



**MINISTRY OF URBAN DEVELOPMENT, ENERGY, SEAPORTS,
GRENADINES AFFAIRS AND LOCAL GOVERNMENT
KINGSTOWN
ST. VINCENT & THE GRENADINES**

TENDER DOCUMENT

PROPOSED WORKS:

**MODERN PARLIAMENT PROJECT AND MODERN HIGH
COURT PROJECT- DEMOLITION AND SITE CLEARANCE**

CLIENT: Ministry of Urban Development, Energy,
Seaports, Grenadines Affairs and Local
Government
Kingstown
St. Vincent and the Grenadines

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

BID REFERENCE MUD/PROJ21 - W - RFB - 02

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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 “**Modern Parliament Project and Modern High Court Project - Demolition and Site Clearance**”
- 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:

Section		
	-	Instruction to Bidders
	-	Forms of Bid, Qualification Information
	-	Contract Data (Appendix to Tender)
	-	Letter of Award, Contract Agreement
	-	General Conditions of Contract and Conditions of Particular application
	-	Bill of Quantities
	-	Forms of Securities

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 validity declaration shall be in accordance with the bid validity declaration form. Section 8.4

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 Employer is: Ministry of Urban Development, Energy, Seaports, Grenadines Affairs and Local Government 1st Floor, Ferry Terminal Building Kingstown, St. Vincent and the Grenadines
ITB 1.1	The identification number of the bidding process is: MUD/PROJ21 - W - RFB - 02
ITB 2.1	The Recipient is: Government of St. Vincent and the Grenadines
ITB 2.1	The name of the Project is: Modern Parliament Project and Modern High Court Project - Demolition and Site Clearance
ITB 3.1(a)	The individuals or firms in a JVCA, shall be jointly and severally liable.

B. Bidding Documents

	Evidence of adequacy of working capital
a. 4.2	The minimum amount required is N/A
b. ITB 9.1	<p>For clarification purposes only, the <i>Employer's</i> address is:</p> <p>Attention: Office of the Chief Engineer</p> <p>Street Address: Halifax Street, Kingstown</p> <p>Floor/Room Number: The Ministry of Transport, Works, Lands and Physical Planning.</p> <p>City: Kingstown</p> <p>ZIP Code: VC0100</p> <p>Country: St. Vincent and the Grenadines</p> <p>Telephone: 456-1111 Ext 3955</p> <p>Facsimile number: n/a</p> <p>Electronic mail address: office.mtwh@mail.gov.vc</p> <p>cc: office.urbandev@gov.vc</p> <p>cc: alockhart@gov.vc</p> <p>Requests for clarification should be received by the <i>Employer</i> no later than: 1 week prior to the submission deadline.</p>
ITB 7.2	A Site Visit shall take place: One week before the tender submission deadline. The day and time will be communicated to all interested

	bidders.
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C. Preparation of Bids

ITB 11.1	The language of the bid is: English
ITB 12.1	The following additional documents shall be submitted with the bid: <ol style="list-style-type: none"> 1. Preliminary Works Programme based on time for completion given. This should show Critical Path, milestone events, various work items, etc. 2. Construction method Statement. 3. Statement of Good Standing from Inland Revenue Department 4. Statement of Good Standing from National Insurance Services
ITB 12.1e	The Bidder shall submit with its bid the following additional documents: See above 12.1
ITB 17.1	Alternative bids <u>shall not be</u> permitted.
ITB 17.2	Alternative times for completion <u>shall not be</u> permitted.
ITB 17.4	If alternative technical solutions are permitted, the evaluation method will be as specified in Section III (Evaluation and Qualification Criteria).
ITB 13.4	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.1	The prices shall be quoted by the bidder in: Eastern Caribbean Dollars
ITB 15.1	The bid validity declaration period shall be: ninety (90) days.
ITB 16.1	The Bidder shall furnish a bid validity declaration
ITB 16.3	Not applicable
ITB 18.2	In addition to the original of the bid, the number of copies is: two (2)
ITB 18.2	The written confirmation of authorization to sign on behalf of the Bidder shall indicate: <ol style="list-style-type: none"> (a) Power of Attorney; and (b) 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 parties of the JVCA during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
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D. Submission and Opening of Bids

