



CONTRACT NUMBER:	CCCCC/KFW/GRENCODA-2018-[Name of Contractor]
CONTRACT NAME:	Construction of Gouyave MPA Office on Upper Depradine Street, Gouyave, St. John, Grenada
ACCOUNTING INFORMATION	
Project:	Construction of Gouyave MPA Office
Source of funds:	Government, U.S. <input type="checkbox"/> Government, non-U.S. <input type="checkbox"/> Private Multi-/Bilateral Org. <input checked="" type="checkbox"/> Host Country Government <input type="checkbox"/> Non-US Charitable or For-Profit <input type="checkbox"/> KfW German Development Bank through the Caribbean Community Climate Change Centre.

This Contract is made this [day, month, year] between GRENADA COMMUNITY DEVELOPMENT AGENCY, having its principal place of business at Lower Depradine Sreet, Gouyave, St. John, Grenada (hereinafter called “GRENCODA”) and _____, having its principal place of business at _____ (hereinafter called “the Contractor”);

WHEREAS, GRENCODA has received financing from the Caribbean Community Climate Change Center (5Cs) with co-financing from the Federal Republic of Germany through the German Development Bank (KfW), toward the cost of the project titled: Community-based Coastal Ecosystem Management for Climate Adaptation in Selected Areas of Grenada;

AND WHEREAS, in pursuance of its objectives, GRENCODA is desirous of obtaining services of a contractor for the construction of a MPA Office for the Gouyave MPA on Upper Depradine Street, Gouyave, St. John, Grenada St. John, Grenada; as more particularly described in Schedule I (*Bill of Quantities, Plans and Drawings*), Schedule II (*Technical Specification*) and Schedule III (*Work Schedule*) (hereinafter called “the Works”);

AND WHEREAS, the Contractor is willing and able to provide the services on the terms and conditions hereinafter contained and in accordance with Schedule I (*Bill of Quantities, Plans and Drawings*), Schedule II (*Technical Specification*), Schedule III (*Work Schedule*), Schedule IV (*Advance Payment Security/Bank Guarantee*) Schedule V (*Performance Bond*), and Schedule VI (Signed Declaration of Undertaking) which are annexed hereto and shall be treated as integral parts of this Contract;

NOW THEREFORE, the parties hereby agree as follows:

1. SCOPE OF WORKS

The Contractor agrees to carry out the services on the terms and conditions in accordance with the terms of this offer as set out in Schedule I (*Bill of Quantities, Plans and Drawings*), Schedule II (*Technical Specification*), Schedule III (*Work Schedule*), Schedule IV (*Advance Payment Security / Bank Guarantee*), Schedule V (*Performance Bond*) and Schedule VI (Signed Declaration of Undertaking) annexed hereto.

2. CONSIDERATION

It is understood and agreed that this is a fixed price contract for the provision of services by the Contractor in the sum of *[contract amount in words and numbers]*

3. COMMENCEMENT AND DURATION

The contract duration shall not exceed a period of *[X months]* commencing on the *[day, month, year]* and ending on the *[day, month, year]* when the whole of the Works shall be completed.

4. PAYMENTS

Payments shall be made as follows:

(a) The Contractor shall be paid an advance payment of twenty percent (20%) of the Contract Price, valued at _____ (EC\$XXX) after the signing of the Contract and within 5 working days of receipt by GRENCODA of an invoice in the same amount and an Advance Payment Security / Bank Guarantee (Schedule IV) for the same amount valid and in full effect from the date that the advance payment is received by the Contractor until the Contract has been completed. Subsequent payments shall be reduced by ___ equal amounts for pro rata amortisation of the advance payment

(b) Twenty-five percent (25%) valued at _____ (EC\$XXX) when the Contractor has _____

(c) Twenty-five percent (25%) valued at _____ (EC\$XXX) when the Contractor has _____

(d) Twenty-five percent (20%) valued at _____ (EC\$XXX) when the Contractor has _____

(e) The final twenty-five percent (10%) valued at _____ (EC\$XXX) when the _____, all the Works have been completed and inspected, and the Works Supervisor has deemed that _____

5. SUPERVISION

The performance of the Works shall be overseen by GRENCODA's engineer, Mr. Carlyle Glean referred to as the "Works/Building Supervisor".

The Contractor shall execute the Works in strict accordance with the Contract, including all of its annexes, to the satisfaction of the Works Supervisor.

At any time, the Works Supervisor may inspect the works without notice.

6. DEFECTS LIABILITY PERIOD

- a) The Contractor shall be responsible for making good with all possible speed any defect in or any damage to any portion of the Works which may appear or occur during a period of six months after the Works have been completed:
 - (i) from defective workmanship or;
 - (ii) from any act or omission of the Contractor done or omitted during the Contract period.
- b) If any such defect or damage is not remedied within two weeks of receipt of notification, GRENCODA may proceed to remedy the defect at the Contractor's risk and expense.

7. LIQUIDATED DAMAGES

- (a) Liquidated damages for Late Completion: Without prejudice to all its other remedies under the Contract, GRENCODA shall deduct from the Contract Price, as liquidated damages, a sum equivalent to two percent (2%) of the Contract Price per week for every week that the date of completion of the Works is later than the required completion date specified in Clause 3 above. The total amount of liquidated damages resulting from Late Completion shall not exceed an amount equivalent to ten percent (10%) of the Contract Price.
- (b) Payment of liquidated damages shall not affect the Contractor's other liabilities or obligations under the Contract.

