Recovery and Development Agency

BOOKLET 2

CONDITIONS OF CONTRACT

FOR

THE DESIGN, SUPPLY AND INSTALLATION OF STADIUM LIGHTING

AT

THE A.O. SHIRLEY GROUNDS ROAD TOWN, TORTOLA

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nec3 Engineering and Construction

Short Contract

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

and

for Design, Supply and Install a new lighting system for A.O. Shirley Grounds

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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 Grounds	
The *site* is	A.O. Shirley Grounds	
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 interest rate on late payment is 0.5% per complete week of delay.

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer*'s

property in excess of UD$500,000.00 for any one event.

The *Employer* provides this insurance N/A

The minimum amount of cover for the third insurance stated in the Insurance Table is US$1,000,000.00.

The minimum amount of cover for the fourth insurance stated in the Insurance Table is US$1,000,000.00.

The Advance Payment shall be

The *Adjudicator nominating body* is British Virgin Islands International Arbitration Centre

The *tribunal* is Arbitration

If the *tribunal* is arbitration, the arbitration procedure is Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the BVI IAC Arbitration Rules

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions

The Project Manager is:

Contractor Design: The contractor shall carry out design to the extent specified, as referred to in the scope of works. 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.

The contractor shall remain responsible for the design under this clause, which shall be fit for the intended purposes defined in the contract and shall also remain responsible for any infringement of any patent or copyright in respect of the same.

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 2019 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 2019 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

Entries in the first four columns in this Price List are made either by the Employer or the tenderer.

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.

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.

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The total of the Prices

Contract Data

Works Information

1 Description of the *works*

See Scope of works Booklet 3.

2 Drawings

Drawing number	Revision	Title

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 Grounds 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.