

# **Public Invitation to Tender (PIT) for Goods**

## ***Procurement of Irrigation Equipment and Pond Liner***

**Ref. No.:**

**Project:** *Strengthening Resilient Water Resources Management in the Eastern Caribbean (W4R) Project*

**Purchaser:** *Ministry of Agriculture, Lands and Forestry*

**Country:** *Grenada*

**Issued on:** 25<sup>th</sup> September 2026

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# Public Invitation to Tender

PIT Ref No.:

PIT Date: 25<sup>th</sup> September 2026

## Public Invitation to Tender (PIT)

1. This PIT is for the procurement of goods, namely - Irrigation Equipment and Pond Liner.
2. The **Government of Grenada** has received financing from **Global Affairs Canada** in collaboration with the United Nations Development Programme (UNDP) toward the cost of the **Strengthening Resilient Water Resources Management in the Eastern Caribbean (W4R) Project**. The Government of Grenada intends to apply part of the proceeds toward payments under the contract for the **Procurement of Irrigation Equipment and Pond Liner**.
3. The **Ministry of Agriculture, Lands and Forestry** now invites bids from eligible suppliers for the Goods described in **ANNEX 1: Purchaser's Requirements**, attached to this PIT.

## Eligible Goods

4. All the Goods to be supplied under the Contract and financed by the GEF may have their origin in any country and in accordance with para. 10.

## Eligible Suppliers

5. In case the Supplier is a joint venture (JV), all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
6. A Supplier may have the nationality of any country, subject to the restrictions pursuant to para. 9 and 10 hereinafter. A Supplier shall be deemed to have the nationality of a country if the Supplier is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract.
7. Firms and individuals may be ineligible if so indicated in para. 9 below and:
  - (a) as a matter of law or official regulations, the Purchaser's country prohibits commercial relations with that country, provided that the Ministry is satisfied that such exclusion does not preclude effective competition for the supply of Goods or the contracting of works or services required.

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8. In reference to paras. 6 and 7, for the information of suppliers, at the present time firms, goods and services from the following countries are excluded from this procurement process:
- (a) Under para. 6 and 7(a): None
9. A Supplier that has been debarred by the Government of Grenada, shall be ineligible to submit a bid or be awarded or otherwise benefit from a contract, financially or otherwise, during such period of time as the Government shall have determined. A list of debarred firms and individuals is available on the Government's Procurement website: [www.procurement.gd](http://www.procurement.gd)
10. Suppliers that are state-owned enterprises or institutions in the Purchaser's country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Ministry, that they:
- (a) are legally and financially autonomous;
- (b) operate under commercial law; and
- (c) are not under supervision of the Purchaser.
11. A Supplier shall not have a conflict of interest. Any Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest for the purpose of this bidding process, if the Supplier:
- (a) directly or indirectly controls, is controlled by, or is under common control with another Supplier that submitted a bid;
- (b) receives or has received any direct or indirect subsidy from another Supplier that submitted a bid;
- (c) has a relationship with another Supplier that submitted a bid, directly or through common third parties, that puts it in a position to influence the bid of another Supplier, or influence the decisions of the Purchaser regarding this bidding process; or
- (d) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods that are the subject of the bidding process; or
- (e) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for implementing the Contract; or
- (f) would be providing goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Public Invitation to Tender, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (g) has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, who: (i) is directly or indirectly involved in the preparation of the bids or specifications and/or the evaluation of bids, of the subject Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship

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has been resolved in a manner acceptable to the Ministry throughout the bidding process and execution of the Contract.

### **Performance Security**

12. The successful Supplier is **not** required to submit a Performance Security.

### **Validity of offers**

13. The offers shall be valid **for 90 days until 24<sup>th</sup> December 2026**.

### **Quoted Price**

14. Prices shall be quoted in the following manner:
- (a) For Goods to be supplied from outside the Purchaser's Country:
    - (i) the price of the Goods, quoted CIP, named place of destination in the Purchaser's Country for CIP.
15. The Supplier may quote its price in a foreign currency of its choice in addition to the currency of the Purchaser's Country (for any local costs as applicable).

