



GOVERNMENT OF GRENADA

Project Name:

Procuring Entity:

[enter here the name and address of the Procuring Entity]

REQUEST FOR QUOTATIONS FOR THE SUPPLY OF GOODS

[enter here the name of contract]

Request for Quotation No:

Issued on:

Table of Contents

Section 1	Request for Quotations
Section 2	Instructions for Tenderers
Section 3	List of Goods and Delivery Schedule
Section 4	Technical Specifications of the Goods Required
Section 5	Schedule of Items and Prices
Section 6	Quotation Form
Section 7	Tenderer Information Form
Section 8	Notification of Intention to Award a Contract
Section 9	Notification to Award a Contract
Section 10	Contract Form

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

*[Name of Procuring Entity]
[Address of Procuring Entity]
[Name of Contract]
[Request form quotation No.:]*

Date: *[insert date]*

Request for Quotations

To: *[insert Name and Address of the Supplier]*

1. *[Insert name of Procuring Entity]* invites you to submit a sealed Quotation for the supply of *[insert name/description of Goods to be procured]* in the form provided in Section 6. The goods shall be delivered to *[insert Name of Procuring Entity]* within *[insert number of days/weeks/months]* from the date of the signed contract.
2. Tendering will be conducted through the request for quotations procedure specified in the in the Public Procurement and Disposal of Public Property Act 2014 (“the Act”), as amended, and the Public Procurement and Disposal of Public Property Regulations 2015 (“the Regulations”).
3. Your quotation must be for all items required and specified in Sections 3 and 5: Items and Prices. *[Insert name of Procuring Entity]* has the right to reject quotations:
 - (a) which do not respond to all the items specified in the Sections 3 and 5;
 - (b) where the proposed technical specifications do not meet the stated requirements of Section 4.
4. *[Insert name of Procuring Entity]* will award the contract to the Tenderer whose quotation has been determined to be substantially responsive to the Request for Quotation and who has offered the lowest evaluated quotation.
5. Quotations shall be delivered in English before *[insert time and date]* to *[address]* and shall remain valid for the period of *[insert number of days/weeks/months]* after the deadline for submission of quotations. Late quotations will not be accepted.
6. You may submit only one quotations.

Signature of authorised person:

*[insert name of authorised person]
[insert position of authorised person]*

Instructions

1. The Procuring Entity invites quotations for *[name of the goods]* set out in Section 3.
2. Only Tenderers to whom the RFQ is addressed may submit a quotation.
3. *[if applicable:]*The Supplier should also provide a priced schedule of consumables, spare parts and routine maintenance that are expected to be required on the basis of a normal utilization of the equipment over a period of *[insert number of years]*.
4. Goods shall be subject to a warranty period of at least *[insert number of days/weeks/months]*.
5. Quotations shall be submitted in Eastern Caribbean Dollars (EC\$).
6. The Tenderer shall bear all costs associated with the preparation and submission of its quotation and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
7. The Government requires compliance with its integrity policy in accordance with section section 26 of the Act.
8. A Tenderer that has been sanctioned under section 46 of the Act shall be ineligible to be qualified for, submit a quotation for, or be awarded a government contract or benefit from such contract, financially or otherwise, as appropriate, during such period of time as the Government shall have determined.
9. The Tenderer shall prepare one (1) original of the documents comprising the quotation and clearly mark it "ORIGINAL." In addition, the Tenderer shall submit *[insert number]* copies of the tender and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail. The envelopes containing the original and the copies shall then be enclosed in one single envelope and bear the name and address of the Tenderer; the specific identification of this tendering process; and a warning "NOT TO OPEN" before the time and date for tender opening.
10. Information relating to the evaluation of quotations shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until information on the Contract Award is communicated to all Tenderers. Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the tender or contract award decision may result in the rejection of its Quotation.
11. In evaluating the quotations, the Procuring Entity will determine for each quotation the evaluated price by adjusting the quotation by marking any correction for any arithmetic errors as follows:
 - (a) where there is a discrepancy between amount in figures and in words, the amount in word will govern,
 - (b) where there 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,

unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.

12. Depending on the final requirement, the Procuring Entity may increase or decrease the quantity or items list by *[insert number of percent]*. If any such change causes an increase or decrease in the quantity or items list, the rationale for the change shall be specified in the evaluation report for the procurement.
13. The Procuring Entity reserves the right to accept or reject any quotations, and to cancel the process of the competition and reject all quotations, at any time prior to the award of the contract, without thereby incurring any liability to affected Tenderers or any obligation to inform the affected Tenderers of grounds.
14. Prior to the expiration of the period of validity of the quotation, the Procuring Entity shall send to each Tenderer the Notification of Intention to Award the Contract by using the form in Section 8.
15. The Contract shall be awarded within *[insert number]* days commencing the day after the date the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Award a Contract. The Notification of Intention to Award shall contain, at a minimum, the following information:
 - (a) the name and address of the Tenderer submitting the successful Quotation;
 - (b) the price of the successful Quotation;
 - (c) the names of all Tenderers who submitted Quotations and the prices quoted by them; and
 - (d) instructions on how to submit a complaint or request a debrief.
16. Prior to the expiration of the period of tender validity and upon satisfactorily addressing any complaint that has been submitted in accordance with Part VII of the Act, the Procuring Entity shall send to the successful Tenderer(s), in writing, a Notification to Award a Contract.
17. Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Procuring Entity pursuant to Part VII of the Act.

Section 3: List of Good and Delivery Schedule

List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column “Tenderers’ offered Delivery date” to be filled by the Tenderer]

Item	Name and Description of Goods	Unit	Quantity	Point of Delivery	Date of Delivery (days/weeks/months)
1					
2					
3					
4					

Signature of Supplier

Insert Name of Supplier

Technical Specifications of Goods Required

[illegible]

Signature of Supplier

Insert Name of Supplier

Items and Prices

Item	Name and Description the Goods	Unit	Quantity (1)	Unit Rate (EC\$) Included all duties and taxes, transportation, insurance to final destination (2)	Total Amount EC\$ (3) = (1) x (2)
				Grand Total Amount	

Grand Total Amount	
Delivery Offered	<i>[Insert number of days/weeks/Months]</i>
Warranty Provided	<i>[(Insert number of days/weeks/Months]</i>

- *[Insert Value in figures in EC\$]*
- *[Insert Value in words in EC\$]*

Date:

Signature of Supplier

Insert Name of Supplier

Notes:

- (i) The Supplier is required to mention make or model, as applicable, of the goods to be supplied and must attach the appropriate original printed literature / brochures for the various items listed.
- (ii) If there is an inconsistency between written words and figures, the words will prevail.

On letterhead of Tenderer

Date: *[insert date]*

Request for Quotations No.: *[insert number]*

To:

[Insert Name and address of the Procuring Entity]

Having examined the Request for Quotations, the receipt of which is here by duly acknowledged, we, the undersigned, offer to supply *[Insert name of contract]* in conformity with the said Request for Quotation in total Price:

- *[Insert Value in figures in EC\$]*
- *[Insert Value in words in EC\$]*

We undertake, if our Quotation is accepted, to deliver the goods in *[days/weeks / months]* from the date of the signed contract, in accordance with the delivery time specified in clause 7 of the Contract.

We are not participating as Tenderers in more than one Quotation. Our Quotation shall be valid for *[number days]* after the deadline for submission of Quotations.

We declare that ourselves and any Suppliers for any part of the Contract have not been declared ineligible by the Government for offences or practices prohibited by the Act and furthermore pledge not to indulge such practices in the duration of the Contract.

We understand that your written Notification of Award shall constitute the acceptance of our Quotation and shall become a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the lowest or any Quotation that you may receive.

Signature of Supplier

Name of Supplier

Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Submission of the Quotation]*

RFQ No.: *[insert number of tendering process]*

Page _____ of _____ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
3. Tenderer's Address: <i>[insert Tenderer's legal address]</i>
4. Other requirements: <i>[insert as appropriate]</i> <i>[For example: business licences; copy of tax payment certificates etc...]</i>

[Name of Procuring Entity]
[Name of Contract]

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

Notification of Intention to Award a Contract

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

For the attention of

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

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

Email Address: *[insert Authorised 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 award a Contract (Notification) notifies you of our decision to award the above Contract. You may submit a procurement-related Complaint in relation to the decision to award 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 Quotation]</i>

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

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>

3. How to make a complaint

At this point in the procurement process, you may submit a procurement-related Complaint challenging the decision to exclude you from the award of a contract. Your complaint **must be submitted before the signature of the contract.**

Further information: refer to Part VII of the Act.

In making a complaint, provide the Contract name, reference number, name of the Tenderer and contact details.

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: _____

Section 9: Notification to Award a Contract

[Name of Procuring Entity]
[Name of Contract]

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

Notification to Award a Contract

Notification to Award a Contract

Contract No. *[insert RFQ reference number]*

This is to notify you that your Quotation 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.

Please sign, date and return the Contract within *[insert number]* days of receipt of the same.

Authorised Signature:

Name:

Title/position:

Name of Agency:

Telephone:

Email:

Attachment: 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 AGREEMENT is made the *[day]* day of *[month]* *[year]* between *[insert name and address of Procuring Entity]* (hereinafter called “the Procuring Entity”) and *[insert name and address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Procuring Entity invited for quotation for *[insert name of contract]* and has accepted a Quotation by the Supplier for the supply of those goods in the sum of EC\$ *[insert Contract Price in figures and in words]* (hereinafter called “the Contract Price”).

NOW THIS CONTRACT IS AGREED AS FOLLOWS:

1. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement
 - (b) Schedule of Items and Prices
 - (c) Technical Specification of the Goods Required
 - (d) List of Goods and Delivery Schedule.
 - (a) *[if any]* The original printed literature / brochures for the various items listed
2. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.
4. This Contract shall be amended only by written agreement between the Procuring Entity and the Supplier.
5. The Supplier warrants that it has complied with and will continue to comply with the integrity provisions of section 115 of the Public Procurement and Asset Disposal Act, No. 19 of 2015.
6. Price adjustment and variation are not applicable to this contract.
7. All goods shall be delivered to the Procuring Entity within *[insert number of days/weeks/months]* from date of contract signature.
8. The Supplier warrants that goods are contained or packaged adequately to protect the goods from loss or damage when transporting to the final destination of delivery.

Section 10: Contract for the Supply of Goods

9. Within 3 days of delivery, the Procuring Entity shall inspect the goods delivered to ensure compliance with the requirements of the contract. If no fault is found, a certificate of acceptance shall be issued to the Supplier.
10. Payment to the Supplier shall be made in full in EC\$ against the Supplier's invoice by *[transfer to the account of Contractor or by appropriate method of payment specified in the Supplier's invoice]* following delivery of goods to the final destination and within *[insert number of days/weeks/months]* of the certificate of acceptance. Payment of VAT/Taxes and other impositions shown in the Supplier's invoice shall be made in accordance with the regulations applicable at the time of settlement of the invoice.
11. If the Supplier delivers the specified goods later than the delivery period specified in clause 7, the Procuring Entity has the right to reduce the payment to the supplier by *[insert a percentage between 0.01 to 0.05%]* of the total price of contract for each day of delay beyond the delivery time. The deduction is up to a maximum of the 10%, at which point the Procuring Entity may terminate the contract.
12. The Supplier warrants the use by the Procuring Entity of the goods sold under this contract does not infringe any patent, design, trade name or trademark. In addition, the supplier shall, pursuant to this warranty, indemnify, defend and hold the Procuring Entity harmless from any action or claim pertaining to the alleged infringement of patent, design, trade name or trademark arising in connection with the goods sold under this contract.
13. The Supplier shall provide the warranty of *[insert number months]* and if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods within *[insert number]* days.
14. The Procuring Entity may, by written notice sent to the Supplier, terminate the Contract in whole or in part at any time for its convenience:
 - (i) if the Supplier fails to deliver any or all the goods within the time period(s) specified in this contract, or
 - (ii) if the Supplier fails to perform any other obligation(s) under this contract, or
 - (iii) if the Supplier, in either of the above circumstances does not cure its failure within a period of (3) three calendar days after receipt of a notice of default from the Procuring Entity specifying the nature of the default(s), or
 - (iv) if the Supplier, in the judgment of the Procuring Entity, has engaged in any corrupt or fraudulent practices in competing for or in executing the tasks under this contract.
15. If any dispute arises between the two parties relating to any aspects of this Contract, the parties shall first attempt to settle the dispute through mutual and amicable consultation. 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.

Section 10: Contract for the Supply of Goods

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Grenada on the day, month and year first written above.

For and on behalf of the Procuring Entity: _____

Signed: [*insert signature*]

Full name: [*name of person signing*]

Entity: [*insert the name of entity*]

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

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

For and on behalf of the Supplier: _____

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

Full name: [*name of person signing*]

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

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