

Recovery and Development Agency



BOOKLET 2

CONDITIONS OF CONTRACT

FOR

REPAIRS TO THE A.O. SHIRLEY RECREATION GROUND GRANDSTAND AT

THE A.O. SHIRLEY RECREATION GROUND, ROAD TOWN, TORTOLA

Short Contract

A contract between Virgin Islands Recovery and Development Agency (RDA)

and

for Repair the A.O. Shirley Ground Grandstand

Contents	Page
Contract Forms	
Contract Data	2
The <i>Contractor's</i> Offer	4
The <i>Employer's</i> Acceptance	4
Price List	5
Works Information	6
Site Information	9
Conditions of Contract	CC1

Notes about this contract are printed in boxes like this one. They are not part of the contract.

Contract Data

The *Employer* is
 Name Virgin Islands Recovery and Development Agency
 Address Wickham's Cay II, Tortola, VG1110, British Virgin Islands
 Telephone +1 (284) 393-8003
 E-mail address procurement@bvirecovery.vg

The *works* are Design, Supply and Install a new lighting system to A.O. Shirley Ground

The *site* is A.O. Shirley Ground

The *starting date* is .. to be agreed

The *completion date* is .. to be agreed

The *period for reply* is ...one week weeks.

The *defects date* is 26 weeks after Completion.

The *defect correction period* is 2 weeks.

The *delay damages* are US\$250.00 per day.

The *assessment day* is the 28th day of each month.

The *retention* is 10 % reducing to 5% during the defects period

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?

~~Yes~~/ No (delete as appropriate)

The *Adjudicator* is

Name British Virgin Islands International Arbitration Centre.

Address Ritter House, 3rd Floor, P.O. Box 3438, Road Town, Tortola, VG1110,
 British Virgin Islands.

Telephone +1 (284) 393-8000

E-mail address info@bviiac.org

Contract Data

The *Contractor's* Offer

The *Contractor* is

Name
Address
Telephone
E-mail address

The percentage for overheads and profit added to the Defined Cost for people is %.

The percentage for overheads and profit added to other Defined Cost is %.

The *Contractor* offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices is

Signed on behalf of the *Contractor*

Name
Position
Signature Date
Witness

The *Employer's* Acceptance

The *Employer* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Employer*

Name Paul Bayly
Position Chief Executive Officer
Signature Date
Witness

Contract Data

COMMISSIONER OF OATHS

I HEREBY CERTIFY THAT the above-named **Paul Bayly** appeared before me on the _____ day of _____ 2020 and being known to me acknowledged the above signature to be his and that he has freely and voluntarily executed this document and understood its contents.

Commissioner of Oaths

I HEREBY CERTIFY THAT the above-named _____ appeared before me on the _____ day of _____ 2020 and being known to me acknowledged the above signature to be his and that he has freely and voluntarily executed this document and understood its contents.

Commissioner of Oaths

Contract Data

Price List

Item number	Description	Unit	Quantity	Rate	Price
<i>Entries in the first four columns in this Price List are made either by the Employer or the tenderer.</i>					
<i>If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.</i>					
<i>If the Contractor is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.</i>					
.....
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.....
The total of the Prices					<div></div>

Contract Data

Works Information

1 Description of the works

See Scope of works Booklet 3.

2 Drawings

Drawing number	Revision	Title
...GS-100.....	.....A.....	...Grandstand As-Built Plan.....
...GS-101.....	.....A.....	...Seating & Rail Damage.....
...GS-102.....	.....A.....	...Aluminum Plank and Decking Damage....
...GS-103.....	.....A.....	...As-Built Beam & Column Layout Plan.....
...GS-104.....	.....A.....	...Connections to be Repaired.....
...D-101.....	.....A.....	...Demolition Plan.....
...S-101.....	.....A.....	...Sickbay & Gym Floor Plan.....
...S-102.....	.....A.....	...Gym Roof Plan.....
...S-501.....	.....A.....	...Structural Details.....
...S-502.....	.....A.....	...Structural Details.....
...S-503.....	.....A.....	...Structural Details.....

Contract Data

Works Information

3 Specifications

Title	Date or revision	Tick if publicly available
.....
.....

4 Constraints on how the Contractor Provides the Works

see page 9 – site information.

Contract Data

Works Information

5 Requirements for the programme

- a. Provide sufficient detail of Work Breakdown Structures/Activities to ensure a comprehensive assessment of the programme can be made.
- b. Define the critical path.
- c. Allow for mobilisation, holidays, likely weather conditions etc.
- d. Make use of concurrent activity across all Contract phases design, procure, construct.
- e. Allow for the delivery of materiel and highlight those long lead items that could affect the critical path.
- f. Allow for the levelling of equipment and personnel.
- g. Allow for all testing and commissioning.
- h. Allow for handover - snagging, hand over required information and H&S File.

6 Services and other things provided by the Employer

Item	Date by which it will be provided
None	
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Contract Data

Site Information

A.O. Shirley Ground is currently open to athletes and to the general public. It is the contractor's responsibility to protect the area where the works will be carried out to avoid public access to it while allowing the site users to carry on with their sport practice.