

CONTRACT Works Construction of the Telescope Boardwalk

THIS CONTRACT is entered into this XXXX between the Grenada Organic Agricultural Movement (GOAM) having its principal business at Upper Depradine Street, Gouyave, St. John, Grenada (herein called “GOAM” and **(CONTRACTOR)** having its principal place of business at (address) (hereinafter called “*the Contractor*”);

WHEREAS, GOAM has received financing from the Federal Republic of Germany through the German Development Bank (KfW) through the assistance of the Caribbean Community Climate Change Centre (the Centre), toward the cost of the project titled: Community-led ecosystem based adaptation to climate change at selected marine and terrestrial areas of Grenada;

AND WHEREAS, in pursuance of its objectives, GOAM is desirous of obtaining services for the sourcing and procurement of materials and supplies as well as the construction of the Telescope Boardwalk (herein call 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 and Drawings, Schedule II (Technical Specifications), Schedule III (Work Schedule), Schedule IV (Advance Payment Security/Bank Guarantee), and Schedule V (signed Declaration of Undertaking), which are annexed hereto and shall be treated as an integral part of this Contract;

NOW THEREFORE, the parties hereto 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 and Drawings*), Schedule II (*Technical Specification*), Schedule III (*Work Schedule*), Schedule IV (Advance Payment Security/Bank Guarantee), and Schedule V (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 \$XXXXUSD.

3. COMMENCEMENT AND DURATION

The contract shall commence on the XXX, 2018 and shall end on the XXX, 2018 when all the works have completed and inspected.

4: **PAYMENTS**

Payments shall be made as follows and in Eastern Caribbean Dollars (EC):

1. ***The Contractor shall be paid an advance of up to 20% (\$XXXX XCD)*** upon presentation and approval of Work Schedule after signing the contract and within 15 days of receipt of GOAM of an invoice for 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 is received by the Contractor until the Contract has been completed.
2. Clearing of path within the mangroves with minimal damage; **20% (\$XXXX XCD)**
3. ***Clearing of path within the mangroves with minimal damage; 25% (\$XXXX XCD)***
4. ***Excavation of the column holes; 25% (\$XXXX XCD)***
5. ***Casting of concrete support; 25% (\$XXXX XCD)***
6. ***Construction of Boardwalk with railings. 25% (\$XXXX XCD)***

5. **SUPERVISION**

The Contractor shall execute the Works in strict accordance with the Contract to the satisfaction of Mr. Kelvin Alexis (GOAM's Architect/Building supervisor) (hereinafter called the "Supervisor") and shall comply with and adhere to specifications for the construction of the Telescope Boardwalk.

6. **DEFECTS AFTER DELIVERY**

(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 3 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 said period.

(b) If any such defect or damage be not remedied within a reasonable time, the GOAM may proceed to remedy the defect at the Contractor's risk and expense.

7. **LIQUIDATED DAMAGES**

Without prejudice to all its other remedies under the Contract, the GOAM shall deduct from the Contract Price, as liquidated damages, a sum equivalent to two percent (2%) per week for every week that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed an amount equivalent to ten percent (10%) of the Contract Price. Payment of liquidated damages shall not affect the Contractor's liabilities.

8. **RETENTION**

The GOAM shall retain from each payment due to the Contractor five percent (5%) of the amount to be paid until completion of the whole of the Works. On completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the building supervisor to the Contractor before the end of this period have been corrected.

9. **INDEMNITY**

The Contractor agrees to indemnify the GOAM against any loss, damage or claims arising against the GOAM as a result of the actions of the Contractor, his/her/its employees or subcontractors engaged by the Supplier under the Contract

10. **SUBCONTRACTING**

The Consultant shall not assign this Contract or sub-contract any portion of it without the GOAM prior written consent.

11. **INJURY COMPENSATION**

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

12. **INSPECTIONS AND TESTS**

The GOAM or its representative shall have the right to inspect and/or to test the Works to confirm their conformity to the Technical specifications at no extra cost to GOAM should any inspected or tested part of the Works fail to conform to the specifications, GOAM may reject the Works or part thereof, and the Contractor shall (within 7 days) either replace the rejected Works or make alterations necessary to meet specification requirements free of cost to the GOAM.

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 agreement. Accordingly, the Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- 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 agreement, and under no circumstances shall the GOAM be held liable for such claims by third parties

15. TERMINATION FOR INSOLVENCY

The Purchaser 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.

16. APPLICABLE LAW

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



Grenada Organic Agriculture Movement

Upper Depradine Street,

Gouyave St. John.

Works Contract # 14

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: GOAM

For: CONTRACTOR

Name: Dr. Dunstan Campbell

Name: _____

Title: President

Title: Contractor

Signature: _____

Signature: _____

Date: _____

Date: _____

Witness: _____

Witness: _____

Annexes

Schedule I: Bill of Quantities and Drawings

Schedule II: Technical Specifications

Schedule III: Work Schedule

Schedule IV: Advance Payment Security/Bank Guarantee

Schedule V: Signed Declaration of Undertaking