

**Government of
Contract**



Grenada

Between

(Implementing Agency)

And

(Name of Supplier)

For

(Activity Name)

(Month and year of Contract)

Contract Agreement

[This form is to be completed by the Procuring Entity in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final document.]

This **Contract** is made *on the [insert: number] day of [insert: month], [insert: year]*

between

the Procuring Entity *[insert complete name of the Procuring Entity]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of]* and having its principal place of business at *[insert address of Procuring Entity]* (hereinafter called “the Procuring Entity”), of the one part

and

the Supplier *[insert name of the Supplier]*, a corporation incorporated under the laws of *[insert country of Supplier]* and having its principal place of business at *[insert Supplier’s address]* (hereinafter called “the Supplier”).

NOW THIS CONTRACT IS AGREED AS FOLLOWS:

1. The Procuring Entity requires the *[insert description of the goods and related services]* (hereinafter called “the Goods”)
2. The Supplier offers to supply the Goods in conformity with this Contract for the sum of *[enter number in words] Eastern Caribbean Dollars [or other currency]([enter currency and amount in numbers]) [inclusive/exclusive of VAT/sales taxes] [amend as necessary]*.
3. Further to the Notification of Award of 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 contract.
4. The following documents shall be deemed to form and be read and construed as part of this Contract.
 - (a) Letter of Tender
 - (b) Acceptance of Contract
 - (c) Conditions of Contract
 - (d) Completed Price and Completion Schedules
 - (e) *[add any other document(s)*:]*

[for example: where contracts are funded by the World Bank, Tenderers would be required present a signed acceptance confirming application of, and compliance with, the Bank’s Anti-Corruption Guidelines, including without limitation the Bank’s right to sanction and the Bank’s inspection and audit rights.]*

This Contract Agreement and the documents stated in Part 4 above, constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications,

negotiations and agreements (whether written or oral) of the parties made prior to the date of Contract.

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

The Contract is valid for *(state number of months), (state the month and year)*. The Tenderer has *(state the number of months)* to deliver the goods to the place of final destination.

For and on behalf of the Procuring Entity:	For and on behalf of the Supplier:
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Signed: *[insert signature]*

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

Full name: *[name of person signing]*

Full name: *[name of person signing]*

Entity: *[insert the name of entity]*

Entity: *[insert the name of entity and position of signatory]*

In the capacity of: *[insert title or other appropriate designation]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

In the presence of *[insert identification of official witness]*

Conditions of Contract

- 1 Definitions**

 - 1.1 The following words and expressions shall have the meanings hereby assigned to them

 - (a) **“Completion”** means the fulfilment of the supply of the Goods and Related Services as specified in the Price and Completion Schedules.
 - (b) **“Contract”** means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (c) **“Contract Price”** is the price payable to the Supplier as specified in the Contract Agreement.
 - (d) **“Procuring Entity”** means the entity purchasing the Goods and Related Services.
 - (e) **“Incidental Services”** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (f) **“Subcontractor”** means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (g) **“Supplier”** means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity.
- 2 Interpretation**

 - 2.1 If the context so requires it, singular means plural and vice versa. Any references to the masculine gender shall include the female gender and references to the female gender shall include the masculine gender.
 - 2.2 Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties hereunder shall be as prescribed by the edition of the Incoterms published by the International Chamber of Commerce in force at the time of the signature of the Contract.
 - 2.3 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
 - 2.4 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 (“waiver”) shall prejudice, affect, or restrict the rights of that party under the Contract unless it is in writing, dated, and signed by an authorized representative of the party granting such waiver specifies the right and the extent to which it is being waived.
 - 2.5 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 3 Joint Venture, Consortium or Association**

 - 3.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.

- 4 Integrity** Suppliers are required to comply with the integrity policies set forth in Section 3:V of the Instructions to Tenderers.
- 5 Contract Price** Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender *[or may vary in accordance with Appendix I: Price Adjustment Formula]*.
- 6 Supplier's obligations**
- 6.1 The Supplier shall supply all the Goods and Related Services included in the Contract in accordance with the Delivery and Completion Schedule.
- 6.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking; a child under the age of 14 unless the national law specifies a higher age (the minimum age); a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 6.3 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
- 7 Terms of Payment**
- 7.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in EC\$ *[or in [include alternative currencies where used]]*, as follows:
- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a guarantee for the equivalent amount a form acceptable to the Procuring Entity. **[Note for Grenada: no advance payment option foreseen in the Act or Regulations. Shall we include, together with guarantee?]**
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of all Shipping and other Documents to be furnished by the Supplier, namely *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details, certificate of origin, etc.]*.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.
- 7.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered, and Related Services performed and upon fulfillment of all other obligations stipulated in the Contract.
- 7.3 Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
- 7.4 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within *[insert number of days]* of the due date, **the Procuring Entity shall pay to the Supplier interest** on the amount of such delayed payment

at the rate of *[insert number]*% for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

