



MINISTRY OF PUBLIC SERVICE, CONSUMER AFFAIRS  
AND SPORTS  
1ST FLOOR, MINISTERIAL BUILDING  
HALIFAX STREET  
KINGSTOWN  
ST. VINCENT & THE GRENADINES

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BID DOCUMENT

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**PROPOSED WORKS:**

Improvement to Arnos Vale Sports Complex: Lot 3: Upgrade of the Earthen Ring Road

CLIENT: Ministry of Public Service, Consumer Affairs and Sports  
1st Floor, Ministerial Building  
Halifax Street  
Kingstown  
St. Vincent and the Grenadines

ENGINEER/PROJECT MANAGER: The Chief Engineer  
Ministry of Transport, Works Lands and Physical Planning  
Halifax Street  
Kingstown  
St. Vincent and the Grenadines

DATE ISSUED: MARCH, 2023

# Tender Document

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# SECTION 1

## INSTRUCTIONS TO BIDDERS

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## **Instructions to Bidders**

### **A. General**

#### **1. Scope of Bid**

- 1.1** The Employer, as defined in the Contract Data, invites bids for the “**Improvement to Arnos Vale Sports Complex: Lot 3: Upgrade of the Earthen Ring Road**”
- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date as specified in the Contract Data.

#### **2. Source of Funds**

- 2.1** The Employer, as defined in the Bidding Data, has secured funds, towards the cost of the Project, as defined in the Bidding Data, to cover eligible payments under the Contract for the Works.

#### **3. Eligible Bidders**

- 3.1** A Bidder may be a natural person, private entity, or government- owned entity or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (JVCA). In the case of a JVCA:

- (a) unless otherwise specified in the BDS, all partners shall be jointly and severally liable, and
- (b) the JVCA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVCA during the bidding process and, in the event the JVCA is awarded the Contract, during contract execution.

*3.2.1 A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.*

- 3.3** A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have a controlling partner in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this bid; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

- e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor not otherwise participating as a Bidder, in more than one bid; or
- f) a Bidder participated as a consultant in the preparation of the Section VI, Requirements that are the subject of the Bid; or
- g) a Bidder, or any of its affiliates has been hired or is proposed to be hired by the Employer or Recipient for the supervision of the contract.

#### **4. Qualification of the Bidder**

**In order to be Qualify for an award of Contract the Bidder must comply with the following:**

**4.1.1** All bidders **shall** complete the forms provided in Section 2: Forms of Bid and Qualification Information.

**4.2** All bidder must provide, unless otherwise stated:

- (a) copies of original documents establishing their legal status, place of registration, and principal place of business and written authority of the signatory of the Bid to commit the Bidder;
- (b) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources) for the amount stated in the Bidding Data.
- (c) authority to seek references from the Bidder's bankers;
- (d) proposals, if any, for subcontracting components of the Works amounting to more than 10 percent of the Contract Price. (see Section 9: Form9.4)

#### **5. One Bid Per Bidder**

**5.1** Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

#### **6. Cost of Bidding**

**6.1** The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

#### **7. Site Visit, Pre Bid**

**7.1** The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

## **B. Bidding Document**

### **8. Content of Bidding Document**

**8.1** The bidding document comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

<b>Section</b>		
	-	Instruction to Bidders
	-	Forms of Bid, Qualification Information
	-	Contract Data (Appendix to Tender)
	-	Letter of Acceptance, Contract Agreement
	-	General Conditions of Contract and Conditions of Particular application
	-	Technical Specifications
	-	Bill of Quantities
	-	Forms of Securities
	-	Drawings

**8.2** The number of copies to be completed and returned with the Bid is specified in the Bidding Data.

### **9. Clarification of Bidding Documents**

**9.1** A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (includes telex and facsimile) at the Employer's address indicated in the Invitation to Bid. The Employer will respond to any request for clarification received earlier than the number of days specified in the Bidding Data prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

### **10. Amendment of Bidding Documents**

**10.1** Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

**10.2** Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by facsimile to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

**10.3.1** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 20.2 below.

**10.3.2** Notwithstanding ITB Sub-Clause 10.1, the Employer may modify the bidding documents by issuing an addenda by at least **seven (7)** days prior to the deadline for submission of bids. If the Employer cannot respect the number of days condition specified, the deadline for submission of bids shall be extended.

## **C. Preparation of Bids**

### **11. Language**

**11.1** All documents relating to the Bid shall be in the English language.

### **12. Documents Comprising the Bid**

**12.1** The Bid submitted by the Bidder shall comprise the following:

- (a) The Bid (in the format indicated in Section 2A);
- (b) Bid Security (in the format indicated in Section 6);
- (c) Priced Bill of Quantities (in format indicated in Section 8);
- (d) Completed Qualification Information Forms and Documents (Section 2A);
- (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as specified in the Bidding Data.

### **13. Bid Prices**

**13.1** The Contract shall be for the whole Works, as described in the ITB Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

**13.2** The Bidder shall fill in rates and prices for all items of the Works described in the drawings and specifications and listed in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

**13.3** All duties, included VAT, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date specified in the Bidding Data, **shall be included in the rates, prices,** and total Bid price submitted by the Bidder.

**13.4** The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if provided for in the Bidding Data and the Contract Data and the provisions of the Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Contract Data and the Conditions of Contract.

### **14. Currencies of Bid and Payment**

**14.1** The unit rates and prices shall be quoted by the Bidder entirely in the currency of the Employer's country specified in the Contract Data. Foreign currency requirements shall be indicated as a percentage of the Bid price (excluding provisional sums) and shall be payable at the option of the Bidder in (a) the currency of the bidder's home country, or (b) in the currencies of the countries from which the goods or services for the works will be acquired.

**14.2** The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the percentage(s) mentioned in Sub-Clause 14.1 above shall be the selling rates for similar transactions established by the authority specified in the Contract Data prevailing on the date specified in the Bidding Data. These exchange rates shall apply for all payments so that no exchange risk will be borne by the Bidder. If the Bidder uses other rates of exchange, the provisions of Clause 28.1 shall apply. In any case, payments will be computed

using the rates quoted in the Bid.

**14.3** Bidders shall indicate details of their expected foreign currency requirements in the Bid.

**14.4** Bidders may be required by the Employer to clarify their foreign currency requirements and to substantiate that the amounts included in the rates and prices and in the Contract Data are reasonable and responsive to ITB Sub-Clause 14.1.

## **15. Bid Validity**

**15.1** Bids shall remain valid for the period specified in the Bidding Data.

**15.2** In exceptional circumstances, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.

## **16. Bid Security**

**16.1** The Bidder shall furnish as part of its bid, a bid security for the amount as specified in the Bidding Data sheet.

**16.2** The Bid Security shall be either a manager check or a guarantee, from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 9, or in another substantially similar format approved by the *Employer* prior to bid submission. In either case, the form must include the complete name of the Bidder.

**16.3** The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 15.2.

Any bid not accompanied by a *substantially* responsive bid security, if required in accordance with ITB 16.1, shall be rejected by the *Employer* as non-responsive.

If a bid security is specified pursuant to ITB 16.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 41.

If a bid security is specified pursuant to ITB 16.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

The bid security may be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or if the successful Bidder fails to:

- **sign the Contract in accordance with ITB 33; or**



- furnish a performance security in accordance with ITB 34.
- The Bid Security of a *JVCA* shall be in the name of the *JVCA* that submits the bid. If the *JVCA* has not been constituted into a legally-enforceable *JVCA*, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 3.1.

## **17. Alternative Proposals by Bidders**

- 17.1 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 17.2 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the *Employer's* requirements as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the *Employer*, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the *Employer*

**When specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Requirements and such parts will be **identified in the BDS** as will the method for their evaluation and described in Section VI, Requirements.

## **18. Format and Signing of Bid**

- 18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the Bid, in the number specified in the Bidding Data, and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.
- 18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2(a) or 4.2(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

## **D. Submission of Bids**

### **19. Sealing and Marking of Bids**

- 19.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and place both into one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".
- 16.1 the inner envelopes shall be completely sealed and shall bear the following information:

- the name and address of the Bidder;
  - the name and identification number of the Contract as defined in Contract Data; and
  - the address of the Employer at the address specified in the Bidding Data.
- 16.2** the outer envelope shall completely enclose the inner envelopes, shall be completely sealed and shall **only** bear the following information:
- the name and identification number of the Contract as defined in the Contract Data;
  - a warning not to open before the specified time and date for the Bid opening as defined in the Bidding Data; and
  - the address of the Employer as specified in the Bidding Data.
- 16.3** no marks, which could be used to identify the Bidder, shall be visible on the outer envelope.
- 19.2** If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid, and the bid shall be returned unopened to the Bidder.
- 20. Deadline for Submission of Bids**
- 20.1** Bids shall be delivered to the Employer at the address specified in the Bidding Data no later than the time and date specified in the Bidding Data.
- 20.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21. Late Bids**
- 21.1** Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.
- 22. Modification and Withdrawal of Bids**
- 22.1** Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.
- 22.2** Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or WITHDRAWAL", as appropriate.
- 22.3** No Bid may be modified after the deadline for submission of Bids.
- 22.4** Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

- 22.5** Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or including discounts or modifications in the original Bid submission.

### **E. Bid Opening and Evaluation**

#### **23. Bid Opening**

- 23.1** The Employer will open the bids, including modifications made pursuant to Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Bidding Data.
- 23.2** Outer Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.
- 23.3** The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 23.4** The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.

#### **24. Process to Be Confidential**

- 24.1** Except as may be required by law, after opening of the bids, information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of its Bid.

#### **25. Clarification of Bids**

- 25.1** To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.
- 25.2** From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.
- 25.3** Any attempt by a bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

## **26. Examination of Bids and Determination of Responsiveness**

**26.1** Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

**26.2** A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**26.3** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **27. Correction of Errors**

**27.1** Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern, and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**27.2** The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.8.

## **28. Currency for Bid Evaluation**

**28.1** Bids will be evaluated as quoted in the currency of the Employer's country as defined in the Contract Data in accordance with Sub-Clause 14.1, unless a Bidder has used different exchange rates than those prescribed in Sub-Clause 14.2, in which case the Bid will be first converted into the amounts payable in different currencies using the rates quoted in the Bid and then reconverted to the Employer's currency using the exchange rates prescribed in Sub-Clause 14.2.

## **29. Evaluation and Comparison of Bids**

- 29.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.
- 29.2** In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to Clause 27;
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively;
  - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and
  - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.
- 29.3** The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 29.4** The estimated effect of any price adjustment conditions under the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 29.5** If the bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the *Employer*, the *Employer* may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

## **30. Margin of Preference**

- 30.1** No Margin of Preference is applicable to this Contract.

## **F. Award of Contract**

### **31. Award Criteria**

- 31.1** Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

**32. Employer’s Right to Accept Bid and to Reject any or all Bids**

**32.1** Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action. The Employer is not bound to accept the lowest Bidder.

**33. Notification of Award and Signing of Agreement**

**33.1** The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

**33.2** The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 34 and signing the Agreement in accordance with Sub-Clause 33.3.

**33.3** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

**33.4** Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful

**34 Performance Security**

**34.1** Within twenty-eight (28) days of the receipt of notification of award from the *Employer*, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 29.5, using for that purpose the Performance Security Form included in Section 9 (Form of securities), or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country.

Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the *Employer* may award the Contract to the next lowest evaluated Bidder **whose offer is substantially responsive and is determined by the *Employer* to be qualified** to perform the Contract satisfactorily

The above provision shall also apply to the furnishing of a regional preference security if so required.

**35. Advance Payment and Security**

- 35.1 If the successful Bidder requires an Advance Payment then **the Bidder should furnish a full breakdown of the amount required detailing the materials, resources, plant and equipment for which the advance shall be used for procuring**. The advance shall not be more than percentage specified in the BDS. If the Employer agrees to pay the advance Payment, the successful Bidder shall furnish the Advance security in accordance with the conditions of contract, using for that purpose the Advance Security Form included in Section 7 (Contract Forms), or another form acceptable to the Employer. If the advance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.

**36. Mediator/Adjudicator**

- 36.1 The *Employer* proposes the person **named in the BDS** to be appointed as Mediator/Adjudicator under the Contract, at the hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. In the event of disagreement, the Appointing Authority designated in Sub Clause 15.3 of the General Conditions of Contract (GCC), shall appoint the Mediator/Adjudicator in accordance with the Rules specified in Sub-Clause 15.3 of the GCC .

## G. Bidding Data

### A. Introduction

ITB 1.1	The <i>Employer</i> is: <b>Ministry of Ministry of Public Service, Consumer Affairs and Sports, 1st Floor, Ministerial Building, Halifax Street, Kingstown, St. Vincent and the Grenadines</b>
ITB 1.1	The identification number of the bidding process is NA
ITB 2.1	The Recipient is: <b>Government of St. Vincent and the Grenadines</b>
ITB 2.1	The name of the Project is:
ITB 3.1(a)	<i>The individuals or firms in a JVCA, shall be jointly and severally liable.</i>

### B. Bidding Documents

	<b>Evidence of adequacy of working capital</b>
a. 4.2	The minimum amount required is EC \$200,000.00.
ITB 9.1	<p>For <b>clarification purposes</b> only, the <i>Employer's</i> address is:</p> <p>Attention: <b>The Chief Engineer</b></p> <p>Address: <b>Media Center, Arnos Vale Sporting Complex, Arnos Vale</b></p> <p>Floor/Room Number: <b>The Ministry of Transport, Works, Lands and Physical Planning.</b></p> <p>City: <b>Kingstown</b></p> <p>ZIP Code: <b>VC0100</b></p> <p>Country: <b>St. Vincent and the Grenadines</b></p> <p>Telephone: : <b>784 456-1111 ext. 3955</b></p> <p>Electronic mail address: <u>office.mtw@mail.gov.vc</u></p> <p>Requests for clarification should be received by the <i>Employer</i> no later than: <b>1 week prior to the submission deadline.</b></p>
ITB 7.2	A Site Visit <b>shall</b> take place, at a date, time and place as stated in the “ <b>Ad Placement</b> ”.



### C. Preparation of Bids

<b>ITB 11.1</b>	The language of the bid is: <i>English</i>
<b>ITB 12.1</b>	The following additional documents shall be submitted with the bid: <ol style="list-style-type: none"> <li>1. Preliminary Works Programme based on time for completion given. This should show Critical Path, milestone events, various work items, etc.</li> <li>2. Construction method Statement.</li> </ol>
<b>ITB 12.1e</b>	The Bidder shall submit with its bid the following additional documents: <i>See above 12.1</i>
<b>ITB 17.1</b>	Alternative bids <i>shall not be</i> permitted.
<b>ITB 17.2</b>	Alternative times for completion <i>shall not be</i> permitted.  If alternative times for completion are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
<b>ITB 17.4</b>	If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
<b>ITB 13.4</b>	The prices quoted by the Bidder <i>shall not be</i> subject to adjustment during the performance of the Contract.
<b>ITB 14.1</b>	<i>The prices shall be quoted by the bidder in: Eastern Caribbean Dollars</i>
<b>ITB 15.1</b>	The bid validity period shall be: <b>90</b> days.
<b>ITB 16.1</b>	The Bidder shall furnish a bid security in the amount of <i>N/A - A bid validity declaration form shall substitute. See section 8, FORM 8.3</i>
<b>ITB 16.3</b>	<i>Not applicable</i>
<b>ITB 18.2</b>	In addition to the original of the bid, the number of copies is: NA
<b>ITB 18.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: <ol style="list-style-type: none"> <li>(a) <i>Power of Attorney; and</i></li> <li>(b) <i>In the case of Bids submitted by an existing or intended JVCA an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 3.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the</i></li> </ol>

	<i>parties of the JVCA during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</i>
--	--

#### **D. Submission and Opening of Bids**

<b>ITB 19.1</b>	Bidders <i>shall not</i> have the option of submitting their bids electronically.
<b>ITB 19.1</b>	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <i>Not Applicable</i>
<b>ITB 20.1</b>	For <b><u>bid submission purposes</u></b> only, the <i>Employer's</i> address is: Attention: <b>The Secretary, Central Procurement Board.</b> Street Address: <b>Administrative Building, Bay Street</b> Floor/Room number: <b>Ministry of Finance, 2<sup>nd</sup> Floor</b> City: <b>Kingstown</b> Country: <b>St. Vincent</b> <b>The deadline for bid submission is:</b> Date: 5 <sup>th</sup> April, 2023 Time: 2:00pm
<b>ITB 23.1</b>	The bid opening shall take place at: Street Address: <b>Administrative Building, Bay Street</b> Floor/Room number: <b>Ministry of Finance, 2<sup>nd</sup> Floor</b> City: <b>Kingstown</b> Country: <b>St. Vincent and the Grenadines</b> Date: 5 <sup>th</sup> April, 2023 Time: 2:30pm
<b>ITB 23.1</b>	If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: <i>Not Applicable</i>

#### **E. Evaluation and Comparison of Bids**

<i>ITB 30.1</i>	<i>A margin of preference shall not apply.</i>
<i>ITB 36.1</i>	<i>Not Applicable</i>

**SECTION 2**  
**FORMS OF TENDER AND**  
**STANDARD FORMS**

## FORM OF TENDER

GOVERNMENT OF ST. VINCENT AND THE GRENADINES

### IMPROVEMENT TO ARNOS VALE SPORTS COMPLEX: LOT 3: UPGRADE OF THE EARTHEN RING ROAD

TO: PS/ Ministry of Transport, Works, Lands and Physical Planning  
Halifax Street  
Kingstown, St. Vincent and the Grenadines

Dear Sir/Madame:

We have examined the following documents referred to in the Invitation to Tender:

1. Instruction to Bidders;
2. Forms of Tender, Qualification Information and Standard Forms;
3. Contract Data;
4. Letter of Award, Contract Agreement;
5. General Conditions of Contract, and, Particular Conditions of Contract;
6. Technical Specifications;
7. Bill of Quantities;
8. Contract Drawings; and,
9. Forms of Securities and Other schedules.

We offer to execute and complete the whole of the Works and remedy any defects therein in conformity with the documents referred to in this Tender for the **VAT INCLUSIVE** sum of:

(Words) \_\_\_\_\_

\_\_\_\_\_ (In figures) (XCD \_\_\_\_\_)

Or such other sum as may be determined in accordance with the Conditions of Contract. We also offer to execute and complete the Works within **3 Months** from the Date of Possession to the Date for Completion.

We agree to abide by this Tender for **90 days** and it shall remain binding upon us and may be accepted at any time before that date. We acknowledge that the Appendix forms part of this Letter of Tender. We also agree that if any obvious errors in pricing or errors in arithmetic are discovered in the priced documents before acceptance of this offer, they shall be dealt with in accordance with the procedure as described in the Instructions to Tenderers.

If this offer is accepted, we will provide the specified Bonds, Guarantees, Insurances, and any other required documentation. We undertake that in the event of acceptance of this offer, we will execute a formal contract with the Employer incorporating all the terms and conditions referred to in this offer within 28 days of being required to do so.

Unless and until a formal Agreement is prepared and executed, this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

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

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

Position: \_\_\_\_\_ duly authorised to sign tenders for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

# FORM 8.3

## Bid Validity Declaration

Date: (m)\_\_\_\_\_ (d) \_\_\_\_\_, 2023

Name of contract: Improvement to Arnos Vale Sports Complex: Lot 3: Upgrade of the Earthen Ring Road

To: The Chief Engineer, Ministry of Transport and Works

We, the undersigned, declare that:

1. We understand that, according to your conditions, tenders must be supported by a bid validity declaration.
2. We accept that we shall be suspended from being eligible for bidding in any contract with the Contracting Agency for the period of time of *Two Years* starting *90 days after bid submission*, if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bid Submission Sheet; or
  - (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”) of the Bidding Documents; or
  - (c) having been notified of the acceptance of our Bid by the Contracting Agency during the period of bid validity, (i) fail or refuse to execute the Contract Form, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the ITB.
3. We understand this bid validity shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification informing us that we are not the successful bidder; or (ii) twenty-eight days after the expiration of our bid.
4. We understand that if we are a JVCA, the Bid Validity Declaration must be in the name of the JVCA that submits the bid. If the JVCA has not been legally constituted at the time of bidding, the Bid Validity Declaration shall be in the names of all future partners as named in the letter of intent.

Signed \_\_\_\_\_ In the Capacity of \_\_\_\_\_

Name \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_.

Dated on \_\_\_\_\_ day of \_\_\_\_\_, 2023

## **QUALIFICATION INFORMATION & STANDARD FORMS**

### **ADDITIONAL NOTICE TO TENDERERS**

**FORM 2.1 GENERAL INFORMATION ABOUT THE TENDERER**

**FORM 2.2 ORGANISATION CHART**

**FORM 3.3 POWER OF ATTORNEY**

**FORM 2.4 TECHNICAL QUALIFICATIONS**

- 2.4.1 PERSONNEL
- 2.4.2 PROFESSIONAL EXPERIENCE
- 2.4.3 PLANT
- 2.4.4 WORKPLAN AND PROGRAMME
- 2.4.5 EXPERIENCE AS CONTRACTOR
- 2.4.6 SITE MANAGEMENT
- 2.4.7 FURTHER INFORMATION

### ***ADDITIONAL NOTICE TO TENDERERS***

1. All questions contained in the forms must be answered by the tenderer.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, "not applicable" should be entered alongside with a brief explanation of why.
4. Every single page of each form must be numbered consecutively in the bottom right-hand corner.
5. The person signing these standard forms guarantees the truthfulness and accuracy of all the statements made.
6. The accuracy of the answers to the standard forms, their completeness and the attached documentation will be taken into account in the tender evaluation. The attention of tenderers is also drawn to the fact that the absence of some data may cause their non-compliance in the related item of evaluation.

**SECTION 2:**

**FORM 2.1**

**GENERAL INFORMATION ABOUT THE TENDERER**

2.1.1 Name of company .....

2.1.2 Registered address

.....

.....Telephone .....

Fax..... Telex..... E-mail.....

2.1.3 Names and nationalities of principals/directors and  
associates.....

.....

.....

.....

2.1.4 Type of company \_\_\_\_\_

(natural person, partnership, corporation, etc.)

2.1.5 Description of company \_\_\_\_\_

(e.g. general civil engineering contractor)

2.1.6 Company's nationality.....

2.1.7 Number of years' experience as contractor

- in own country.....

- Internationally.....

2.1.8 Registration details

.....

.....

Please attach copy of the registration certificate

Signature: .....

*(A person or persons authorised to sign on behalf of the tenderer)*

Date: .....



**SECTION 2:**

**FORM 2.2  
ORGANISATION CHART**

2.2.1 Please give details here below of the organisation chart of your company, showing the position of directors, key personnel and functions.

**Note: Bidder to Complete in Microsoft Projects and attach**

Signature.....

*(A person or persons authorised to sign on behalf of the tenderer)*

Date.....

**SECTION 2:**

**FORMS 2.3**

**TECHNICAL QUALIFICATIONS**

**2.4.1 OVERVIEW OF THE TENDERER'S PERSONNEL**

**2.4.1.1 To be employed on the Contract**

- a - Directors and management .....
- b - Administrative staff .....
- c - Technical staff
  - Engineers .....
  - Surveyors .....
  - Foremen .....
  - Mechanics .....
  - Technicians .....
  - Machine operators .....
  - Drivers .....
  - Other skilled staff .....
  - Labourers and unskilled staff .....

---

Total =====

Signature .....  
(a person or persons authorised to sign on behalf of the tenderer)

Date .....

## SECTION 2:

### FORM 2.4

#### 2.4.2 PROFESSIONAL EXPERIENCE OF KEY PERSONNEL

##### CURRICULUM VITAE

2.4.2.1 Curriculum Vitae of a minimum of three (3) **professional** staff, including the Project Manager, and/or the project Engineer, to undertake the task should be included. This must reflect the following:

- a) General qualifications – education, leadership positions, publications etc.
- b) Special qualifications for the assignment – similar work undertaken and special regional/country experience

**Note: Bidder to complete and attached each staff CV**

Signature .....

*(a person or persons authorised to sign on behalf of the tenderer)*

Date.....

**SECTION 2:**

**FORM 2.4**

**2.4.3 PLANT**

2.4.3.1 Plant proposed and available for the implementation of the Contract.

	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Origin (country)	Present approximate value in euro or national currency
A)	<b>CONSTRUCTION PLANT</b>						
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## SECTION 2:

### FORM 2.4

#### 2.4.4 WORKPLAN AND PROGRAMME

- 2.4.4.1 State the proposed location of your main office on the site, stations (steel/concrete/asphalt structures), warehouses, laboratories, accommodation, etc. (sketches to be attached as required)
- 2.4.4.2 Give a brief outline of your programme for the completion of the works in accordance with the required method of construction and stated time of completion
- 2.4.4.3 Attach a critical milestone bar chart (schedule of execution) representing the construction programme and detailing the relevant activities, dates, allocation of labour and plant resources, etc.

Signature .....

*(a person or persons authorised to sign on behalf of the tenderer)*

Date .....



Name of project/kind of works	Total value of works the Contractor was responsible for	Period of contract	Starting date	Percentage of works completed	Contracting authority and place	Prime contractor (P) or subcontractor (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No
<i>B) Abroad</i>							

2.4.5.2 Please attach here available references and certificates if available.

Signature .....

*(a person or persons authorised to sign on behalf of the tenderer)*

Date .....

---



**SECTION 2:**

**FORM 2.4**

**2.4.7 FURTHER INFORMATION**

2.4.7.1 Tenderers may add here any further information that they deem useful for the evaluation of their tenders.

Signature .....

*(a person or persons authorised to sign on behalf of the tenderer)*

Date .....

# SECTION 3

## CONTRACT DATA

### (Appendix to Tender)

*[Note: with the exception of the items for, which the Employer's requirements have been inserted, the following information must be completed before the Tender is submitted]*

<u>Item</u>	<u>Sub-Clause</u>	<u>Data</u>
Documents forming the Contract listed in order of priority	1.1.1	<ol style="list-style-type: none"> <li>1. The Letter of Acceptance.</li> <li>2. The Agreement.</li> <li>3. Particular Conditions of Contract</li> <li>4. The Contract Data.</li> <li>5. General Conditions of Contract.</li> <li>6. The Technical Specifications.</li> <li>7. The Contract Drawings.</li> <li>8. Bill(s) of Quantities.</li> </ol>
Time for Completion	1.1.9	___ months
Law of the Contract	1.4	Laws of St. Vincent and the Grenadines
Language	1.5	English
Provision of Site	2.1	On the Commencement Date
Authorised Person	3.1	Chief Engineer, Ministry of Transport and Works
Name and address of Main Contractor's representative.	3.2	.....
Performance Security: Amount..... Form.....	4.4 4.4	10% of Sum stated in Agreement. Performance Bond
Requirements for Contractor's design	5.1	None
Programme: Time for submission..... Form of programme.....	7.2..... 7.2.....	Updated Copy within 14 days of the Letter of Acceptance. Microsoft Project; Bar Chart showing critical path, milestones, work breakdown schedule, items as per Bills, etc.
Amount payable due to failure to complete.....	7.4	XCD 100.00 EC per day up to a maximum of 10% of sum stated in the Agreement.
Period for notifying defects	9.1 & 11.5	One (1) year calculated from the date stated in the notice under Sub-Clause 8.2

Variation procedure	10.2	As per Sub-Clause 10.2.
Valuation of the Works  Re-measurement with bill of quantities.....	11.3	Refer to Clause 11.3 for guidance
Percentage of Value of Materials and Plant	11.2	Materials.....80% Plant.....0%
Total advance payment	11.9 (PCC)	Maximum of (10%) of the amount stated in the Agreement.
Start repayment of advance payment	11.9(a) (PCC)	After Certification of 10% of the Accepted Contract Amount.
Repayment amortization of advance payment	11.9(b) (PCC)	One (1) Quarter (25%) of the amount of Monthly interim Payment Certificates excluding the Advance payment and deductions and repayments of retentions.
Percentage of retention	11.3	Ten Percent (10.0%) per certificate.
Currency of payment....	11.7	East Caribbean Dollars
Rate of interest	14.8	Three percentage (3%) points above the discount rate of the Eastern Caribbean Central Bank
Insurances <b><u>Type of cover</u></b> The works, materials, Plant and fees  Contractor's Equipment  Third Part injury to persons and damage to property  Workers	14.1 <b><u>Amount</u></b> The sum stated in the Agreement plus 15%  Full replacement Cost EC 350,000.00  EC 350,000.00	<b><u>Exclusions</u></b> None  None  None  None
Arbitration Rules	15.3	Arbitration Act of the Laws of St. Vincent and the Grenadines.
Appointing authority	15.3	High Court of St. Vincent and the Grenadines
Place of Arbitration	15.3	St. Vincent and the Grenadines.

Initials of signatory of Tender.....

# SECTION 4

## CONTRACT AGREEMENT

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Between **THE MINISTRY OF PUBLIC SERVICE, CONSUMER AFFAIRS AND SPORTS C/O GOVERNMENT OF SAINT VINCENT AND THE GRENADINES** (hereinafter called "the Employer") of the one part and \_\_\_\_\_ of

\_\_\_\_\_ of (hereinafter called "the Contractor") of the other part

**Whereas** the Employer desires that the Works known as the **IMPROVEMENT TO ARNOS VALE SPORTS COMPLEX: LOT 3: UPGRADE OF THE EARTHEN RING ROAD** should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, in the amount of:

\_\_\_\_\_ Eastern Caribbean and \_\_\_\_\_ Cents (EC\$ \_\_\_\_\_)

**The Employer and the Contractor agree** as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:-
  - a. The Letter of Acceptance
  - b. The Agreement.
  - c. The Tender
  - d. Particular Conditions
  - e. General Conditions
  - f. The Specifications
  - g. The Bill(s) of Quantities
  - h. The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other

sum as may become payable under the provision 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 the day and year first before written in accordance with their respective laws.

**SIGNED by:**

Signature:

Name:

Position: **Permanent Secretary**

for and on behalf of the **Employer** in the presence of,

Witness:

Name:

Address:

Date:

**SIGNED by:**

Signature:

Name:

Position:

for and on behalf of the **Contractor** in the presence of,

Witness:

Name:

Address:

Date:

# **SECTION 5**

## **CONDITION OF CONTRACT**

### **PART I - GENERAL CONDITIONS (FIDIC RED BOOK)**

This Contract is to be carried out under “Conditions of Contract for Construction” (First Edition 1999), as issued by the Federation Internationale des Ingenieurs-Conseils (FIDIC), (P.O. Box 86, CH 1000 Lausanne, Switzerland), as modified or added to by the Conditions of Particular Application, which shall be read and construed with the General Conditions as if they were incorporated therewith. Insofar as any of the said Conditions of Particular Application may conflict with any of the General Conditions, the Particular Conditions of Contract shall always prevail, notwithstanding the stipulation in Clause 1.1.1.

# CONDITIONS OF CONTRACT

## PARTICULAR CONDITIONS

### PARTICULAR CONDITIONS

The contents of this Section have been prepared to supplement “Conditions of Contract for Construction” (First Edition 1999), and include additional wording to complete the General Conditions of Contract clauses, together with additional requirements. Where the requirements of the Particular Conditions differ from those of General Conditions of Contract, the requirements of Particular Conditions will prevail.

#### Sub-Clause 1.1

##### Definitions Sub Clause 1.1.1

Contract’ means the **Contract Agreement and the other documents listed in the Appendix.**

##### Sub Clause 1.1.2

“Specifications” means the documents forming “Part 1- Work Requirements” of the Contract, and any Variation to such documents.

##### Sub Clause 1.1.3

“Drawings” means the Contract Drawings as included in “Part 1 – Work requirements”, and any Variation to such Drawings.

##### Sub Clause 1.1.4:

The employer is the Government of St. Vincent and the Grenadines. The Engineer is the Chief Engineer, Ministry of Transport, Works etc.

##### Sub Clause 1.1.5

“Contractor” means the “Contractor” named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

#### Sub-Clause 1.2

##### Interpretation

##### Add the following Paragraph at the end of Clause 1.2

The word ‘tender’ is synonymous with ‘bid’, and the words ‘Appendix to Tender’ with ‘Appendix to Bid’, and the words ‘tender documents’ with ‘bidding documents’.

The ‘Appendix to Tender’ (‘Appendix to Bid’) is referred to in the ‘Forms of Bid, Qualification Information and Standard and Volume 2 of this document as ‘Contract Data’ and should be construed as synonymous.

Sub-Clause 2.1  
Right of Access to Site

Add the following paragraph:

The Contractor shall observe all agreements entered into by the Employer with any person or persons relating to occupation of the properties by the Employer and to the execution of the Works thereon. The Contractor will be given on request copies of any agreement or part thereof relating to such matters.

The Contractor shall provide any additional land that he may require outside the site for the purposes of the Contract at his own cost.

Sub-Clause 4.3  
Subcontractors

Delete all the paragraphs of Sub-Clause 4.3 and replace with the following:

Upon written agreement of the Engineer, the Contractor may be permitted to sub-let parts of the Works, but must perform with his own company or organization work valued to not less than sixty (60) percent of the total Tender Price.

Sub-Clause 4.4  
Performance Security

Delete all the paragraphs of Sub-Clause 4.2 and replace with the following:

The Contractor shall provide security for his proper performance of the Contract to the Employer within 14 days after the receipt of the Letter of Acceptance. The performance security shall be in the form of a bank guarantee or performance bond, as stipulated by the Main Contractor in the Appendix to Bid. The performance security shall be denominated in the types and proportions of currencies in which the Sub-Contract Price is payable. The Contractor shall notify the Engineer when providing the performance security to the Employer.

If the performance security is a bank guarantee, it shall be issued either (a) by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer or (b) directly by a foreign bank, which has been determined in advance to be acceptable to the Employer

If the performance security is a performance bond, it shall be issued by a bonding or insurance company registered in St. Vincent and the Grenadines or licensed to do business in St. Vincent and the Grenadines, acceptable to the Employer



Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as a result of a change in cost and/or legislation or as a result of a variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor, at the Engineer's written request, shall promptly increase the value of the performance security in that currency by an equal percentage. The performance security of a joint venture shall be in the name of the joint venture.

The performance security shall be valid until a date 28 days from the expiry of the Period for notifying defects in the case of a bank guarantee, and one year from such date of issue (i.e. on receiving a copy of the Performance Certificate) in the case of a performance bond.

The Employer shall return the Performance Security to the Contractor within 21 days of expiration.

The cost of complying with the requirements of this Clause shall be borne by the Contractor, unless the Contract otherwise provides.

#### Sub-Clause 14.2

#### Advance Payment

#### Include this new Sub-Clause:

The Employer shall make an Advance Payment, as an interest-free loan for mobilisation, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Appendix to Tender.

Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Appendix to Tender, this Sub-Clause shall not apply.

The Engineer shall issue an Interim Payment Certificate for the first instalment after receiving a Statement (under Sub-Clause 11.2 and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.4 [*Performance Security*] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form as shown in Section VII of the Contract Documents or in

another form approved by the Employer.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Sub-Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

The advance payment shall be as stated in the Contract Data (Appendix to the Contract) or, if none is stated then as follows:

(a) deductions shall commence in the Payment Certificate in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds ten per cent (10%) of the Accepted Contract Amount less Provisional Sums; and

(b) Deductions shall be made at the amortization rate of one quarter (25%) of the amount of each Payment Certificate (excluding the advance payment and deductions and repayments of retention) in the currencies and proportions of the advance payment, until such time as the advance payment has been repaid.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works – Clause 8.2 or prior to termination under Clause 12.1 [*Default by Contractor*], Clause 12.2 [*Default by Employer*] or Clause 13.2 [*Force Majeure*] (as the case may be), the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Employer

Programme

Add to Clause 7.2 the following :

..... The programme submission shall be in Microsoft Project format or equivalent acceptable to the Engineer. Two (2) printed copies of the proposed programme shall be supplied and one (1) electronic copy.

Sub-Clause 14.7

Valuation of the Works

Add the following Paragraph at the end of Clause 11.1

Items of the Works described in the Bills of Quantity for which no rate or price has been entered in the Contract shall be considered as included in other rates and prices in the Sub-Contract and will not be paid for separately by the Main Contractor.

**SECTION 6**  
**SPECIFICATIONS**  
**(Included separately- submission with  
tender document is NOT required)**

**SECTION 7**  
**BILL OF QUANTITIES**  
**(Included separately- Please print and**  
**include with Tender Document)**

**SECTION 8**  
**FORM OF SECURITIES AND**  
**OTHER SCHEDULES**

**SECTION 8**

**FORM 8.1**

**ADVANCE PAYMENT GUARANTEE**

To: *[Employer's Name]*

Ref: *[Project Name]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub clause 14.2 (“Advance Payment”) of the above-mentioned Contract..... [Contractor]..... of ..... (hereinafter called “the Contractor”) shall deposit with the **Government of St. Vincent the Grenadines** an advance payment guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of EC\$.....(in words and numbers).

We, the .....[Bank/ Guarantor] as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to the **Government of St. Vincent and the Grenadines (Accountant General)** on the **MINISTRY OF PUBLIC SERVICE, CONSUMER AFFAIRS AND SPORTS’** first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding .....(in words and numbers) such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between the Employer and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Employer receives full repayment of the same amount from the Contractor.

**SIGNATURE AND SEAL OF THE GUARANTOR**

\_\_\_\_\_  
Name of Guarantor \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

**SECTION 8**

**FORM 8.2**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that we .....  
are firmly bound to **THE GOVERNMENT OF SAINT VINCENT AND THE GRENADINES**, (hereinafter  
referred to as "the Employer") in the sum of .....

.....  
to pay to the Employer (unless otherwise directed) for which payment to be well and truly made we bind ourselves  
and each of us and the successors of each of us jointly and severally by these presents.

**SEALED** with our Seals this .....Day of.....  
Two Thousand and .....

**WHEREAS** by a contract bearing even date with the above Bond and made between the Employer of the ONE  
PART and .....  
of the OTHER PART the Contractor has contracted and agreed that the Contractor will in such manner within  
such periods and to such satisfaction supply, execute and complete such works as in the said Contract are  
mentioned and will perform the other obligations imposed on the Contractor by the said Contract.

**AND WHEREAS** the original of such contract duly executed by the Contractor is for better identification annexed  
to and bound up with these presents.

**AND WHEREAS** before and as one of the terms upon which the said Contract was made the Contractor is  
required to obtain surety for the satisfactory performance of the said Works mentioned in the Contract and it is  
agreed between the parties thereto that .....

.....  
as surety for the Contractor shall enter into the above written bond conditioned as hereunder mentioned.

**NOW THE CONDITION** of the above written Bond is such that if the Contractor shall well and truly perform  
and observe all the agreements, conditions and stipulations under or by virtue of the said Contract or any award  
made under the provisions therein contained ought on .....

.....  
part to be performed or observed and shall from time to time and at all times hereafter at .....

.....  
own cost and charges save harmless and keep indemnified the Employer from all actions, suits, losses, failures, charges, damages and expenses which the Employer shall or may bear, sustain or incur for or by reason of the non-observance or non-performance or breach of any of the said agreements, specifications and stipulations in the said Contract contained or referred to and on the part of the Contractor to be performed or observed by during the period of execution of the Work then the above written Bond shall be void or otherwise shall remain in full force or effect.

**PROVIDED ALWAYS** and it is hereby declared that all the rights and remedies of the Employer under the above written Bond are to be deemed cumulative and in addition to and not in substitution for their respective rights and remedies under the said Contract and that the rights of the Employer shall not be prejudiced or affected by any alterations which may be made by agreement between the parties to the said Contract in terms thereof or the nature of the work to be executed or obligations to be performed thereunder or by any other indulgence or forbearance towards the Contractor in connection with the said Contract which but for this provision might release the said surety from liability under the said Bond.

**THE COMMON SEAL OF** .....

was therefore affixed by

**WITNESS** .....

**THE COMMON SEAL OF** .....

was therefore affixed by

**WITNESS** .....



**SECTION 8**

**FORM 8.4**

**SCHEDULE OF SUB- CONTRACTORS (if any)**

<b>NAME</b>	<b>ADDRESS</b>	<b>WORK TO BE SUB- CONTRACTED</b>

**SECTION 8**

**FORM 8.5**

**SCHEDULE OF DUTY FREE ITEMS-NA**

None to be supplied under this Contract.

**FORM 8.6**

**DAYWORK SCHEDULE**

The Contractor shall be paid for work executed on a Dayworks basis at the rates and prices as scheduled below. Dayworks shall be carried out in accordance with Clause 52(3) of the Conditions of Contract (Part 1). No Dayworks shall be carried out without prior authorization in writing.

**Labour (per hour)**

E.C\$ (VAT Inclusive)

Laborer .....

Carpenter .....

Mason .....

Painter .....

Steel Bender .....

Ganger .....

Heavy Equipment Operator .....

Works Foreman .....

Engineer .....

Others (specify) .....

**Materials**

As receipts, plus an addition of \_\_\_\_\_ per cent

**Plant**

Plant rates to include operator, fuel and consumables.

Machine Type (Specify)	VAT Inclusive Rate (EC\$ per hour)	
	Working	Standing
Compressor	.....	.....
Compactor	.....	.....
Lift	.....	.....
Scaffolding	.....	.....
Backhoe (size _____)	.....	.....
Dumper Truck (_____ cy)	.....	.....
Pneumatic Breaker (capacity _____ )	.....	.....

**SECTION 8**

**FORM 8.7**

**CONFIRMATION OF SITE VISIT**

We certify that we have visited and inspected the Site of the Works and its surroundings and have obtained all information that may be necessary for the making of a proposal and entering into a Contract.

Signed

\_\_\_\_\_

on behalf of (Tenderer)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

# **SECTION 9 DRAWINGS**