### **Clarifications**

16. Any clarification request regarding this PIT may be sent in writing to **Joseph Noel** at [joseph.noel@moa.gov.gd](mailto:joseph.noel@moa.gov.gd) before **16<sup>th</sup> October 2026**. The Purchaser will forward copies of its response to all Suppliers including a description of the inquiry but without identifying its source.

### **Submission of Bids**

17. Bids are to be submitted using the forms attached at **ANNEX 1 and ANNEX 2: Bid Forms in hard copies in a sealed envelope to the address given below or in PDF format via the Central Procurement Unit's e-procurement platform. Use this link to access the e-procurement platform: [In-Tend Electronic Tendering Site - Home](#)**.
18. The deadline for submission of Bids is **Friday, 23<sup>rd</sup> October 2026 at 3:00 p.m. (Eastern Caribbean Time)**. Late submissions will be rejected.
19. The address for submission of Bids is given below:

Attention: **Joseph S. Noel**

**Project Focal Point**

Address: **Ministry of Agriculture, Lands and Forestry**

**Ministerial Complex**

**Sir Eric Gairy Botanical Gardens**

**Tanteen, St. George**

**Grenada**

### **Opening of Tenders**

- 
20. Bids will be opened by the Purchaser's representatives after the deadline for the submission of Bids.

### **Evaluation of Bids**

21. Bids will be evaluated to ensure compliance with the Technical Specifications and Delivery Schedules and any other requirements of the PIT. Only Suppliers who fully comply with the Technical Specifications and Delivery Schedules as specified, will be considered in the financial evaluation.
22. The comparison shall be on the basis of CIP; prices for Goods to be supplied from outside the Purchaser' country and EXW prices for Goods supplied from within the country. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods and sales and similar taxes levied in connection with the sale or delivery of goods.
23. The lowest evaluated price will be determined after correcting any arithmetical errors and other specified adjustments, if any.
24. For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency. The currency that shall be used for comparison purposes to convert, at the selling exchange rate, the offered prices expressed in various currencies into a single currency is: **Eastern Caribbean Dollar (XCD)**. The source of exchange rate shall be: **Eastern Caribbean Central Bank (ECCB)**. The date for the exchange rate shall be the deadline for submission of bids specified in para. 18.

### **Contract Award**

25. The Contract will be awarded to the Supplier who:
  - (a) is eligible and offers eligible Goods;
  - (b) offers the lowest evaluated price/s,
  - (c) submits a technically compliant Bid, and
  - (d) guarantees delivery, in accordance with the delivery period/s.
26. The Purchaser shall invite by the quickest means via e-mail the successful Supplier for any discussion/negotiation that may be needed to conclude the contract or otherwise for contract signature.
27. The Purchaser shall communicate by the quickest means with the other Suppliers on its contract award decision. An unsuccessful supplier may request clarifications as to why its Bid was not determined to be successful within fourteen (14) days of the issue of the notice of award of contract. The Purchaser will address this request within a reasonable time.
28. The Purchaser shall publish a contract award notice on the Central Procurement Unit's website or in a newspaper of national circulation, within 15 days after award of contract. The information shall include the name of the successful Supplier, the Contract Price, the Contract duration, summary of its scope and the names of the Suppliers and their quoted and evaluated prices.
29. The successful Supplier may be required to submit to the Ministry of Agriculture, Lands and Forestry its Compliance Certificates from the National Insurance Board and the Inland Revenue Division of the Ministry of Finance, prior to the signing of the contract.

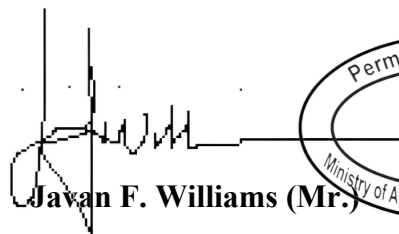
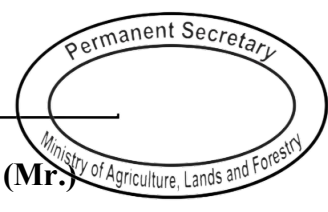
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30. The successful Supplier shall take appropriate steps to ensure that it only enters into and maintains business relations with third parties which are reliable, and which are not subject to a legal prohibition on the establishment of business relations. It shall ensure, in particular, by reference to the sanctions lists published by the United Nations and the European Union, that the funds provided are not released to and do not benefit third parties included in either of the above sanctions lists, either directly or indirectly.

On behalf of the Purchaser:

**Signature:**

**Name:**

**Title/Position:**

  
**Javan F. Williams (Mr.)**  
  
**Permanent Secretary**  
**Ministry of Agriculture, Lands and Forestry**

**Attachments:**

**Annex 1: Purchaser's Requirements**

**Annex 2: Bid Form**

**Annex 3: Contract Forms**

## ANNEX 1: Purchaser's Requirements

### 1.1 List of Goods and Delivery Period (Please note that the final destination is Mirabeau Agriculture Station, St. Andrew, Grenada)

| Line Item N° | Description of Goods (including technical specifications) | Quantity required | Delivery period from date of contract signature | Offer from the supplier - Description of goods including the technical specifications | Offer from the supplier - Quantity |
|--------------|-----------------------------------------------------------|-------------------|-------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------|
| 01           | HDPE Pipe OD75mm PN6 (11.8m lengths )                     | 118 m             | Within ninety (90) days of signing of contract  |                                                                                       |                                    |
| 02           | Compression Tee 90° 75mm x 75mm x 75mm                    | 2                 |                                                 |                                                                                       |                                    |
| 03           | Male connector 75mm x 2"                                  | 5                 |                                                 |                                                                                       |                                    |
| 04           | Quick coupling 75mm                                       | 10                |                                                 |                                                                                       |                                    |
| 05           | Clamp saddle 75mm x 2" ( F )                              | 2                 |                                                 |                                                                                       |                                    |
| 06           | Gate valve 75mm                                           | 1                 |                                                 |                                                                                       |                                    |
| 07           | HDPE Pipe OD 50mm PN6 (100meter coil)                     | 400m              |                                                 |                                                                                       |                                    |

|    |                                         |    |  |  |  |
|----|-----------------------------------------|----|--|--|--|
| 08 | Quick coupling 50mm                     | 22 |  |  |  |
| 09 | Quick coupling elbow 50mm 90°           | 22 |  |  |  |
| 10 | Ball valve 2" x 2" F/F                  | 4  |  |  |  |
| 11 | Ball valve PP MF 1"                     | 8  |  |  |  |
| 12 | Clamp saddle 50mm x 1" F (10 bars)      | 16 |  |  |  |
| 13 | Clamp saddle 50mm x 3/4" F              | 16 |  |  |  |
| 14 | Double acting air-release valve 1" M    | 8  |  |  |  |
| 15 | In-line disk filter 50mm (130-150 mesh) | 4  |  |  |  |
| 16 | Female connector 50mm x 2"              | 30 |  |  |  |
| 17 | Male connector 50mm x 2"                | 30 |  |  |  |

|    |                                                |        |  |  |  |
|----|------------------------------------------------|--------|--|--|--|
| 18 | Compression Tee 90° 50mm x 50mm                | 8      |  |  |  |
| 19 | 50mm Female plug with O-ring                   | 16     |  |  |  |
| 20 | HDPE Pipe OD32mm (100meter coil)               | 400m   |  |  |  |
| 21 | Ball valve 32mm F/F                            | 16     |  |  |  |
| 22 | 32mm quick coupling                            | 40     |  |  |  |
| 23 | 32mm x 32mm compression tee                    | 24     |  |  |  |
| 24 | Female Connector 32mm x 1"                     | 8      |  |  |  |
| 25 | Male connector 32mm x 1"                       | 40     |  |  |  |
| 26 | Terminal 32mm                                  | 16     |  |  |  |
| 27 | Dripline OD16mm, 2l/h spacing 33cm (400m coil) | 4,000m |  |  |  |

|    |                                        |     |  |  |  |
|----|----------------------------------------|-----|--|--|--|
| 28 | Indented grommet 16mm                  | 147 |  |  |  |
| 29 | 16mm barb tee                          | 300 |  |  |  |
| 30 | Indented mini-valve MF 1/4"            | 147 |  |  |  |
| 31 | Quick-coupling 16mm x 16mm             | 300 |  |  |  |
| 32 | Terminal lock 16mm                     | 147 |  |  |  |
| 33 | Pressure gauge 0-6 bars 1/4" M         | 8   |  |  |  |
| 34 | Straight connector 3/4"M x 1/4"F       | 16  |  |  |  |
| 35 | Non-return valve 2" x 2" F/F           | 4   |  |  |  |
| 36 | Foot valve                             | 4   |  |  |  |
| 37 | Teflon seal tape 19mm x 0.2mm<br>x 15m | 4   |  |  |  |

|    |                                                |                                                  |  |  |  |
|----|------------------------------------------------|--------------------------------------------------|--|--|--|
| 38 | Scissor puncher 8mm                            | 4                                                |  |  |  |
| 39 | Pond 1 dimensions: 26'-0"W X 120'-0"L x 8'-0"D | 5,600ft <sup>2</sup><br>(520.26 m <sup>2</sup> ) |  |  |  |
| 40 | Pond 2 dimensions: 26'-0"W X 110'-0"L X 8'-0"D | 5,200ft <sup>2</sup><br>(483.10 m <sup>2</sup> ) |  |  |  |
| 41 | Pond 3 dimensions: 15'-0"W X 100'-0"L X 8'-0"D | 3,500ft <sup>2</sup><br>(325.16 m <sup>2</sup> ) |  |  |  |
| 42 | Pond 4 dimensions: 20'-0"W X 50'-0"L X 8'-0"D  | 2,300ft <sup>2</sup><br>(213.68 m <sup>2</sup> ) |  |  |  |
| 43 | Pond 5 dimension: 20'-0"W X 50'-0"L X 8'-0"D   | 2,300ft <sup>2</sup><br>(213.68 m <sup>2</sup> ) |  |  |  |
| 44 | Pond 6 dimensions: 20'-0"W X 50'-0"L X 8'-0"D  | 2,300ft <sup>2</sup><br>(213.68 m <sup>2</sup> ) |  |  |  |

## 1.2 Technical Specifications

- (As outlined in the table in Annex 1)

## 1.3 Inspection and Tests

Inspections and tests shall be performed on all items received in accordance with **CC16-*Inspections and Tests.***

## ANNEX 2: Bid Forms

### Supplier Bid Form

|                                   |                                                   |
|-----------------------------------|---------------------------------------------------|
| <b>From:</b>                      | <i>[Insert Supplier's name]</i>                   |
| <b>Supplier's Representative:</b> | <i>[Insert name of Supplier's Representative]</i> |
| <b>Title/Position:</b>            | <i>[Insert Representatives title or position]</i> |
| <b>Address:</b>                   | <i>[Insert Supplier's address]</i>                |
| <b>E-mail:</b>                    | <i>[Insert Supplier's email address]</i>          |

|                                    |                                                                                        |
|------------------------------------|----------------------------------------------------------------------------------------|
| <b>To:</b>                         | Ministry of Agriculture, Lands and Forestry                                            |
| <b>Purchaser's Representative:</b> | Javan F. Williams (Mr.)                                                                |
| <b>Title/Position:</b>             | Permanent Secretary                                                                    |
| <b>Address:</b>                    | Ministerial Complex, Sir Eric Gairy Botanical Gardens,<br>Tanteen, St. George, Grenada |
| <b>PIT Ref No.:</b>                |                                                                                        |
| <b>Date of Bid:</b>                | <i>[Insert submission date]</i>                                                        |

Dear Mr. Williams:

#### SUBMISSION OF BID

##### 1. Conformity and no reservations

In response to the above-named PIT, we offer to supply the Goods as per this Bid and in conformity with the PIT, Delivery Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the PIT, including the Contract.

##### 2. Eligibility

We meet the eligibility requirements and have no conflict of interest, in accordance with the Public Invitation to Tender.