- 7.5 The Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed, as well as all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.
- 8 Performance security**
- 8.1 A performance security *[shall not or shall]* be required.
- 8.2 [If required: the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount of *[insert number]*%.
- 8.3 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 8.4 The Performance Security, if required, shall be denominated in EC\$, or in a freely convertible currency acceptable to the Procuring Entity and shall be in the attached format.
- 8.5 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 9 Records, inspections and audit**
- 9.1 The Supplier shall keep and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 9.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Government and/or persons appointed by the Government to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the Tender, and to have such accounts and records audited by auditors appointed by the Government if requested by the Government.
- 10 Copyright**
- The copyright in all drawings, documents, and other materials containing data and information furnished to the procuring entity by the supplier herein shall remain vested in the supplier, or, if they are furnished to the procuring entity directly or through the supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in the third party.
- 11 Confidential Information**
- The Procuring Entity and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Contract.
- 12 Notices**
- 12.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the Procuring Entity at
- Attention: *[insert full name of person, if applicable]*
- Street Address: *[insert street address and number]*
- Floor/ Room number: *[insert floor and room number, if applicable]*
- City: *[insert name of city or town]*
- Telephone: *[include telephone number, including country and city codes]*
- Electronic mail address: *[insert e-mail address, if applicable]*

- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

13 Subcontracting

The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

14 Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination.

15 Insurance and transport

Responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

16 Incidental Services

- 16.1 The Supplier may be required to provide any or all of the following services, including additional services:

[insert required services such as

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.]

- 16.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

17 Inspections and tests

- 17.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in *[insert any other location]* and provide the Procuring Entity with a Report of any such test and/or inspection.

- 17.2 The Supplier shall give a reasonable advance notice, including the place and time, of such test or inspection to the Procuring Entity and the Procuring Entity or its designated representative shall be entitled, at its own cost, to attend the tests and/or inspections.

- 17.3 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications.

- 17.4 The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity.

18 Warranty

- 18.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 18.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 18.3 The warranty shall remain valid for at least **twelve (12)** months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 18.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 18.5 Upon receipt of such notice, the Supplier shall, within the period of *[insert number]* days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 18.6 If having been notified, the Supplier fails to remedy the defect within that period, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

19 Patent indemnity

- 19.1 The Supplier shall indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.
- 19.2 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

20 Liquidated damages

Except in cases of force majeure, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to *[insert number]*% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum

deduction of *[insert number]*% Once the maximum is reached, the Procuring Entity may terminate the Contract.

21 Force majeure

- 21.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure as defined under the Governing Law.
- 21.2 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 the Force Majeure event.

22 Contract amendment

- 22.1 The Procuring Entity may at any time order the Supplier to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 22.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended.
- 22.3 Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's amendment.

23 Extension of time

- 23.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 23.2 Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed.

24 Governing Law

This Contract shall be governed by, and interpreted in accordance with, the laws of Grenada.

25 Termination

- 25.1 The Procuring Entity, without prejudice to any other remedy for breach of the Contract, may terminate this Contract immediately, by notice In Writing to the Supplier, if:
- (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;

- (b) if the Supplier fails to perform any other obligation under the Contract;
- (c) in the judgement of the Procuring Entity, the Supplier has engaged in Fraud and Corruption, or
- (d) the Supplier purports to assign, or otherwise transfer or dispose of this Contract, in whole, or in part, without the prior written consent of the Procuring Entity, or
- (e) the Supplier becomes bankrupt or otherwise insolvent.

25.2 In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to Clause 25.1(a), the Procuring Entity 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 Procuring Entity for any additional costs for such similar Goods or Related Services. The Supplier shall continue performance of the Contract to the extent not terminated.

25.3 The Procuring Entity may terminate this Contract, in whole or in part, by notice in Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procuring Entity's convenience, the extent to which the performance of the supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26 Dispute resolution

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

26.2 If, after fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration in accordance with the laws of Grenada.

26.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

27 Assignment

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

28 Export restriction

Notwithstanding any obligation under the contract to complete all export formalities, any export restrictions attributable to the procuring entity, for use of the goods, systems or services to be supplied, which arise from trade regulations from a country supplying those goods, which substantially impede the supplier from meeting its obligations under the contract, shall release the supplier from the obligation to provide deliveries, that the supplier can demonstrate to the satisfaction of the procuring entity that it has completed all formalities in a timely manner, including applying for permits, authorisations and licenses necessary for the export of the goods under the terms of the contract. Termination of the contract on this basis shall be for the procuring entity's convenience.

Appendix I: Price Adjustment Formula

If, in accordance with Clause 5, prices may be adjusted, the following method shall be used to calculate the price adjustment:

- 15.1 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
 P_0 = Contract Price (base price).
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
 b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.
 L_0, L_1 = *labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
 M_0, M_1 = *material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The Tenderer shall indicate the source of the indices and the base date indices in its Tender.

The coefficients a , b , and c as specified by the Procuring Entity are as follows:

- a = *[insert value of coefficient]*
 b = *[insert value of coefficient]*
 c = *[insert value of coefficient]*

Base date = thirty (30) days prior to the deadline for submission of the Tenders.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Procuring Entity will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

This Section contains forms which, once completed, will form part of the Contract.

Form 1 - Notification of Intention to Conclude a Contract

Form 2 – Acceptance of Contract

Form 3 - Performance Security (Guarantee)

Form 4 - Performance Bond

Form 1

*[Name of Procuring Entity]
[Name of Contract]*

This Notification is sent by: *[email]* on *[insert date]*

Notification of Intention to Conclude a Contract

[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form. This Notification of Intention to Award shall be sent simultaneously to each Tenderer that submitted a Tender – delete this instruction].

For the attention of

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Email Address: *[insert Authorized Representative's email address]*

Procuring Entity: *[insert the name of the Procuring Entity]*

Contract title: *[insert the name of the contract]*

This Notification of Intention to conclude a Contract (Notification) notifies you of our decision to conclude the above Contract. You may submit a Procurement-related Complaint in relation to the decision to conclude the Contract at any time before the signature of the Contract.

1. The successful Tenderer

Name:	<i>[insert name of successful Tenderer]</i>
Address:	<i>[insert address of the successful Tenderer]</i>
Contract price:	<i>[insert contract price of the successful Tender]</i>

2. Other Tenderers *[INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]*

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
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[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

3. Reason/s why your Tender was unsuccessful

[INSTRUCTIONS: State the reason/s why this Tenderer's Tender was unsuccessful. Do NOT include: (a) a point by point comparison with another Tenderer's Tender or (b) information that is marked confidential by the Tenderer in its Tender.]

4. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award may be submitted any time before the signature of the Contract.

Provide the Contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

[Note to Grenada: section 17 of the Amendment creates a “standstill period” but this is expressed as simply the time between notification and signature]

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Entity: [insert name of Procuring Entity]

Email address: [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Contract.

Further information: refer to Part VII of the Act.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature: _____
Name: _____
Title/position: _____
Telephone: _____
Email: _____

Form 2

[Name of Procuring Entity]

[Name of Contract]

This Notification is sent by: *[email]* on *[insert date]*

Acceptance of Contract

Notification Accepting Contract

Contract No. *[insert IFT reference number]*

This is to notify you that your Tender dated *[insert date]* for execution of the *[insert name of the contract and identification number]* for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms (3 or 4) included in Section 6 - Contract Forms of the Tender document.

Please sign, date and return the Contract within 10 days of receipt of the same.

Authorized Signature:

Name:

Title/position:

Name of Agency:

Telephone:

Email:

Attachment: Contract

Form 3

Performance Security

Option 1: (Guarantee)

[The Bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

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

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 supply of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

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

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

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

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

² Insert the date twenty-eight days after the expected completion date as described in the Contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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.

Form 4

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Supplier”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Procuring Entity]* as Obligee (hereinafter called “the Supplier”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Supplier has entered into a written Agreement with the Procuring Entity dated the day of , 20 , for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or Tenders from qualified Tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Supplier under the Contract, less the amount properly paid by Procuring Entity to the Supplier; or
- (3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

In the presence of: