Purchaser's Name)

_____ (Purchaser's Address)

We offer to execute the _____ (name and number of Contract) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____) (name of currency) _____. We propose to Upgrade to Existing Datacenter: Supply and installation a 40 kVA replacement unit described in the Contract within a period of _____ months from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: _____
Name and Title of Signatory _____

Name of Supplier: _____
Address: _____

Phone Number _____

Fax Number, if any _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758,except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework¹

Date: _____

Contract # _____

Contract Description: _____

To:

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines² in connection with the procurement and execution of the contract described above ("the Contract"), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;³ (ii) to be a

¹[Drafting note: This document shall be signed by the contractor/consultant/supplier and maintained by the Borrower in the project files.

²*Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants*, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

³ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification or initial selection), expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or

nominated⁴ sub-contractor, sub-consultant, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

We understand that we may be declared ineligible as set out above upon:

- a. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;
- b. cross-debarment as agreed with other international financial institutions (including multilateral development banks);
- c. the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or
- d. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.]

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect⁵ all accounts, records, and other documents relating to the procurement process and/or Contract execution, and to have them audited by auditors appointed by the Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the Contract.

Name of the Contractor: _____

Name of the person duly authorized to sign the Contract: _____

Title of the person signing the Letter: _____

nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁴A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the bidding document) is one which has been: (i) included by the bidder in its pre-qualification or initial selection application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁵Inspections in this context are usually investigative (i.e., forensic) in nature: they involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third-party verification of information.