##### 3. Suspension and Debarment

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Government of Grenada. Further, we are not ineligible under the Purchaser's Country laws or official regulations.

#### 4. Bid Price

The total price of our offer is *[insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies]*.

#### 5. Bid Validity

Our Bid shall be valid until the date specified in the PIT, and it shall remain binding upon us and may be accepted at any time before it expires.

#### 6. Performance Security

Not Applicable

#### 7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Bid.

*[If none has been paid or is to be paid, indicate "none."]*

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
|                   |         |        |        |
|                   |         |        |        |

#### 8. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Bid and are not bound to accept the lowest evaluated cost Bid, or any other Bid that you may receive, and
- b. annul the PIT process at any time prior to the award of the Contract without incurring any liability to Suppliers.

#### 9. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Supplier:

Name of the person duly authorized to sign the Bid on behalf of the Supplier: *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed: *[insert date of signing]* day of *[insert month]*, *[insert year]*

## Price Schedules

*[The following forms may be used by the Supplier for submitting its bid. The forms may also be used for the contract subsequent to any negotiations.]*

## Bid for Goods: Price Schedule 1

### For Goods to be supplied from outside the Purchaser's country

| 1                                  | 2                            | 3                                             | 4                                                                                 | 5                                                                            | 6                                                                                             | 7                                                         | 8                                                                                                                                                                                                  | 9                                            |
|------------------------------------|------------------------------|-----------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Line Item N°                       | Description of Goods         | Country of Origin                             | Delivery Date as defined by Incoterms                                             | Quantity and physical unit                                                   | Unit price CIP <i>[insert place of destination]</i> / <i>as applicable, FCA (named place)</i> | CIP (or FCA as applicable) Price per line item (Col. 5x6) | <i>[FOR CIP, IF REQUIRED]</i> Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in PIT | Total Price per Line item (Col. 7+8)         |
| <i>[insert number of the item]</i> | <i>[insert name of good]</i> | <i>[insert country of origin of the Good]</i> | <i>[insert quoted Delivery Date quoted phased Delivery periods if applicable]</i> | <i>[insert number of units to be supplied and name of the physical unit]</i> | <i>[insert unit price CIP per unit]</i>                                                       | <i>[insert total CIP price per line item]</i>             | <i>[insert the corresponding price per line item]</i>                                                                                                                                              | <i>[insert total price of the line item]</i> |
|                                    |                              |                                               |                                                                                   |                                                                              |                                                                                               |                                                           |                                                                                                                                                                                                    |                                              |
|                                    |                              |                                               |                                                                                   |                                                                              |                                                                                               |                                                           |                                                                                                                                                                                                    |                                              |
|                                    |                              |                                               |                                                                                   |                                                                              |                                                                                               |                                                           | <b>Bid Price</b>                                                                                                                                                                                   |                                              |

## Bid for Goods: Price Schedule 2

**For Goods to be supplied from within the Purchaser's country**

| 1                           | 2                     | 3                                                                         | 4                                                                     | 5                       | 6                                        | 7                                                                                                                                                                                    | 8                                                                             | 9                                    |
|-----------------------------|-----------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------|
| Line Item N°                | Description of Goods  | Delivery Date as defined by Incoterms                                     | Quantity and physical unit                                            | Unit price EXW          | Total EXW price per line item (Col. 4x5) | [ IF REQUIRED] Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination, specified in PIT | [if known] Sales and other taxes payable per line item if Contract is awarded | Total Price per line item (Col. 6+7) |
| [insert number of the item] | [insert name of Good] | [insert quoted Delivery Date/ quoted phased Delivery dates if applicable] | [insert number of units to be supplied and name of the physical unit] | [insert EXW unit price] | [insert total EXW price per line item]   | [insert the corresponding price per line item]                                                                                                                                       | [insert sales and other taxes payable per line item if Contract is awarded]   | [insert total price per item]        |
|                             |                       |                                                                           |                                                                       |                         |                                          |                                                                                                                                                                                      |                                                                               |                                      |
|                             |                       |                                                                           |                                                                       |                         |                                          |                                                                                                                                                                                      |                                                                               |                                      |
|                             |                       |                                                                           |                                                                       |                         |                                          |                                                                                                                                                                                      |                                                                               |                                      |
|                             |                       |                                                                           |                                                                       |                         |                                          |                                                                                                                                                                                      | <b>Bid Price</b>                                                              |                                      |

## Total Bid: Price Schedule 3

**The total price for the supply and delivery of the Goods, and related Services is as follows:**

| Price Schedule          | Amount |
|-------------------------|--------|
| Goods: Price Schedule 1 |        |
| Goods: Price Schedule 2 |        |
| VAT                     |        |
| <b>Total Bid</b>        |        |

## ANNEX 3: Contract Forms

### Contract Agreement

THIS AGREEMENT made the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) ***Government of Grenada, Ministry of Agriculture, Lands and Forestry*** (hereinafter called “the Purchaser”), of the one part, and
- (2) [ *insert name of Supplier* ], a corporation incorporated under the laws of [ *insert: country of Supplier* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods, ***Procurement of Irrigation Equipment and Pond Liner***, and has accepted a bid by the Supplier for the supply of those Goods,

The Purchaser and the Supplier agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Award of Contract
  - (b) the Supplier’s Bid
  - (c) Conditions of Contract
  - (d) the Purchaser’s Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) the completed Schedules (including Price Schedules)
  - (f) any other document listed as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser 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 times and in the manner prescribed by the Contract.

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 indicated above.

**For and on behalf of the Purchaser:**

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

in the capacity of *Permanent Secretary w.r.f. Agriculture, Lands and Forestry*

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

**For and on behalf of the Supplier:**

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

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

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

## Conditions of Contract

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>1. Definitions</b></p> | <p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> <li>(a) “MOA” means the Ministry of Economic Development, Planning, Agriculture and Lands, Forestry, Marine Resources and Cooperatives.</li> <li>(b) “CC” means the Conditions of Contract.</li> <li>(c) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</li> <li>(d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</li> <li>(e) “Contract Price” means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</li> <li>(f) “Day” means calendar day.</li> <li>(g) “Completion” means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract.</li> <li>(h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(i) “Party” means the Purchaser or the Contractor, as the context requires, and “Parties” means both of them.</li> <li>(j) “Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.</li> <li>(k) “Purchaser’s Country” is the country specified in the CC 2.</li> <li>(l) “Related 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, as applicable.</li> <li>(m) “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</li> </ul> |
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|                                                                          | <p>of any part of the Related Services is subcontracted by the Supplier.</p> <p>(n) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(o) “The Project Site,” where applicable, means the place named CC 2.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2. <b>Purchaser, Purchaser’s Country, Project Site/Final Destination</b> | <p>2.1 The Purchaser is: <i>Ministry of Agriculture, Lands and Forestry</i></p> <p>2.2 The Purchaser’s Country is: <i>Grenada</i></p> <p>2.3 The Project Site(s)/Final Destination(s) is/are: <i>Beneficiary Farmers</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 3. <b>Incoterms</b>                                                      | <p>3.1 The edition of Incoterms that shall apply is: <i>Incoterms 2020</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4. <b>Notices and Addresses for notices</b>                              | <p>4.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.</p> <p><b><u>Address for notices to the Purchaser:</u></b></p> <p><i>Javan F. Williams (Mr.)</i></p> <p><i>Permanent Secretary</i></p> <p><i>Ministry of Agriculture, Lands and Forestry</i></p> <p><i>Ministerial Complex, Sir Eric Gairy Botanical Gardens</i></p> <p><i>Tanteen, St. George</i></p> <p><i>Grenada</i></p> <p><a href="mailto:ps@moa.gov.gd">ps@moa.gov.gd</a>; cc <a href="mailto:joseph.noel@moa.gov.gd">joseph.noel@moa.gov.gd</a></p> <p><b><u>Address for notices to the Supplier:</u></b></p> <p><i>[insert the name of officer authorized to receive notices]</i></p> <p><i>[title/position]</i></p> <p><i>[department/work unit]</i></p> <p><i>[address]</i></p> <p><b><i>[Electronic mail address]</i></b></p> |
| 5. <b>Governing Law</b>                                                  | <p>5.1 The Contract shall be governed by and interpreted in accordance with the laws of <i>Grenada</i>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|                                                              | <p>5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when:</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Purchaser's country prohibits commercial relations with that country; or</li> <li>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                 |
| <p><b>6. Settlement of Disputes</b></p>                      | <p>6.1 <i>[CC 6(a) shall be retained in the case of a Contract with a foreign Supplier and CC 6 (b) shall be retained in the case of a Contract with a national of the Purchaser's Country.]</i></p> <p>(a) Contract with foreign Supplier:</p> <p><b><i>[unless the Purchaser chooses the commercial arbitration rules of another international arbitral institution, the following sample clause should be inserted:]</i></b></p> <p>All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.</p> <p>(b) Contracts with Supplier national of the Purchaser's Country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p> |
| <p><b>7. Shipping and other documents to be provided</b></p> | <p>7.1 The Delivery of the Goods and shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.</p> <p>Details of Shipping and other Documents to be furnished by the Supplier are: <i>[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 or any other documents that may be required for customs clearance.]</i></p> <p>The above documents shall be received by the Purchaser:</p>                                                                                                                                                                                                                                                                    |

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|                             | <p>(i) before arrival of the Goods, if the mode of payment is through letter of credit if so specified in CC 9. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise;</p> <p>(ii) on shipment.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>8. Contract Price</b>    | <p>8.1 The Contract Price is specified in Price Schedule 4.</p> <p>8.2 Subject to CC 31 and 32, the prices charged by the Supplier for the Goods supplied under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Purchaser.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>9. Terms of payment</b>  | <p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods supplied:</b></p> <p>Payment for Goods supplied shall be made in Eastern Caribbean dollars, as follows:</p> <p>(i) <b>Advance Payment: Fifty (50) percent</b> of the Contract Price shall be paid within Fifteen (15) days of signing of the Contract upon submission of a claim for the amount.</p> <p>(ii) <b>Delivery: Twenty-five (25) percent</b> of the Contract Price shall be paid within ten (10) days of delivery of half of the water tanks to beneficiary farmers upon submission of a claim for the amount.</p> <p>(iii) <b>Final Delivery: Twenty-five (25) percent</b> of the Contract Price shall be paid within ten (10) days of final delivery of all water tanks upon submission of a claim for the amount.</p> |
| <b>10. Taxes and Duties</b> | <p>10.1 For Goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.</p> <p>10.2 For Goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> <p>10.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.</p>                                                                                                                                                 |

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| 11. <b>Performance Security</b>               | 11.1 <i>Not Applicable</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 12. <b>Subcontractors</b>                     | 12.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 13. <b>Specifications and Standards</b>       | 13.1 The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 14. <b>Packing, marking and documentation</b> | <p>14.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>14.2 The packing, marking and documentation within and outside the packages shall be: <i>[insert the type of packing required, the markings in the packing and all documentation required; or refer to the Technical Specifications]</i></p> |
| 15. <b>Insurance cover</b>                    | 15.1 The insurance coverage shall be as specified in the Incoterms.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 16. <b>Inspections and Tests</b>              | <p>16.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out the tests and/or inspections of the Goods and Related Services <b>as are specified in the Technical Specifications.</b></p> <p>16.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in any other location, <b>as specified in the Technical Specifications.</b> Subject to CC 17.3, if conducted on the premises of the Supplier or its Subcontractor,</p>                                                                                                                                                                                                                                                                     |

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|                                              | <p>all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>16.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC 17.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>16.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>16.5 In accordance with CC 31, the Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract.</p> <p>16.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>16.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall replace such rejected Goods or parts thereof to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC 17.5.</p> <p>16.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC 17.7, shall release the Supplier from any warranties or other obligations under the Contract</p> |
| <b>17. Delivery Date and Completion Date</b> | <p>17.1 The Delivery Date of the Goods shall be: Between 3-12 weeks from date of contract signing.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>18. Liquidated damages and bonuses</b>    | <p>18.1 The liquidated damage shall be <i>1%</i> of the price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance.</p> <p>The maximum amount of liquidated damages shall be <i>10%</i> of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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| <b>19. Warranty</b>                     | <p>19.1 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.</p> <p>19.2 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.</p> <p>19.3 The warranty shall remain valid for [6] months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for [9] months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>19.4 The period for replacement after being notified of the defect by the Purchaser shall be within 365 days.</p> <p>19.5 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 20.4, the Purchaser 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 Purchaser may have against the Supplier under the Contract.</p> <p>19.6 For purposes of the warranty, the place(s) of final destination(s) shall be: <i>Beneficiary Farmers</i></p> |
| <b>20. Copyright</b>                    | <p>20.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>21. Fraud and Corruption</b>         | <p>21.1 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for Bids or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>22. Inspections and Audit by MOA</b> | <p>22.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, MOA and/or persons appointed by MOA to inspect the site and/or the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|                                           | <p>accounts, records and other documents relating to the request for Bids process and/or execution of Contract. The Supplier's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of MOA's inspection and audit rights constitute a prohibited practice subject to contract termination.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p><b>23. Limitation of Liability</b></p> | <p>23.1 Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> <li>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</li> <li>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <p><b>24. Force Majeure</b></p>           | <p>24.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), 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.</p> <p>24.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>24.3 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 the Force Majeure event.</p> <p>24.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60)</p> |

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|                        | <p>days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>25. Termination</b> | <p><b>25.1 Termination for Default</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>(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 by the Purchaser;</li> <li>(ii) if the Supplier fails to perform any other obligation under the Contract; or</li> <li>(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract.</li> </ul> <p>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 if applicable similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p><b>25.2 Termination for Convenience</b></p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) The Goods that are 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: <ul style="list-style-type: none"> <li>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</li> </ul> </li> </ul> |

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|                         | <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>26. Forced Labor</b> | <p>26.1 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in CC 27.2 and CC 27.3.</p> <p>26.2 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.</p> <p>26.3 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>27. Child Labor</b>  | <p>27.1 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>27.2 The Supplier, including its Subcontractors, shall not employ or engage 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.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</li> <li>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the</li> </ul> |

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| <b>28. Health and safety obligations</b> | 28.1 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>29. Patent Indemnity</b>              | <p>29.1 The Supplier shall, subject to the Purchaser's compliance with CC 30.2, indemnify and hold harmless the Purchaser 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 Purchaser 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:</p> <ul style="list-style-type: none"> <li>a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>b) the sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC 30.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against</p> |

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|                                                         | <p>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 Purchaser.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p><b>30. Change Orders and Contract Amendments</b></p> | <p>30.1 The Purchaser may at any time order the Supplier through notice in accordance CC 4.1, to make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) changes in quantities of Goods to be supplied within the range specified herewith. <i>The maximum percentage by which quantities may be increased is: 15%; The maximum percentage by which quantities may be decreased is: 15%</i></li> <li>(d) the place of delivery;</li> <li>(e) any test and/or inspection not required by the Contract but deemed necessary, pursuant to CC 17.5; and</li> <li>(f) the Related Services to be provided by the Supplier.</li> </ul> <p>30.2 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. 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 Purchaser's change order.</p> <p>30.3 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p> |
| <p><b>31. Change in Laws and Regulations</b></p>        | <p>31.1 Unless otherwise specified in the Contract, if after the date of submission of Bid, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|                           | change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. |
| <b>Additional Clauses</b> | Not Applicable                                                                                                                                                                                                                                                                                                                                                         |

## Sample Letter of Award of Contract

*[modify as appropriate]*

*[use letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Notification of Award of Contract No. . . . .***

In reference to the PIT *[insert reference number and date]*, your Bid *[insert reference number and date]* in the amount of [     ] has been accepted.

Please find attached herewith the Contract. You are requested to sign the contract within *[insert no of days]*.

***[Insert the following only if Performance Security is required:]*** “You are also requested to furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Forms attached to the Contract.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract**