

# **Recovery and Development Agency Quick Contracting Invitation to Tender**



## **BOOKLET 2**

### **CONDITIONS OF CONTRACT**

#### **FOR**

### **SUPPLY OF FURNITURE FOR THE ELMORE STOUTT HIGH SCHOOL RE-DEVELOPMENT PROJECT**

#### **AT**

### **TORTOLA, BRITISH VIRGIN ISLANDS**

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1. NEC3 Contract Agreement including Commissioner of Oaths
2. Letter of Acceptance
3. Requirements (Scope of Works)
4. Contractor's Quotation

## COMMISSIONER OF OATHS

I HEREBY CERTIFY THAT the above-named **Anthony McMaster** appeared before me on the \_\_\_\_ day of June 2022 and being known or identified to me, acknowledged the above signature to be his and that he has freely and voluntarily executed this document and understood its contents.

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Commissioner of Oaths/Notary Public

I HEREBY CERTIFY THAT the above-named **XXXX** appeared before me on the \_\_\_\_ day of June 2022 and being known or identified to me, acknowledged the above signature to be his and that he has freely and voluntarily executed this document and understood its contents.

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Commissioner of Oaths/Notary Public



# Short Contract

A contract between Virgin Islands Recovery and Development Agency

and XXXXXXXX  
for **SUPPLY OF FURNITURE FOR THE ELMORE STOUTT HIGH SCHOOL RE-DEVELOPMENT PROJECT**

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## Contract Data

The *Purchaser* is  
 Name Virgin Islands Recovery and Development Agency  
 Address Cyril B. Romney Tortola Pier Park | 1-2/F 52 Pier Park Drive- Unit 8 | Road Town |  
 Tortola VG1110 | British Virgin Islands  
 Telephone (284) 340 2605  
 E-mail address procurement@bvirecovery.vg

The *goods* are Supply of Furniture for the Elmore Stoult High School Re-development Project.  
 The *law of the contract* is Laws of the Virgin Islands

The *period for reply* is One (1) week.

The starting date is June 2022

The delivery date is August 2022

The *premises* are Elmore Stoult High School Campus, Tortola, British Virgin Islands

The period for the correction of  
 Defects after Delivery is four (4) weeks.

The *defects date* is Fifty-Two (52) weeks after Delivery.

The *delay damages* are \$200.00 per day.

The *assessment day* is the N/A of each month.

If the *goods* are instructed by  
 Batch Order N/A

the *batch order interval* is N/A

the quantity range of *goods* in a  
 batch is from N/A to N/A

The following documents also  
 form part of this Contract: Letter of Acceptance, Clarifications,  
 Contractor's Original Proposal and  
 Specifications

# Contract Data

The *Adjudicator* is  
Name British Virgin Islands International Arbitration Centre  
Address 3rd Floor, Ritter House, Wickham’s Cay II, Tortola VG 1110, British Virgin Islands  
Telephone (284) 393 8003  
E-mail address [info@bviiac.org](mailto:info@bviiac.org)

The *Supplier’s* liability to the *Purchaser* for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to \$XXXXX

The *Supplier* is not liable to the *Purchaser* for loss of or damage to the *Purchaser’s* property in excess of US \$50,000 for any one event.

The *Purchaser* provides this insurance N/A

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 Supply Short Contract April 2013 and the following additional conditions

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.....  
.....  
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## The *Supplier's* Offer

The *Supplier* is  
Name XXXXXX  
Address XXXXXXXX  
Telephone XXX-XXX-XXXX  
E-mail address XXXXXXXXX.com

The *Supplier* offers to Provide the Goods 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 \_\_\_\_\_ (US\$XXXXX)  
Signed on behalf of the *Supplier*

Name XXXXXXXX  
Position Owner/Director

Signature ..... Date .....

In the presence of ..... Name .....

Witness

## The *Purchaser's* Acceptance

The *Purchaser* accepts the *Supplier's* Offer to Provide the Goods

Signed on behalf of the *Purchaser*

Name Anthony McMaster  
Position Chief Executive Officer

Signature ..... Date .....

In the presence of ..... Name .....

Witness

# Price Schedule

Refer to Contractor's Quotation of June 2022

Item number	Description	Unit	Quantity	Rate	Price
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
The total of the Prices					\$0.00



# Goods Information

## 1 Description of the goods

Supplier to supply items in accordance with Specifications document provided.

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## 2 Specifications

Refer to the Specifications document provided.

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

# Goods Information

## 3 Constraints on how the *Supplier* Provides the Goods

### Supply of Goods

The Supplier shall supply the Goods to the Purchaser subject to and in accordance with the terms and conditions of the Contract.

In supplying the Goods, the Supplier shall co-operate with the Purchaser in all matters relating to the supply of Goods and comply with all the Purchaser's instructions.

The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes, and guarantees that the Goods supplied under the Contract shall:

- Be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery.
- Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, and delivery of the Goods.
- Conform with the specifications, drawings, descriptions given in tender document, and technical literature or material (in whatever format made available by the Supplier) supplied by the Supplier.
- Be free from design defects.
- Be fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser expressly or by implication, and in this respect the Purchaser relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by the Purchaser of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this sub-clause; and the Supplier itself shall, comply with all applicable laws
- Minimum warranty on all goods supplied should be 5 years

### Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Agreement by written notice to the other Party.

## 4 Requirements for the programme

N/A

# Goods Information

## 5 Services and other things provided by the Purchaser

The Purchaser to aid in the clearance of these goods

Item	Date by which it will be provided
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

## 6 Supply requirements

Supplier to notify the Purchaser of the actual delivery date

Delivery to site should be within the hours of 8:30 AM-4:00PM Monday thru Friday

Supplier to provide the Purchaser with the Invoice & Bill of Lading to initiate clearance

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