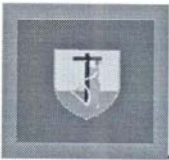


AIRPORT MAINTENANCE

Tender for the Repainting of Airport Terminal Building (Labour Only)

December 2014



MINISTRY OF COMMUNICATIONS, WORKS & LABOUR

P O BOX 314, BRADES, MONTSERRAT, WI

◆ Tel (066) 491-2321/2322 ◆ Fax (066) 491-0639 ◆ E-mail mun@mt.gov.ms

December 9th, 2014

Dear Sir/Madam,

Re: Tender for Repainting of Airport Terminal Building (Labour Only)

You are invited to submit a tender for the above captioned project. Included are the tender documents consisting of:

1. Document Check List
2. Form of Tender
3. Form of Agreement
4. Bill of Quantities
5. General Conditions of Contract
6. Specifications
7. Contract Drawings

Please return a complete document of the priced and signed Form of Tender, Bill of Quantities, Completed Document Check List and a copy of your **tax compliance certificate**. These should be placed in an inner envelope and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications, Works & Labour, Brades, Montserrat**. The name of the project should also be written on this inner envelope and should read, "Tender for Repainting of Airport Terminal Building (Labour Only)". The name of the tenderer should also be written on the inner envelope. The inner envelope should be placed in an outer envelope addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications, Works & Labour, Brades, Montserrat**. The name of the project should also be written on this outer envelope and should read, "Tender for Repainting of Airport Terminal Building (Labour Only)". The outer envelope should bear no identification of the tenderer. Tenders are to be received no later than **2:00p.m. on Friday December 19th 2014**. Please ensure that no additional marks are placed on the outer envelope.

A site visit will be arranged for **Monday December 15th 2014** at **10:00 a.m.** near the John A. Osborne Airport Administration Office above the roundabout in Gerald's where any questions relating to the works can be answered.

Any queries relating to the tender or works included should be made in writing to the Government Engineer, Public Works Department.

Yours faithfully,

.....
Beverley Mendes
The Chairperson
Departmental Tender Committee
Ministry of Communications, Works and Labour

Instructions to Tenderers

1. The Montserrat General Conditions of Contract will be adopted for this contract.
2. Tenderers must complete the **Form of Tender, Document Check list and Bill of Quantities** for the works. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
3. All works should be carried out in a safe manner and the relevant safety precautions incorporated into all activities.
4. **The tenderer must submit a Tax Compliance Certificate from Inland Revenue along with his tender.**
5. The Contractor will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.
6. **The tenderer will be expected to contact the utility company to ensure that the proposed works do not disrupt any of the services. Tenderers are responsible for repairing any damages incurred to any of the utilities during the completion of the works.**
7. All works undertaken will be the subject of taxation in accordance with the current legislation of Montserrat.
8. Tenderers must submit a **proposal for insurance** sufficient to satisfy the requirements for insurance given in the Conditions of the Contract and the Specification. The insurance shall jointly indemnify the Contractor and GOM in the amount not less than EC\$90,000.00.
9. Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, ***“Tender for Repainting of Airport Terminal Building (Labour Only)”*** and addressed to the **Chairman, Departmental Tender Committee, Ministry of Communications Works and Labour, Brades, Montserrat**. The name of the tenderer should be written on this inner envelope. Tenders should then be placed in an outer envelope, duly sealed and addressed to the Chairman, Departmental Tender Committee, Ministry of Communications, Works and Labour, Brades, Montserrat to be received no later than **2:00p.m. on Friday December 12th 2014**. **The name of the project should be written on the outer envelope and should read, “Tender for Repainting of Airport Terminal Building (Labour Only)”. The name of the tenderer should not be written on this outer envelope.** Tenders should not have any additional marks on the envelope. **Late tenders will not be considered.**
10. The Employer is not bound to accepting the lowest tenderers and has the right to accept and reject any tender offers.
11. Tenderers are not allowed to submit alternative tenders.
12. All tenders will be arithmetically checked, any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.

13. The most economically advantageous tender will be established by weighing technical quality against price on an 80/20 basis. This means that 80% of the weighting would be allocated to the Tender Price submitted with the remaining 20% being allocated to technical competence of the potential bidders.
14. The Contractor will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.

Description of the Works

- Clean existing wall surface.
- Apply sealant to key areas of external block wall
- Apply 1 coat of paint to external walls
- Apply 1 coat of paint to Internal walls
- Apply 1 coat of paint to external railings

Ministry of Communications, Works and Labour – Tender Checklist

Project Title *Repainting of Airport Terminal Building*
 Date scheme advertised *Wednesday 10th December 2014*
 Tender Deadline Date: *Friday 19th December 2014*
 Tender Deadline Time *2:00pm*

Below are the following documents that should be provided for a contractor’s bid to be compliant. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered non-compliant and rejected. However, any document not submitted at the time of tender submission must be submitted before any award of contract can be made.

Required Documents

- Signed Form of Tender (**Including time for completion and notice period**)

- Completed Bill of Quantities

Any of the following documents not presented at this stage must be submitted and verified before an award of contract is made.

- Programme of Works

- Insurance Proposal (See Instructions for Tenderer for explanation)

- Tax Compliance Certificate (if locally based)

- Proof of Similar Works Undertaken in the last 3 years

.....
 Signed on behalf of Contractor

.....
 Date

FORM OF TENDER

The Chairperson
Departmental Tender Committee
Ministry of Communications Works and Labour
Brades
Montserrat

Dear Sir/Madam,

Re: Tender for Repainting of Airport Terminal Building (Labour Only)

I/We the undersigned undertake to construct and complete the above Works in accordance with the General Conditions of Contract, Specifications and Drawings for the sum of:
EC\$

.....
(words).....
.....
.....

If my/our tender is accepted, I/We undertake to commence the Works within ___ week from the date of receipt by me/us of the official order and complete the works within ___ weeks from the date of receipt by me/us of the official order.

I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender.

I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this tender.

Name.....

Signed.....

Name of firm (If Applicable)

Address.....

.....

Tel. nr.....

Fax nr.....

Email Address

Date.....

AGREEMENT

between

GOVERNMENT OF MONTSERRAT

and

.....

1. This Agreement is made the _____ day of _____ **2014** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **Mrs. Beverley Mendes**, Permanent Secretary, Ministry of Communications and Works (hereinafter referred to as "**GOM**") of the one part and whose address is West acting herein and represented by (hereinafter referred to as the "**Contractor**") of the other part.
2. This Agreement shall take effect from the day of **2014** and subject to prior termination as provided by this agreement shall continue for a period of months/years.
3. In this Agreement:
 - a) "Agreement" means these General terms and Conditions in schedule 1 together with the Drawings, Signed Form of Tender, Priced Bill of Quantities, Specifications and any document incorporated into this agreement by reference;
 - b) "**Contractor**" includes the **Contractor**, and his/its employees;
 - c) "deliverables" includes specifications, drawings and any component element of the Works;
 - d) "Engineer" means a duly authorized representative of GOM
 - e) "Works" means the works to be executed in accordance with this agreement as described in the Specification drawings.
4. The **Contractor** is an independent contractor and shall not be considered in any respect as being an employee of **GOM**.
5. The **Contractor** shall supply its Montserrat Social Security number and verify the accuracy of the number as entered on all documentation connected with this agreement, and shall provide to **GOM** evidence of good standing with and observance of the requirements of the Social Security Board.
6. The representative of **GOM** for the administration of this agreement is the Permanent Secretary, Ministry of Communications and Works (hereinafter referred to as the Administrator). The Administrator shall have final authority for acceptance of the **Contractor's** performance, and if satisfactory shall initiate the process for approval of payment to the **Contractor**. No payment shall be made without such approval.
7. The **Contractor** shall provide the deliverables specified in column 1 of Schedule 2, within the timelines set out in Column 2 of Schedule 2, in return for the fees set out in column 3 of Schedule 2, under the terms and conditions outlined in Schedule 1.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date herein first mentioned.

BY

Beverley Mendes

Permanent Secretary, Ministry of
Communications and Works

WITNESS

BY

WITNESS

SCHEDULE 1

Terms and Conditions

- I. **GOM** may at any time by a written notice modify the deliverables described in Schedule 2 and promptly upon receipt of such modification the **Contractor** shall within 7 days either advise that the change will not affect its costs or cause a delay in providing the deliverables, or furnish a breakdown of estimated changes in costs or delay in the deliverables attributable thereto. Upon receipt of the breakdown by **GOM** any changes necessary to the other terms and conditions of the agreement shall promptly be negotiated by the parties and incorporated in an amendment to this contract. The **Contractor's** failure to advise of any such changes or delays shall constitute the **Contractor's** consent to the modification without adjustment to the other terms and conditions of this agreement.
- II. As full consideration for the services performed by the **CONTRACTOR** under the terms of this agreement the **GOM** will pay the fees as outlined in Schedule 2, payable against original invoices delivered to the **GOM** at its headquarters by the **CONTRACTOR**, provided that **GOM** may give notice of its intention not to pay such fee where:
 - a. the **CONTRACTOR** has failed to carry out services/provide the deliverables, or has defectively carried out services/provided deliverables required by this Agreement to be carried out and has not remedied such failure or defect within a reasonable time;
 - b. the **CONTRACTOR**, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
 - c. there is a breach of any other provision of this Agreement;and upon giving such notice the **GOM** may withhold payment accordingly.
- III. The **GOM** shall have the right, at its expense, to have a representative of the **GOM** inspect such records and invoices of the **CONTRACTOR** as are necessary to verify the **CONTRACTOR's** performance and all expenses submitted pursuant to this Agreement and the **CONTRACTOR** shall make such records and invoices available for inspection during normal business hours at the **GOM** Headquarters.
- IV. All records related to this Agreement at any time in the possession of the **CONTRACTOR** shall be retained for a period of one (6) years after the termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the **GOM**, shall be retained by the **CONTRACTOR** until the claim has been resolved.
- V. The **CONTRACTOR** shall not remove any material, goods or equipment purchased by the **GOM** and furnished to the **CONTRACTOR** to facilitate the performance of its obligations under this contract without the prior written consent of the Administrator.
- VI. The **CONTRACTOR** shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The **CONTRACTOR** shall not seek to acquire any such information outside of the performance of its/his duties under this Agreement.
- VII. (a) The **Contractor** shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the **GOM**, such consent not to be unreasonably withheld.

(b) The **Contractor** retains full and complete responsibility for every aspect of the Works and deliverables including any aspect which might be sub-contracted or assigned to another person under clause VII (a), including the duty to ensure that any such part of the Works or deliverables are completed in a good and workmanlike manner, with sound materials and in conformity in all respects with the drawings, elevations and specifications and at all times and in every respect in compliance with the Building Codes of Montserrat and all the applicable laws.

(c) The **Contractor** shall respond to any reasonable query from GOM regarding the quality and quantity or materials procured by him/it for use in the Works and deliverables and shall provide **GOM** with satisfactory evidence of his/its compliance with the agreed specifications periodically/monthly/quarterly during the construction of the Works and within days/months/weeks of completion.

VIII. The **Contractor** agrees to undertake and complete the provision of labour for painting at the John A. Osborne Airport and all Works described in the Specifications, drawings, the tender documents and all tender circulars and addenda.

IX. The **Contractor** and **GOM** agree that they will each have the respective obligations under this agreement as outlined in **Schedule 3**.

(a) The **Contractor** agrees to indemnify, and keep the **GOM** indemnified, from and against any and all loss, damage, expense, liability, claim or proceedings (whether criminal or civil) suffered by **GOM's** agents, servants or third parties, including any legal fees and costs incurred, resulting from a breach of this Agreement by the **Contractor** and/or arising in connection with the performance of this agreement by the **Contractor** or arising out of or in the course of or caused by the carrying out of the Works:

- (i) in respect of personal injury to or death of any person; or
- (ii) in respect of any damage whatsoever to any property real or personal due to any negligence, omission and default of the Contractor.

(b) The **Contractor** agrees to indemnify **GOM** in respect of claims from anyone suffering damage to their equipment or property, or accidents suffered by their employees, agents or third parties, resulting from the **Contractor's** actions.

X. The Contractor shall produce such evidence as GOM may reasonably require that the insurance's referred to in the form of tender have been taken out and are in force from commencement of works until its completion.

XI. The Contractor shall ensure that suitable systems for controlling traffic and pedestrian movements are discussed with the Traffic Commissioner and implemented during its operations to minimize any delays to road users.

XII. (a) **GOM** will disburse each payment in respect of the deliverables only after receipt of certification issued by the Engineer that:

- (i) the respective phase of the Works or deliverable has been satisfactorily completed and complies with the drawings and building code;
- (ii) the value of the work completed at that stage corresponds to or exceeds the sums previously disbursed.

(b) **GOM** shall retain 5% of each payment up to a maximum of 3% of the contract sum and release the accumulated total retention to the **Contractor** at the end of the warranty period provided after ensuring that all works and repairs have been executed to **GOM's** satisfaction.

XIII. The parties agree that a warranty period of 12 months is part of the agreement, during which time the Contractor bears full responsibility for the execution of maintenance of the works and any repair or correction which becomes necessary due to the failure and incorrect performance of the Contractor.

XIV. The **Contractor** shall notify **GOM** in writing of his/its completion of the Works. The Engineer shall certify the date when in his opinion, the Works have reached practical completion. This date shall be the date of commencement of the warranty period.

XV. The **Contractor** shall pay to **GOM** a penalty of 2% of the contract price a day, for every day the

completion of the Works is overdue.

XVI. If in the execution of this Contract any matter arises that cannot be agreed on by the Contractor and the Contract Administrator, the following procedure shall be taken:

Any dispute should be raised in writing to the Chairman, Public Procurement Board. The Board will investigate and deliver a report and recommended remedy to the parties involved. The parties have seven days to accept the recommended remedy or to appeal the Board's decision to the Complaints Commission whose decision is binding on all the parties.

XVII. a) The **Contractor** shall receive two complete originals of this agreement.
b) Subsequent to the commencement of the agreement, the **Contractor** shall receive a copy of all additions to and amendments to the Specifications or drawings.

XVIII. a) If, before the date for practical completion, the **Contractor** shall make a default in any one or more of the following respects:

- (i) Without reasonable cause he/it wholly or substantially suspends the carrying out of the Works, or
- (ii) He/it fails to proceed regularly or diligently with the Works, or
- (iii) He/it refuses or neglects to comply with a written notice/instruction given by the Engineer and by such refusal or neglect the works are materially and adversely affected

The Engineer may give to the **Contractor** a notice specifying the default or defaults.

(b) If the **Contractor** continues with the default for 14 days from the issue of the notice under the agreement **GOM** may by a further notice to the **Contractor** terminate this agreement. Such termination shall take effect on the date of receipt of such further notice.

(c) **GOM** shall not issue a notice of termination shall not be given unreasonably or vexatiously.

(d) The Engineer shall determine the amount due to the **Contractor** which shall include loss, damage or expenses incurred by **GOM** as a direct consequence of the termination. A final payment certificate will be prepared by the Engineer.

(e) If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more

- (i) Force majeure, or
- (ii) The Engineer's instruction

the **Contractor** or **GOM** may upon expiry of the period of the suspension give notice to the other party that unless suspension is terminated within 7 days after the receipt of such notice, **GOM** shall pay to the **Contractor** the total value of the Works properly executed at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.

(f) A party shall not issue a notice of termination unreasonably or vexatiously.

XIX. The Engineer may issue instructions on behalf of **GOM**, with regard to the postponement of any or all

the Works to be executed under this contract.

- XX. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.
- XXI. This Agreement supersedes any prior Agreement between the parties, whether written or oral, relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.
- XXII. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.
- XXIII. (a) Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.

(b) A party that is delayed in meeting or that fails to perform its obligation under this agreement because of Force Majeure, shall have no liability to the other for such delay or failure to perform. Both parties shall use reasonable endeavours to mitigate as far as possible, the effects of the Force Majeure event.

(c) If one party is prevented from or delayed in performing its obligations under this agreement as a result of Force Majeure, the other party shall be released to the equivalent extent from its obligation in relation to that particular Force Majeure event.
- XXIV. The provisions relating to confidentiality, indemnities and limitation of liability shall survive any completion, rescission, expiration or termination of this agreement. In addition, all rights and restrictions relating to any perpetual licenses and all payment terms relating to any outstanding payments shall survive.
- XXV. Any notice or other document required to be given under this agreement or any communication between the parties with respect to any of the provisions of this Agreement shall be in writing and may be sent by electronic mail to the correct email address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

(a) A notice shall be delivered as follows:

(i) if to **GOM**, to:

Beverley Mendes
Permanent Secretary
Ministry of Communications and Works
Woodlands
Montserrat
Fax: (664) 491-6659
Email: mcw@gov.ms

(ii) if to the **Contractor**, to:

Address:

Email:

(iii) In proving the giving of a notice it shall be sufficient to prove respectively that the notice was left at the relevant party's address or that the envelope containing the notice was properly addressed and dispatched or dispatch of any electronic transmission used was confirmed.

The Contractor will provide the services/deliverables described in column 1 within the timelines indicated in column 2 in return for the fees in column 3:

Services/Deliverables	Timelines	Fees

SCHEDULE 3

Obligations of each party under this agreement

Contractor's obligations	GOM's obligations

SCHEDULE 4

List all documents making up the contract

Airport Terminal Building Repainting

Scope of Works

Note: The successful contractor is required to supply all labour to complete the works described, unless where indicated.

Item	Description	Qty.	Unit	Rate	Price
1	External Block Wall Surface				
1-1	Clean dust and mildew from all external block wall surfaces.	1	no.		
1.2	Apply sealant to key areas on all external block wall surfaces (as advised by Project Architect)	1	no.		
1-3	Apply 1# coat of 'Weather Barrier', semi-gloss, water-based paint on prepared surface (colour to be specified by Project Architect).	7,175	sq ft		
2	Interior Block Wall Surface				
2-1	Apply 1# coat of semi-gloss, water-based paint on cleaned surface (colour to be specified by Project Architect).	16,294	sq ft		
3	External Railings				
3.1	Apply 1# coat of 'Weather Barrier', semi-gloss, water-based paint on cleaned surface of all external railings (colour to be specified by Project Architect).	119	ln. ft		
4	General				
4-1	Clean site and make good.	1	no.		
5	Miscellaneous				
5-1	Scaffolding	1	no.		
5-2	Transportation:	1	no.		
6	Total:				EC\$

GOVERNMENT OF

MONTSERRAT

PUBLIC WORKS DEPARTMENT

GENERAL CONDITIONS

OF

CONTRACT

GENERAL CONDITIONS

1 Definitions

- a) The “Contract” means these General Conditions together with the Specification drawings and includes the contract agreement
- b) The “Employer” means the Government of Montserrat
- c) The “Engineer” means a duly authorized representative of the Employer
- d) The “Contractor” means the company appointed to carry out the works
- e) The “colony” means the colony of Montserrat
- f) The “Site” means the lands and/or other places on, under or through which Works are to be carried out
- g) The “Works” means the works to be executed in accordance with this Contract as described in the Specification
- h) The “language” of the Contract shall be English
- i) The “Law” applicable to the Contract, shall be the Laws of Montserrat

2 Contract Document - Priority

- 1) Contract Agreement
- 2) The Drawings
- 3) Specifications
- 4) Conditions of Contract
- 5) Any other document forming part of the Contract

3 Extent of Contract

The Contract comprises of the construction and completion of all Works described in the Specifications, Drawings and Bill of Quantities and to supply all necessary labor, plant and temporary works to complete the described works.

4 Power to Vary or Omit

- a) The Employer reserves the right to vary from time to time during the progress of the works, the Specifications or Drawings and shall in writing, notify the Contractor of such variation. If the instructions are given orally, they shall, within two days be confirmed in writing by the Engineer. In the event of any such variation, involving an alteration in the cost, or in the period required for completion, an agreed revision of the contract price and/or time of completion may be made. Any such alterations should be deemed part of the Contract. However, any variation to the Contract price must not exceed 5% of the overall contract price.
- b) No variation, alteration or addition to the work indicated in the Specification and/or Drawing shall be made unless the written instruction of the employer has been obtained.

5 Assignment of Contract

- 1) The Contractor shall remain responsible to the Employer for workmanship and manner of workmanship, defaults and neglects of any sub-contractor or agent or workman employed by him.

7 Setting Out

- 1) The Contractor shall be responsible for setting out of the work.

8 Workmanship

- i. The Contractor shall at all times carry out his works in accordance with the laws of the Colony of Montserrat.
- ii. The Employer may from time during the course of the Contract inspect any completed or part-completed work of the Contractor. If the Employer is not satisfied with such work, he in writing shall inform the Contractor of his dissatisfaction.
- iii. Notwithstanding any such progress inspection by the Employer, the Contractor shall at all times carry out the Contract in a workman-like manner. On completion of the works, the Contractor shall satisfy the Employer as to the quality and fitness of the work.

9 Removal of Debris

The Contractor shall remove all debris caused by their work from time to time as it accumulates and shall leave the site clean on completion of the Contracted Works.

10 Supervision of Works and Skilled Workmen

- a) The Contractor shall provide all necessary superintendence during the execution of the works.
- b) The Contractor shall employ for the execution of the Works only such persons who are carefully skilled and experienced in their several trades.
- c) The Supervising Officer may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the Works of any person employed thereon.

11 Contractor's Plant

The Contractor shall provide at their own cost all tools, and other plant necessary for the purpose of carrying out the specified Work in an organized and expeditious manner.

12 Payment Fees

The Contractor shall be responsible for the payment of all fees necessary for the completion of the Contract required by any Statutory Authority within the Colony.

13 Safety

- a) The Contractor is responsible for the safety of all persons employed by him.
- b) He shall in no way carry out any work that could be seen to endanger the life of any of his employees or of any member of the general public, including any other employee of the employer.

14 Injury to or death of a person

The Contractor shall be liable for and shall, indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at Common Law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works.

15 Damage to Property

The Contractor shall be liable for and indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property, real or personal, insofar as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission and default of the Contractor is responsible.

16 Evidence of Insurance

The Contractor shall produce such evidence as the Employer may reasonably require that the insurance's referred to herein have been taken out and are in force at all material times. Evidence of such insurance must be produced before any signing of contract. A proposal for such insurance must be submitted with this tender.

17 Traffic Control

Due to the nature of the Works it will be the responsibility of the Contractor to ensure that a system of traffic control is in operation, including no vehicular access, if necessary.

18 Payment to the Contractor

Payment to the Contractor will be made after the issue of an Engineer's certificate based on the amount of work completed to date. A retention of 5% will be held from the value of each certificate up to a maximum of 3% of the contract sum. Such retention money will be released at the end of the warranty period provided that all works and repairs have been executed to the satisfaction of the employer.

19 Warranty Period

A warranty period of 12 months is part of the Contract agreement, during which time, the Contractor bears the full responsibility for the execution of maintenance of the works and any repair or correction which might become necessary due to the failure and incorrect performance of the Contractor.

20 Handing Over Completed Works

The Contractor shall notify the Employer in writing of his completion of the contracted Works. Said work shall be subject to the satisfaction of the employer and the statutory body having jurisdiction that all the works is completed and in good order. The supervising Officer shall certify the date when, in his opinion, the works have reached practical completion. This date shall be the date of commencement of the warranty period.

21 Failure to Meet Completion Date

Should the contractor fail to complete the contracted works within the agreed time he shall be subject to a fine of 1% of the contract price a day, for every day the completion is overdue.

22 Matters not Contained in the Contract

Any matter not explicitly provided for within this Contract shall be in the matter of a separate agreement between the Employer and Contractor. Any such agreement shall be part of his Contract.

23 Matter of Disagreement

If in the execution of this Contract any matter arises that cannot be agreed on by the Contractor and the Contract Administrator, the following procedure shall be taken:

- 23.1 Any dispute should be raised in writing to the Chairman, Public Procurement Board. The Board will investigate and deliver a report and recommended remedy to the parties involved. The parties have seven days to accept the recommended remedy or to appeal the Board's decision to the Complaints Commission whose decision is binding on all the parties.

24 Contracts Documents

- a) The Contractor shall receive two complete copies of the Contract Documents
- b) Subsequent to the commencement of the Contract, the Contractor shall receive a copy of all additions to and amendments to the Specifications or drawings.

25 DETERMINATION OF THE CONTRACT

- 1) Default by the Contractor

If, before the date for practical completion, the Contractor shall make a default in

any one or more of the following respects:

- a) Without reasonable cause he wholly or substantially suspends the carrying out of the works, or
- b) He fails to proceed regularly or diligently with the works, or
- c) He refuses or neglects to comply with a written instruction given by the Engineer and by such refusal or neglect the works are materially affected

The Engineer may give to the Contractor a notice specifying the default or defaults.

If the Contractor continues with the default for 14 days from the issue of the notice under the contract the Employer may by a further notice to the Contractor determine the employment of the Contractor under this Contract. Such determination shall take effect on the date of receipt of such further notice.

A notice of determination shall not be given unreasonably or vexatiously.

- 2) Consequences of determination under clause 25 .i.

The Engineer shall determine the amount due to the Contractor which shall include loss, damage or expenses incurred by the Employer as a direct consequence of the determination. A final payment certificate will be prepared accordingly.

- 3) Determination by the Contractor or Employer

If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more

- a) Force majeure, or
- b) The Engineers instruction

Then the Contractor or the Employer may upon expiry of the period of the suspension give notice to the other that unless suspension is terminated within 7 days after the receipt of such notice.

The Employer shall pay to the Contractor, the total value of the work properly executed at the date of determination of the employment of the Contractor, such value ascertained in accordance with the conditions as if the employment of the Contractor had not been determined

A notice of determination shall not be given unreasonably or vexatiously.

26 SUSPENSION OF THE UNCOMPLETED WORKS

- a) The Engineer may issue instructions in regard the postponement of any or all the works to be executed under this contract.