ITB 19.1	Bidders shall not have the option of submitting their bids electronically.
ITB 19.1	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not Applicable
ITB 20.1	For <u>bid submission purposes</u> only, the <i>Employer's</i> address is: Attention: The Secretary, Central Procurement Board Street Address: Administrative Building, Bay Street Floor/Room number: Ministry of Finance, 2nd Floor City: Kingstown Country: St. Vincent and the Grenadines The deadline for bid submission is: Date: Monday April 22, 2024 Time: 2:00pm
ITB 23.1	The bid opening shall take place at: Street Address: Administrative Building, Bay Street Floor/Room number: Ministry of Finance, 2nd Floor City: Kingstown Country: St. Vincent and the Grenadines Date: Monday April 22, 2024 Time: 2:30pm
ITB 23.1	If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: Not Applicable

E. Evaluation and Comparison of Bids

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

SECTION 2
FORMS OF TENDER AND
STANDARD FORMS

FORM OF TENDER

GOVERNMENT OF ST. VINCENT AND THE GRENADINES

MODERN PARLIAMENT PROJECT AND MODERN HIGH COURT PROJECT - DEMOLITION AND SITE CLEARANCE

TO: Permanent Secretary
Ministry of Urban Development, Energy, Seaports, Grenadines Affairs and Local
Government
1st Floor, Ferry Terminal Building
Kingstown, St. Vincent and the Grenadines

Dear Madam:

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. Bill of Quantities;
7. 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 **2 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: _____

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.

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

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)	CONSTRUCTION PLANT						
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	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
B)	VEHICLES AND TRUCKS						
					/		
					/		
					/		
					/		
					/		
C)	OTHER PLANT				/		
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Signature
(a person or persons authorised to sign on behalf of the tenderer)

Date.....

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

SECTION 2:

FORM 2.4

2.4.5 EXPERIENCE AS CONTRACTOR

2.4.5.1 List of contracts of similar nature and extent performed during the past three years

Name of project/kind of works	Total value of works the Contractor was responsible for ²	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>A) In home country</i>							

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>
Employer's name and address	1.1.2.2&1.3	<u>Government of Saint Vincent and the Grenadines, Ministry of Urban Development, Energy, Seaports Grenadines Affairs and Local Government.</u>
Contractor's name and address	1.1.2.3&1.3	
Engineer's name and address	1.1.2.4&1.3	The Chief Engineer Ministry of Transport, Works, Lands and Physical Planning, Kingstown, St. Vincent and the Grenadines
Time for Completion of the Works	1.1.3.3	60 days (2 months) from commencement date
Defects Notification Period	1.1.3.7	One (1) year
Governing Law	1.4	The law in force is that of Saint Vincent and the Grenadines
Ruling language	1.4	English
Language for communications	1.4	English
Time for access to the Site	2.1	..... days after Commencement Date
Amount of Performance Security	4.2	(10%) of the Accepted Contract Amount, in the currencies and proportions in which the Contract Price is payable.
Normal working hours	6.5	Mondays–Fridays 7:00am to 4:30pm
Delay damages for the Works	8.7&14.15(b)	.....% of the final Contract Price per day, in the currencies and proportions in which the Contract Price is payable.
Maximum amount of delay damages	8.7	.....% of the Contract Price.

Total advance payment	14.2	10% of the Accepted Contract Amount.
Number and timing of instalments	14.2	One Installment prior to Commencement of the works.
Currencies and proportions	14.2	100% in EC Dollars
Start repayment of advance payment	14.2(a)	When payments exceed 10% of the Accepted Contract Amount less Provisional Sums.
Repayment amortization of advance payment	14.2(b)	25% of the amount of Monthly interim Payment Certificates.
Percentage of retention	14.3	5.0 %
Limit of Retention Money	14.3	Five percent (5.0%) of the Accepted Contract Amount
Minimum amount of Interim Payment Certificates	14.6	EC\$ 45,000.00
Periods for submission of insurance: (a) evidence of insurance (b) relevant policies	18.1 18.1	7 days 14 days
Maximum amount of deductibles for insurance of the Employer's risks.	18.2(d)	N/A
Minimum amount of third party Insurance	18.3	EC \$ 300,000 per each and every individual Claim or Action, with the number of claims unlimited.

Initials of signatory of Tender.....

SECTION 4

CONTRACT AGREEMENT

This Agreement made the _____ day of _____ 20_____

Between **THE MINISTRY OF URBAN DEVELOPMENT, ENERGY, SEAPORTS, GRENADINES AFFAIRS AND LOCAL GOVERNMENT C/O GOVERNMENT OF SAINT VINCENT AND THE GRENADINES** (hereinafter called "the Employer") of the one part and _____ of

_____ (hereinafter called "the Contractor") of the other part

Whereas the Employer desires that the Works known as the **MODERN PARLIAMENT PROJECT AND MODERN HIGH COURT PROJECT - DEMOLITION AND SITE CLEARANCE** 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 Bill(s) of Quantities
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

This Contract is to be carried out under “SHORT FORM of Contract” (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.

1. GENERAL PROVISIONS
2. THE EMPLOYER
3. EMPLOYER’S REPRESENTATIVE
4. THE CONTRACTOR
5. DESIGN BY CONTRACTOR
6. EMPLOYER’S LIABILITIES
7. TIME FOR COMPLETION
8. TAKING OVER
9. REMEDYING EFFECTS
10. VARIATIONS AND CLAIMS
11. CONTRACT PRICE AND PAYMENT
12. DEFAULT
13. RISK AND RESPONSIBILITY
14. INSURANCE
15. RESOLUTION OF DISPUTES

General Provisions

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 "Contract" means the Agreement and the other documents listed in the Appendix.
- 1.1.2 "Specification" means the document as listed in the Appendix, including Employer's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 "Drawings" means the Employer's drawings of the Works as listed in the Appendix, and any Variation to such drawings.

Persons

- 1.1.4 "Employer" means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 "Contractor" means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 "Party" means either the Employer or the Contractor.

Dates, Times and Periods

- 1.1.7 "Commencement Date" means the date 14 days after the date the Agreement comes into effect or any other date agreed between the Parties.
- 1.1.8 "Day" means a calendar day.
- 1.1.9 "Time for Completion" means the time for completing the Works as stated in the Appendix (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.

- 1.1.12 "Country" means the country in which the Site is located.
- 1.1.13 "Employer's Liabilities" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- 1.1.15 "Materials" means things of all kinds (other than Plant) intended to form or forming part of the permanent work.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the permanent work.
- 1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change to the Specification and /or Drawings (if any) which is instructed by the Employer under Sub-Clause 10.1.
- 1.1.19 "Works" means all the work and design (if any) to be performed by the Contractor including temporary work and any Variation.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the Contractor, and the priority of the documents shall be in accordance with the order as listed in the Appendix.

1.4 Law

The law of the Contract is stated in the Appendix.

1.5 Communications

Wherever provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the Appendix and shall not be unreasonably withheld or delayed.

1.6 Statutory Obligations

The Contractor shall comply with the laws of the countries where activities are performed. The Contractor shall give all notices and pay all fees and other charges in respect of the Works.

The Employer

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the Appendix.

2.2 Permits and Licenses

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Employer's Instructions

The Contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

2.4 Approvals

No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the Contractor's obligations.

The Employer's Representative

3.1 Authorized Person

One of the Employer's personnel shall have authority to act for him. This authorized person shall be as stated in the Appendix, or as otherwise notified by the Employer to the Contractor.

3.2 Employer's Representative

The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the Appendix, or notified by the Employer to the Contractor from time to time. The Employer shall notify the Contractor of the delegated duties and authority of this Employer's representative.

The Contractor

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment's Equipment which may be required. All Materials and Plant on Site shall be deemed to be the property of the Employer.

4.2 Contractor's Representative

The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 Performance Security

If stated in the Appendix, the Contractor shall deliver to the Employer within 14 days of the Commencement Date a performance security in a form and from a third party approved by the Employer.

Design by Contractor

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Appendix. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt the Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his tendered design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Employer shall be responsible for the Specification and Drawings.

Employer's Liabilities

6.1 Employer's Liabilities

In this Contract, Employer's Liability mean:

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or the Works,
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of

such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,

- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- f) Use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
- g) Design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, and
- h) Any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced contractor could not reasonably have been expected to take precautions.
- i) Force Majeure,
- j) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure,
- k) Any failure of the Employer,
- l) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the Contractor immediately notified to the Employer,
- m) Any delay or disruption caused by any Variation,
- n) Any change to the law of the Contract after the date of the Contractor's offer as stated in the Agreement,
- o) losses arising out of the Employer's right to have the permanent work executed on, over, under, in or through any land, and to occupy this land for the permanent work, and
- p) Damage which is an unavoidable result of the Contractor's obligations to execute the Works and to remedy any defects.

Time for Completion

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

7.2 Programme

Within the time stated in the Appendix, the Contractor shall submit to the Employer a programme for the Works in the form stated in the Appendix.

7.3 Extension of Time

Subject to Sub-Clause 10.3, the Contractor shall be entitled to an extension to the Time for Completion for Completion if he is or will be delayed by any of the Employer's Liabilities.

On receipt of an application from the Contractor, the Employer shall consider all supporting details provided by the Contractor and shall extend the Time for Completion for Completion as appropriate.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Appendix for each Day for which he fails to complete the Works.

Taking over

8.1 Completion

The Contractor may notify the Employer when he considers that the Works are complete.

8.2 Taking-Over Notice

The Employer shall notify the Contractor when he considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.

The Employer shall take over the Works upon the issue of this notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 9, clear the Site.

Remedying Defects

9.1 Remedying Defects

The Employer may at any time prior to the expiry of the period stated in the Appendix, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, Plant or workmanship not being in accordance with the Contract. The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.

9.2 Uncovering and Testing

The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

Variations and Claims

10.1 Right to Vary

The Employer may instruct Variations.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) At a lump sum price agreed between the Parties, or
- b) Where appropriate, at rates in the Contract, or
- c) In the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) At appropriate new rates, as may be agreed or which the Employer considers appropriate, or
- e) if the Employer so instructs, at day work rates set out in the Appendix for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials used.

10.3 Early Warning

A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimize these effects.

The Contractor's entitlement to extension to the Time for Completion for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

10.4 Right to Claim

If the Contractor incurs Cost as a result of any of the Employer's Liability, the Contractor shall be entitled to the amount of such Cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.

10.5 Variation and Claim Procedure

The Contractor shall submit to the Employer an itemized make-up of the value of Variations and claims within 28 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

Contract Price and Payment

11.1 Valuation of the Works

The Works shall be valued as provided for in the Appendix, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) The value of the Works executed,
- b) The percentage stated in the Appendix of the value of Materials and Plant delivered to the Site at a reasonable time, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Employer a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within 28 days of delivery of each statement, the Employer shall pay to the Contractor the amount shown in the Contractor's statement less retention at the rate stated in the Appendix, and less any amount for which the Employer has specified his reasons for disagreement. The Employer shall not be bound by any sum previously considered by him to be due to the Contractor.

The Employer may withhold interim payments until he receives the performance security under Sub-Clause 4.4 (if any).

11.4 Payment of First Half of Retention

One half of the retention shall be paid by the Employer to the Contractor within 14 days after issuing the notice under Sub-Clause 8.2.

11.5 Payment of Second Half of Retention

The remainder of the retention shall be paid by the Employer to the Contractor within 14 days after either the expiry of the period stated in the Appendix, or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.6 Final Payment

Within 42 days of the latest of the events listed in Sub-Clause 11.5 above, the Contractor shall submit a final account to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within 28 days after the submission of this final account, the Employer shall pay to the Contractor any amount due. If the Employer disagrees with any part of the Contractor's final account, he shall specify his reasons for disagreement when making payment.

11.7 Currency

Payment shall be in the currency stated in the Appendix.

11.8 Delayed Payment

The Contractor shall be entitled to interest at the rate stated in the Appendix for each day the Employer fails to pay beyond the prescribed payment period.

Default

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after the Contractor's receipt of the Employer's notice, the Employer may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind Materials and Plant and any Contractor's Equipment which the Employer instructs in the second notice is to be used until the completion of the Works.

12.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 7 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied for 28 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment's Equipment which the Employer instructs in the notice is to be used until the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) Any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination,
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the Cost of his suspension and demobilization together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

Risks and Responsibilities

13.1 Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of an Employer's Liability, the Contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the Works caused by a breach of the Contract, by negligence or by other default of the Contractor, his agents or employees.

13.2 Force Majeure

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the Contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the Contractor's Equipment.

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) The Cost of his suspension and demobilization,
- c) Any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

Insurance

14.1 Extent of Cover

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:

- a) For loss and damage to the Works, Materials, Plant and the Contractor's Equipment,
- b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and
- c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.

14.2 Arrangements

All insurances shall conform with any requirements detailed in the Appendix. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid.

All payments received from insurers relating to loss or damage to the Works shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

14.3 Failure to Insure

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor.

Resolution of Dispute

15.1 Adjudication

Unless settled amicably, any dispute or difference which arises between the Contractor and the Employer out of or in connection with the Contract, including any valuation or other decision of the Employer, shall be referred by either Party to adjudication in accordance with the attached Rules for Adjudication ("the Rules"). The adjudicator shall be any person agreed by the Parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Rules.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the adjudicator or if no decision is given within the time set out in the Rules, the Party may give notice of dissatisfaction referring to this Sub-Clause within 28 days of receipt of the decision or the expiry of the time for the decision. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the adjudicator is revised by an arbitrator.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled by a single arbitrator under the rules specified in the Appendix. In the absence of agreement, the arbitrator shall be designated by the appointing authority specified in the Appendix. Any hearing shall be held at the place specified in the Appendix and in the language referred to in Sub-Clause 1.5.

CONDITIONS OF CONTRACT

PARTICULAR CONDITIONS

PARTICULAR CONDITIONS

The contents of this Section have been prepared to supplement “SHORTFORM of Contract” (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 7.2

Sub-Clause 11.9

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 11.1

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.

CONTRACT DATA

<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"> 1. The Notice of Award. 2. The Agreement. 3. Particular Conditions of Contract 4. The Contract Data. 5. General Conditions of Contract. 6. Bill(s) of Quantities.
Time for Completion	1.1.9	2 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, Works, Lands and Physical Planning
Name and address of Main Contractor's representative.	3.2	.....
Performance Security: Amount..... Form.....	4.4 4.4	10% of Sum stated in Agreement. On Demand Bank Guarantee
Requirements for Contractor's design	5.1	None
Programme: Time for submission..... Form of programme.....	7.2..... 7.2.....	Draft Copy within 14 days of the Notice of Award and updated within 14 days of the Commencement Date. 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 (20%) 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	Five percent (05.0%) per certificate.
Currency of payment....	11.7	East Caribbean Dollars
Rate of interest	11.8	0% per annum.
Insurances <u>Type of cover</u>	14.1 <u>Amount</u>	<u>Exclusions</u>
The works, materials, Plant and fees	The sum stated in the Agreement plus 15%	None
Contractor's Equipment	Full replacement Cost	None
Third Part injury to persons and damage to property	XCD 350,000.00	None
Workers	XCD 350,000.00	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.

SECTION 6
BILL OF QUANTITIES
(Included separated- Please print and
include with Tender Document)

SECTION 7
FORM OF SECURITIES AND
OTHER SCHEDULES

SECTION 7

FORM 7.1

BANK GUARANTEE FOR ADVANCE PAYMENT

To: *[Employer's Name]*

Ref: *[Project Name]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub clause 11.2 (“Advance Payment”) of the above-mentioned Contract..... [Contractor]..... of (hereinafter called “the Contractor”) shall deposit with the **Ministry of Urban Development, Energy, Seaports, Grenadines Affairs and Local Government** a bank 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] as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to Ministry of Finance and Planning on his 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 Bank _____
Address _____
Date _____

SECTION 7

FORM 7.2

PERFORMANCE GUARANTEE

By this guarantee we, _____
whose registered office is at _____
(hereinafter called "the Contractor") and _____
whose registered office is at _____
(hereinafter called "the Guarantee") are held and firmly bound unto
_____ (hereinafter called "the Employer") in the sum of
_____ for the payment of which sum the Contractor and the Guarantee bind
themselves, their successors and assigns jointly and severally by these presents.

Whereas the Contractor by an Agreement made between the Employer of the one part and the Contractor of the other part has entered into a Contract (hereinafter called "the said Contract") to execute and complete certain Works and remedy any defects therein mentioned in conformity with the provisions of the said Contract.

Now the Condition of the above written Guarantee is such that if the Contractor shall duly perform and observe all the terms provisions conditions and stipulations of the said Contract on the Contractor's part to be performed and observed according to the true purport intent and meaning therefore if on default by the Contractor the Guarantor shall satisfy and discharge the damages sustained by the Employer thereby up to the amount of the above-written Guarantee then this obligation shall be null and void but otherwise shall be and remain in full force and effect but no alteration in terms of the said Contractor or in the extent or nature of the Works to be executed, completed and defects therein remedied there under and no allowance of time by the Employer or the Engineer under the said Contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning the said Contract on the part of the Employer or the said Engineer shall in any way release the Guarantee from any liability under the above-written Guarantee. Provided always that the above obligation of Guarantor to satisfy and discharge the damages sustained by the Employer shall arise only:

- (a) on written notice from both the Employer and the Contractor that the Employer and the Contractor have mutually agreed that the amount of damages concerned is payable to the Employer or
- (b) on receipt by the Guarantor of a legally certified copy of an award issued in arbitration proceeding carried out in conformity with the terms of the said Contract that the amount of the damages in payable to the Employer.

Signed on _____ Signed on _____
on behalf of _____ on behalf on _____
by _____ by _____
in the capacity of _____ in the capacity of _____
in the presence of _____ in the presence of _____

FORM 7.3

FORM OF TENDER BOND

{Brief description of Contract }

Name and address of Beneficiary

(whom the tender documents define as the Employer).

We have been informed that _____ (hereinafter called the "Principal") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the "conditions of invitation", which are set out in a document entitled Instructions to Tenderers) require his offer to be supported by a tender security.

At the request of the Principal, we (*name of bank*) _____ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (say: _____) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- (a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
- (c) you awarded the Contract to the Principal and he has failed to comply with Sub-Clause 1.6 of the conditions of the Contract, or
- (d) you awarded the Contract to the Principal and he has failed to comply with Sub-Clause 4.2 of the conditions of the Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 35 days after the expiry of the validity of the Letter of Tender*) _____, when this guarantee shall expire and shall be returned to us.

This guarantee is subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Date _____ Signature(s)

FORM 7.4
Bid Validity Declaration

*[If required, the **Tenderer** shall fill in this form in accordance with the instructions indicated in brackets.]*

Date: [____ , 2024]
Name of contract: []

To: The Permanent Secretary, Ministry of Urban Development, Energy, Seaports, Grenadines
Affairs and Local Government

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 _____, 2024

SECTION 7

FORM 7.5

SCHEDULE OF SUB- CONTRACTORS (if any)

NAME	ADDRESS	WORK TO BE SUB- CONTRACTED

SECTION 7

FORM 7.6

SCHEDULE OF DUTY FREE ITEMS-NA

None to be supplied under this Contract.

FORM 7.7

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 7

FORM 7.8

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 _____