8. RETENTION

GRENCODA shall retain from each payment due to the Contractor 5 percent (5%) of the amount to be paid, and hold such retention amount until completion of the whole of the Works. On completion of the whole of the Works, half of the total amount retained shall be paid to the Contractor, and the other half shall be paid when the Defects Liability Period has passed and the Works Supervisor has certified that all Defects notified by the Works Supervisor to the Contractor before the end of this Period have been corrected.

9. PERFORMANCE BOND

On or before the date of commencement of the Contract, the Contractor shall furnish the Performance Bond in the format prescribed in Schedule V in the amount of 10% of the Contract Price. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the surety's take-over of the completion of the Contract. No right of action shall accrue on this Bond to or for the use of any person or corporation other than GRENCODA or the heirs, executors, administrators, successors, and assigns of GRENCODA.

10. INDEMNITY AND INSURANCE

- (a) Indemnity. The Contractor agrees to indemnify GRENCODA, Caribbean Community Climate Change Centre, KfW German Development Bank, each of their respective affiliates, and each of their respective officers, employees, agents, assigns and successors, against any loss, damage or claims arising as a result of the actions of the Contractor, his/her/its

employees or subcontractors engaged by the Contractor under the Contract.

11. SUBCONTRACTING

Subcontracting is not allowed under this Contract.

12. INJURY COMPENSATION

In all circumstances the Contractor shall be responsible to take out, at his/her/its own expense, medical and other insurance covering the period of this Contract, as the Contractor may consider advisable.

13. DISPUTE SETTLEMENT

13.1. Any disputes arising out of or in connection with this Contract shall be submitted to arbitration by a single arbitrator, agreed to by both parties, if attempts at settlement by negotiation have failed.

13.2. If the parties are unable to agree on a single arbitrator within thirty (30) days of the request for arbitration, then each party shall proceed to appoint one arbitrator and the two arbitrators thus appointed shall agree on a third. The arbitrators shall rule on the cost, which may be divided between parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute. Both parties must agree to the use of the above arbitration procedure in writing before they become effective.

14. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

14.1. The rights and obligations of the Contractor are strictly limited to the terms and conditions of this Contract. Accordingly, the Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract.

14.2. The Contractor shall be solely liable for claims by third parties arising from the Contractor's own negligent acts or omission in the course of performing this Contract, and under no circumstances shall GRENCODA be held liable for such claims by third parties.

15. TERMINATION

GRENCODA may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor.

If at any time GRENCODA's grant from Caribbean Community Climate Change Centre of funds from the KfW German Development Bank CfPs/LAMs/01-15-FA-02 is terminated, this Contract shall be automatically terminated without liability to GRENCODA as of the termination date of GRENCODA's grant agreement with Caribbean Community Climate Change Centre. Should this occur, payment for Works satisfactorily completed shall be adjusted accordingly. The balance of amounts payable to the Contractor for Works satisfactorily completed, if any, shall be paid to the Contractor.

GRENCODA shall not be obligated to pay for any work performed after the date of suspension or

termination. Upon either of such dates, the Contractor shall stop work, immediately terminate any obligations that it may have entered into in connection with this Contract, shall settle all legally binding obligations and claims resulting from such termination.

16. TAXES

The Contractor shall be responsible for filing and payment of all applicable taxes, in compliance with any and all provisions and requirements arising under any and all applicable tax laws. Neither national nor local income tax, nor payroll tax of any kind shall be withheld or paid by GRENCODA on behalf of the Contractor, or employees of the Contractor.

17. COMPLIANCE WITH LAWS

The Contractor represents, warrants, and agrees that, in connection with the transactions contemplated by this Contract: (a) the Contractor can lawfully work in the country or countries in which the work under this Contract will be performed; (b) the Contractor shall obtain, at his/her/its own expense (except to the extent otherwise explicitly stated in this Contract) any permits or licenses required for the Contractor's services under this Contract; and (c) the Contractor shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of Grenada, and any other jurisdiction(s) in which the Contractor is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Contractor under this Contract (in each case, an "Applicable Law"). The Contractor shall not take any actions that might cause GRENCODA to be in violation of any of such Applicable Laws.

18. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of Grenada

19. BINDING EFFECTS / AMENDMENTS

This Contract shall become binding when signed by the parties. This Contract supersedes all prior or contemporaneous communications and negotiations, both oral and written, and constitutes the entire Contract between the parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.

20. SEVERABILITY

If any provision of this Contract is held invalid, the other provisions shall not be affected thereby.

21. PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- i) The terms of this Contract, including, if applicable, subsequent amendments;
- ii) Annexes to this 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 behalf of the **Grenada Community Development Agency (GRENCODA)**

For: GRENCODA

For: CONTRACTOR

Name: Ms. Judy Williams

Name: _____

Title: General Secretary

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Annexes

Schedule I (*Bill of Quantities, Plans and Drawings*)

Schedule II (*Technical Specifications*)

Schedule III (*Work Schedule*)

Schedule IV (*Template for Bank Guarantee for Advance Payment Security*)

Schedule V (*Performance Bond*)

Schedule VI (*Declaration of Undertaking*)