

REQUEST FOR TENDER (RFT)

INVITATION LETTER

REFERENCE PROCUREMENT°: TD26.CA.OO2.Barbados Police Service / Defence Force

CONTRACT N°: Pr-001/3238/Barbados/2026.6

TITLE: Refurbishment of BPS Armouries in Barbados.

MAG (Mines Advisory Group), one of the world's leading humanitarian organizations providing conflict-affected countries with a real chance for a better future, is implementing a Physical Security and Stockpile Management (PSSM) project with the Barbados Defence/Police Force. Through this letter, MAG invites bidders to offer their services by submitting a Tender as described in this Request for Tender (RFT).

For tender document collection, contact address is:

MINES ADVISORY GROUP,
rennie.mohan@maginternational.org (not for bid submission)
Rennie Mohan
Logistics Officer-Caribbean

Note:

- This RFT gives rise to no contractual obligations between MAG and Tenderers,
- Tenderers shall bear all costs associated with the preparation and submission of his Bid, and MAG will in no case be responsible or liable for those costs,
- MAG will not be liable to any Tenderer on the basis of any matter relating or incidental to a Tenderer's participation in this Tender Process including instances where a tenderer is not invited to participate in any subsequent process following completion of this Tender Process, MAG varies or terminates the Tender Process, changes in procedure schedule,
- MAG will not generally award more than two contracts at the same time to a given contractor except in case of proven former experience with that contractor,
- MAG reserves the right to accept or reject any Bid, 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 its action,
- MAG reserves the right to disregard any offers that appear to be too low, as per internal policy / SOP.

MAG intended timetable for this procedure is as follows:

- | | |
|--|--|
| 1. Start date of Tender Issue: | 5 th June 2026 |
| 2. Deadline to request clarifications: | 26 th June 2026 4pm Barbados Time |
| 3. Tenders' reception closes on: | 3 rd July 2026 4pm Barbados Time |

Bids should be paper copy, scanned and emailed to the mail address stated in Bids Data Sheet (BDS) as attachment(s) (Attachments can be divided into parts as needed). MAG reserves the right to contact tenderers and request the paper hard copy to be delivered. **The Contents of paper copy should be the same as electronic bid received.**

Adam Komorowski
Regional Director

Pretention

SECTION 1: INSTRUCTIONS TO BIDDERS

A. Introduction

1. **General:** MAG invites for electronic Bids (Scanned copy of bound, pages numbered document) for the specified Works. MAG reserves the right to contact tenderers and request the paper hard copies to be delivered. **The Contents of the hard copy should be the same as the content of the electronic bid received.**

2. Eligible Bidders

2.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by MAG to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of works under this Invitation to Bids. Bidders shall be legally incorporated entities, or groups formed by such as joint ventures.

2.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders shall be considered for award of Contract.

2.3 If MAG has not undertaken prequalification of potential bidders or post qualification has been selected to determine eligibility of bidders, all bidders shall include the information and documents specified in clause 9 of this Instruction to Bidders.

3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid and MAG will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

4. **Examination of Solicitations:** The Bidder is expected to examine all corresponding instructions, forms, terms and specification contained in the solicitation Documents. Failure to comply with these documents will be at the bidder's risk and may affect the evaluation of bid. The solicitation documents are those stated below and should be read in conjunction with addenda issued in accordance with clause 6 below.

Section 1: Instructions to Bidders.

Section 2: Bid Data Sheet (BDS);

Section 3: Special Conditions.

Section 4: Contract for works (form of);

Section 5: General Conditions of Contract for Construction Works.

Section 6: Bid Submission Sheet.

Section 7: Scope of Work/Statement of Works.

Section 8: Bill of Quantity/Price Schedule.

Section 9: Technical Drawings.

Any other document listed in the Bid Data Sheet (BDS) as forming part of the solicitation Documents.

5. Clarification of Solicitation Documents: A prospective Bidder requiring any clarification of the Solicitation Documents may notify MAG by email. The response will be made by email to any request for clarification of the Solicitation Documents that it receives earlier than three (03) working days prior to the Deadline for the Submission of Bids.

Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be emailed to all prospective Bidders that received the Solicitation Documents. All communication connected with this Bid must be directed exclusively to MAG person identified as the contact person **in the BDS**.

6. Amendments of Solicitation Documents: No later than (3) three days prior to the Deadline for Submission of Bids, MAG may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to accord prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, MAG may at its discretion, extend the Deadline for the Submission of Bids.

C. Preparation of Bids

7. Language of the Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and MAG shall be written in the language indicated **in the BDS**.

8. Documents Comprising the Bid:

The Bidder or the Bidder's authorized agent shall sign the Bid as indicated on the Bid Submission Sheet of this Restricted Request for Tenders. The Bid must comprise the following documents:

(a) A Bid Submission form; Signed & stamped.

(b) Priced Bill of Quantities; Signed & stamped.

(c) Technical information as may be required by the BDS.

(d) Qualification information in accordance with clause 9 of the Instructions to Bidders, if prequalification of bidders has not been carried out.

(e) Any additional information required to be completed and submitted by bidders as specified **in the BDS**.

Each continuation sheet or attachment shall bear the bidder's name and the person signing the bid must initial any erasures or other changes.

9. Documents Establishing Bidder's Eligibility and Qualifications:

9.1 If bidders have not been pre-qualified and post qualification has been selected to determine eligibility of bidders, then the Bidder shall furnish evidence of its qualification by

submitting the following information and documents with their bids, unless otherwise stated in the BDS:

- (a) Major items of construction equipment proposed to carry out the Contract;
- (b) Qualification and experience of key site management, technical personnel and key skilled labour proposed for the Contract.
- (c) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (d) Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards.
- (e) Proof (in the form of a sworn affidavit) that bidder is not in receivership, the subject of any form of insolvency or bankruptcy proceedings or the subject of any form of winding up petition or proceedings.

9.2 To qualify for Award of the Contract, bidders shall also meet the following minimum qualifying criteria:

- (a) Copy of written power of attorney of the signatory of the Bid to commit the Bidder.
- (b) Company Registration
- (c) Copies of proof Bidder is in order with taxes Administration.
- (d) Copies of proof Bidder is in order with Social Security Administration.
- (e) Compliance with pricing conditions set in the ITB and specifically the Bills of Quantities;
- (f) Compliance with requirements relating to the Specifications and Scope of Works;
- (g) Compliance with Special and General Conditions specified by these Solicitation Documents.
- (h) A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

10. Documents Establishing Conformity of Equipment Incorporated into the Works:

Where electrical and mechanical goods and equipment form part of the Works, the Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all equipment and related services, which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the equipment.
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the equipment for a period of 6 months following commencement of the use of the equipment.

11. Bid Currency/Bid Prices: All prices must be quoted in the nominated currency **in the BDS**. The Bidder shall indicate on the appropriate Bills of Quantities (or Price Schedule Sheet as appropriate), the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract. Bids must be submitted including all applicable taxes.

12. Period of Validity of Bids: Bids shall remain valid for a period of **120 days** after the date of Bid Submission as indicated **in the BDS**. In exceptional circumstances, MAG may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

D. Submission of Bids

13. Bid Security (NOT APPLICABLE TO THIS PROCEDURE):

(a) The Bidder may be requested to furnish at its own cost and expense, as part of its Bid, a Bid Security to MAG in the amount as indicated **in the BDS**.

(b) The Bid Security is to be sealed in a separate envelope within the main sealed bid

(c) The Bid Security is to protect MAG against the risk of the Bidder's conduct, which would warrant the security's forfeiture, pursuant to clause 13(h) below.

(d) The Bid Security shall be denominated in [Currency] and shall be in the form of a bank guarantee issued by a reputable bank, and in the form provided in these Solicitation Documents.

(e) Any Bid not secured in accordance with clauses 13 a) and 13 d) above will be rejected by the MAG as non-responsive pursuant to clause 23 of Instructions to Bidders.

(f) Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribes by MAG pursuant to clause 12 of Instructions to Bidders.

(g) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Purchase Order, pursuant to clause 28 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 29 of Instructions to Bidders.

(h) The Bid Security may be forfeited.

1. If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder on the Bid Submission Form, or, refuses to accept the correction of errors in its Bid, or,

2. In the case of a successful Bidder, if the Bidder fails:

(i) To sign the Contract Order in accordance with clause 28 of Instructions to Bidders, or,

(ii) To furnish Performance Security in accordance with clause 29 of Instructions to Bidders.

14. Format and Signing of Bid: The Bidder shall prepare one original of the Bid. The original of the Bid shall be typed or written in indelible ink, with all pages numbered be it handwriting and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as

necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.

Clearly scanned copy of original bid will be sent to tenders.caribbean@maginternational.org. Bid should be paper copy, scanned and emailed to the above mail address. MAG reserves the right to contact tenderers and request the paper hard copy to be delivered. Hard copy should show same content as electronical bid received.

15. Sealing and Marking of Bids:

15.1 Where the Original hardcopy Bid has been requested, bidders, shall seal the Bid in an envelope, duly marking the envelope as "ORIGINAL OFFER"

15.2 The envelope shall:

- (a) Be addressed to MAG at the address that would be communicated in the hard copy request communication.
- (b) Refer to the "subject" indicated in the Letter of Invitation of these Solicitations Documents, and a statement: "FOR BIDS ANALYSIS COMMITTEE ATTENTION ONLY".

15.3 The envelope shall also indicate the name and address of the Bidder.

15.4 If the envelope is not sealed and marked as required, MAG will assume no responsibility for the Bid's misplacement or premature opening.

15.5 The Bid Security, if applicable, is to be sealed in a separate envelope within the main sealed bid.

15.6 The envelope (except for Bid Security if applicable) should contain:

- (a) One (01) bound document with qualification documentation,
- (b) One (01) bound document including bill of quantities (filled, signed) and Bid Submission form (filled, signed, stamped).

16. Deadline for Submission of Bids/Late Bids:

16.1 Bids must be delivered to the email address specified in the Letter of Invitation of this Solicitation Document, not later than date and time.

16.2 MAG may at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the MAG and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by MAG after the Deadline for Submission of Bids may be rejected and returned unopened to the Bidder.

16.4 If no Bid is to be submitted, the documents should not be returned to MAG unless so requested. Written advice should be sent to MAG with reasons for not submitting a bid and

as to whether future invitations for the type of civil works covered by this request are desired. Failure to comply with the above may result in removal of the name of such recipient from the list for similar type of civil works covered by this RFT.

17. Modification and withdrawal of Bids: The Bidders may withdraw its bid after submission, provided that written notice of the withdrawal is received by MAG prior to the deadline for submission. No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid Validity.

E. Opening and Evaluation of Bids

18. Opening of Bids:

18.1 MAG will open all bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified **in the BDS**, of this Solicitation Document. The bidders' Representatives who are present shall sign a register evidencing their attendance. **(NOT APPLICABLE TO THIS PROCEDURE)**

18.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as MAG, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to clause 16.3 of Instructions to Bidders.

18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.

18.4 MAG will prepare minutes of the Bid Opening

18.5 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 MAG's processing of bids or award decisions may result in the rejection of his Bid

19. Clarification of Bids: To assist in the examination, evaluation and comparison of Bids MAG may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

20. Preliminary Examination:

20.1 Prior to the detailed evaluation, MAG will determine the substantial responsiveness of each Bid to the Request for Tender (RFT). A substantially responsive Bid is one, which conforms to all the terms and conditions of the RFT without material deviations.

20.2 MAG will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order as specified **in the BDS**.

20.3 Arithmetical errors will be rectified on the following basis: 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. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

20.4 A Bid determined as not substantially responsive will be rejected by MAG and may not subsequently be made responsive by the Bidder by correction of the non-conformity. MAG shall use the criteria as detailed in this RFT to establish responsiveness.

21. Conversion to Single Currency: All prices shall be quoted in the currency indicated in the Bid data sheet, where bid prices are quoted in different currencies for the purpose of comparison of all bids MAG will

- Convert the currency quoted in the bid to MAG's preferred currency in accordance with the info euro exchange rate 2 weeks before the deadline for receipt of bid [InforEuro, the exchange rate of the Euro currency](#)
- In the event MAG selects a bid for award quoted in a different currency from the preferred currency, MAG reserves the right to award the contract in the preferred currency using the conversion method specified

22. Evaluation of 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 MAG's processing of bids or award decisions may result in the rejection of his Bid

MAG will evaluate and compare the bids, which have been determined to be substantially responsive pursuant to clause 20 of Instructions to Bidders. Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

The evaluation will also consider the following criteria:

#	Evaluation Criteria	Category	Mark
1.1	Copy of written power of attorney of the signatory of the Bid to commit the Bidder:	Mandatory	
1.2	Company registration	Mandatory	
1.3	Copies of proof Bidder is in order with taxes Administration:	Mandatory	
1.4	Copies of proof Bidder is in order with Social Security Administration:	Mandatory	
2.1	Compliance with pricing conditions set in the ITB and specifically the Bills of Quantities	Mandatory	
2.2	Compliance with requirements relating to the Specifications and Scope of Works.	Mandatory	
2.3	Compliance with Special and General Conditions specified by these Solicitation Documents.	Mandatory	
2.4	Compliance with the Time for Completion deadlines set by the MAG.	Marked	10

3.1	List of minimum equipment. (Will be marked according to adequation with minimum list to be provided by WAM MAG Construction, given scope of works).	Marked	7.5
3.2	List of minimum technical management and skilled staffing. (Will be marked according to adequation with minimum list to be provided by WAM MAG Construction, given scope of works).	Marked	5
3.3	Adequacy of Methodology to carry out works (Will be marked according to methodology sequencing and comprehensiveness, given scope of works).	Marked	10
3.4	Former experiences with International NGOs, UN agencies or defence / security forces. (Copy of Certificate of Substantial Completion attached), for construction project and at least 80% of foreseen contract value. Limited to two (02) experiences)	Marked	2.5
4.1	Lowest price technically responsive. (Offers that appear to be too low will be declared not reliable and disregarded, as per MAG internal policy / SOP)	Marked	65

F. Award of Contract

23. Award Criteria: MAG will Issue the Contract to the bid with the best mark according to criteria set here above. MAG reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for MAG's action. MAG may, at its sole discretion disregard any offer that is too low or not financially viable.

24. MAG's Right to Vary Requirements at Time of Award: MAG reserves the right at the time of making the award of contract to increase or decrease items in the Bills of Quantity, if possible, without any change in unit price or other terms and conditions. This shall only be done in a manner that does not affect the overall completion of the Works.

25. Notification of Award: Prior to the expiration of the period of Bid Validity, MAG will send the successful Bidder, the Contract. The Contract may only be accepted by the Contractor signing and returning an Acknowledgement copy of the Contract. Such acceptance shall effect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this Contract.

26. Signing of the Contract: Within 5 working days of receipt of the Contract, the successful Bidder shall sign, date and return it to MAG.

27. Performance Security: If applicable the successful Bidder shall provide the Performance Security in the form of Performance Security provided for in these Solicitation Documents, within 7 days of receipt of the Service Order from MAG. **(NOT APPLICABLE TO THIS PROCEDURE)**

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security (if applicable), in which event MAG may make the award to the next highest marked evaluated Bidder or call for new Bids.

G. Other Requirements:

28. Time for Completion: The completion of the Works shall be in accordance with the terms of the resulting Contract as may be issued by MAG.

29. Material, Labour and Facilities: No material, labour or facilities will be furnished by MAG or its clients unless specified in the RFT or other documents that constitute this contract.

30. Site Visit: 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. If MAG has arranged a formal Site Visit as part of this RFT, this shall be stated **in the BDS**.

Checklist of Documents for Evaluation

Document	Yes	No
Bid Submission form signed and stamped		
Written Power of Attorney		
Company Registration		
Copies of proof Bidder is in order with taxes Administration:		
Copies of proof Bidder is in order with Social Security Administration:		
Compliance with pricing conditions set in the ITB and specifically the Bills of Quantities		
Compliance with requirements relating to the Specifications and Scope of Works.		
Compliance with Special and General Conditions specified by these Solicitation Documents.		
Time for Completion		
List of equipment		
List of minimum technical management and skilled staffing.		
Adequacy of Methodology to carry out works (Will be marked according to methodology sequencing and comprehensiveness, given scope of works		
Evidence of former experiences with International NGOs, UN agencies or defence / security forces		
Evidence of adequacy of working capital for this contract (access to line if credit) and availability of other financial resources		
Information Regarding any litigation, current or during the last five years in which the bidder was involved		
Proof (sworn affidavit) that bidder is not in receivership, the subject of any form of insolvency or bankruptcy proceedings or the subject of any form of winding up petition or proceeding		

SECTION 2: BID DATA SHEET

The following specific data for the Works to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

Works	Refurbishment of BDS/ BPS Armouries in Barbados
<u>Pre-Bid Meeting</u>	Wednesday 17th June 2026 10:00am Barbados time
<u>Eligibility</u> (Clause 2)	Open National Tender.
Requests for additional information (clause 5)	<u>All</u> communication must be directed to MAG/Country office focal point for internal dispatching: Rennie Mohan ; Logistics officer rennie.mohan@maginternational.org
Language of the Bid: (clause 7)	English, including supporting documents
Documents Comprising the Bid:(clause 8)	In addition to those specified in Clause 8; you are expected to submit Proposed work schedule
Qualification Criteria (Clause 9.1)	As stated in the ITB
Bid and Contract Currency (clause 11)	USD Currency
Bid Validity Period: (clause 12)	120 days.
Bid security: (clause 13)	Not applicable.
Electronic Offer: (clause 14)	tenders.caribbean@maginternational.org Subject: Refurbishment of BDF Armouries – Barbados "ATTENTION: Tender Committee" <u>NOT TO BE OPENED BY REGISTRY.</u>
Sealed Bids to be received at / Bids to be marked: (clause 15)	<u>Bids submitted by mail will not be accepted</u>
Deadline for Submission of Bids: (clause 16)	Friday 3rd July at 4pm Barbados Time
Time, date and Place of Bid Opening (clause 18)	Not applicable
Material (Clause 29)	Blueprints are available for consultation within MAG Office upon request by email to the above contact. Comprehensive set will be issued to successful contractor only
Site Visit (Clause 30)	Monday 22nd June 2026
Alternative Bids:	Alternative Bids are not acceptable
Completeness of Bids	Each lot will be evaluated separately. Partial bid for each is not permitted.

SECTION 3: SPECIAL CONDITIONS

1.1 Bidders are expected to finance the mobilization stage.

1.2 MAG shall withhold ten percent (10%) of the total price of the Contract for due performance of execution. Half of this amount (5%) may be returned to the Contractor within thirty (30) days upon the substantial completion and taking-over of the Site, and the remaining (5%), will be retained as maintenance guarantee until the end of the defect's liability period. The remaining, retained 5% amount can be replaced with maintenance bank guarantee for the same value and valid until the end of the defect's liability period.

1.3 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of 10% of the contract value per occurrence, with number of occurrences unlimited.

1.4 The Contractor shall be responsible for the maintenance of the said works for a period of 3 months effective from the day of issuance of the Certificate of Substantial Completion of the Works.

1.5 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be 0.4% of the price of the Contract per calendar day of delay, up to a maximum of 10% of the final price of the Contract. Once the delay has reached 10%, MAG considers termination of the contract.

1.6 MAG will not be held liable for any contractual claims arising out of or in connection with claims for overhead expenses due to related transportation charges, idle works and changes in the market cost of materials and/or equipment or other costs. The contractor is expected to be well acquainted with the site and conditions prevailing for the said contract. Accordingly, the contractor will only be entitled for the costs of executed works and supplied material and/or equipment, all based on the unit prices submitted in his original tender.

1.7 In the event of approved variations by the Construction Manager in the quantities specified in the "Bill of Quantities", the re-adjustment in the price will be calculated based on the unit price of the bid.

1.8 Any damage by the contractor on the executed works during the defects liability period should be repaired by the contractor at his own expense and during a week after receiving a notice in writing from the Employer; and if the contractor does not repair these damages during the above specified period, then MAG does these repairs at the expense of the contractor, which shall be deducted from due sums against the Maintenance Guarantee.

1.9 MAG is not obliged to pay for any additional works to those specified herein that are not detailed in the form of an official amendment to the contract, approved by the MAG signatory. The Contractor is therefore advised to not undertake additional works based only on the verbal direction of stakeholders or Construction Manager.

SECTION 4: (Form of) Contract for Works

Date: [Date]

Dear Sir/Madam,

REFERENCE PROCUREMENT°: [Procurement Contract Reference].

CONTRAT N°: [Construction Contract Reference].

Title: [Contract Title].

Mines Advisory Group ((hereinafter alternatively referred to as "Employer" or "MAG"), wishes to engage your company, duly incorporated under the Laws of **Barbados** (hereinafter referred to as the "Contractor") in order to perform **[Contract Title]** (Hereinafter referred to as the "Works"), in accordance with the following Contract.

1. Contract Documents

1.1 This Contract is subject to the MAG General Conditions for Civil Works, attached hereto as Annex A. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and MAG also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) This Letter.
- b) The Technical Specifications and Drawings, ref: **[Drawing Reference]**. signed and stamped by The Contractor and MAG attached hereto as Annex D;
- c) Priced Bill of Quantities, ref: **[BoQ Reference]** signed and stamped by The Contractor and MAG, attached hereto as Annex C.

1.3 All the above shall form the Contract between the Contractor and MAG, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

Name of the company:	[Company];
Represented by:	[Name];
Registration number:	[Registration #];
Company Address:	[Address];
Phone number:	[Phone Number];
Mail Address:	[Mail Address].

2. Obligations of the Contractor

2.1 Contract is valid from date of signature and runs up to end of works duration starting from issuance of task order by MAG. MAG will take care of security clearance for workers upon reception of list from contractor right after contract signature. Any delay due to clearances requested for new lists of workers submitted during the course of works is charged against contractor. The Contractor shall commence work within **seven (7) calendar days** from the date on which he shall have been given access to the Site and received the notice to commence from the Construction Manager and shall perform and substantially complete the Works within **[Duration in calendar Days] calendar days** in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end. Priority shall be given to female workmanship recruitment at all times.

2.2 The Contractor shall submit to the Construction Manager the Program of Work referred to in Clause 13 of the General Conditions within seven (7) calendar days of signature of the contract by both parties.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to MAG for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

2.4 All government permits and licenses required for the execution of the Works under this Agreement shall be obtained prior to the commencement of the Works and paid for by the Contractor.

2.5 The Contractor shall comply with local and national building regulations imposed by appropriate government agencies, and shall keep MAG indemnified against all fines, penalties and losses incurred by reason of any breach of this clause.

2.6 The Contractor shall assume full responsibility for the Works under this Agreement until its final acceptance by MAG. The Contractor shall have entire control and supervision of the Works and services herein agreed upon and shall be solely liable for the salaries, wages and other employment benefits of all employees and sub-contractors.

2.7 The Contractor shall be responsible for the safety of all activities on the site and for ensuring that relevant occupational health and safety laws and regulations are followed.

2.8 The Contractor shall be solely and fully accountable for ANY claim for losses, liabilities, injuries, or damages arising out of or in connection with the work done or to be performed under this Agreement including but not limited to any accident or injury of any of its employees or sub-contractors during the term of this Agreement , or for any injury to any person or damages or loss of properties arising from the construction or any act or omission of the Contractor or anyone in its employment, or its subcontractors.

2.9 The Contractor shall comply with local laws on wages and such other labour laws including all other laws, orders and regulations of any government authority in connection with the Works.

2.10 The Contractor shall at all times defend, indemnify, and hold harmless MAG, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Contractor or its employees, officers, agents or subcontractors, in the performance of this Agreement.

2.11 The Contractor further warrants that it shall:

a) Take all appropriate measures to prohibit and prevent actual, attempted and threatened sexual exploitation and abuse (SEA) by its employees or any other persons engaged and controlled by it to perform activities under this Agreement. For the purpose of this Agreement, SEA shall include:

1. Exchanging any money, goods, services, preferential treatment, job opportunities or other advantages for sexual favors or activities, abusing a position of vulnerability, differential power or trust for sexual purposes, and physical intrusion of a sexual nature whether by force or under unequal or coercive conditions.

2. Engaging in sexual activity with a person under the age of 18 ("child").

b) Strongly discourage its employees or other personnel having sexual relationships with MAG beneficiaries.

c) Investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.

d) Ensure that the SEA provisions are included in all subcontracts.

e) Adhere to above commitments at all times. Failure to comply with (a)-(d) shall constitute grounds for immediate termination of this Agreement.

2.12 The Contractor should, as far as salary pretention stay reasonable compared to those applicable at country general level and quality is appropriate, prioritize during recruitment:

a) female staff,

b) local labour.

3. Price and Payment

3.1 The contract is a "Fixed unit prices contract". type of agreement where the contractor is paid based on the unit prices of the items of work performed. The price is agreed upon per unit of measurement, such as per cubic yard of concrete or per linear foot of piping. This type of contract is often used when the scope of work is not clearly defined or when the quantity of work is subject to change." In full consideration of the complete and satisfactory performance of the Works under this Contract, MAG would pay the Contractor a contract price of **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**. Additional works would be carried out only under written direction from MAG through duly signed contract amendments. For the case quantities of works downsized compared to contract initial Bill of Quantities' figures, they will be measured by the Construction Manager as per article 51 and final payment(s) will be adjusted accordingly.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of

the Contract. Adjustment can only be affected in the event that extra works have been authorized through duly signed amendment to contract or if quantities of works are reduced.

3.3 Invoices shall be submitted by the Contractor to the Construction Manager upon achievement of the corresponding milestones and for the following amounts:

The Contractor may request an **advance payment** up to a maximum of [10] % of initial contract amount to help meet significant start up or procurement costs that may have to be incurred before works begin. In these instances, MAG should require an advance payment bond and provide template for. There will be no advance payment at all on additional works added to contract if any occur.

Refurbishing.

Each time works reach 30% of contract cost [sum of (quantities achieved multiplied by applicable rate as per bill of quantity as attached in contract)] milestone, a payment can be issued to contractor.

New Constructions works. [Update table below after initial internal estimate and erase this mark]

No	Milestone	% of Contract Amount	Gross Amount	Guarantee Deduction	Net Amount
1	Advance				
2	Works reach 30% of contract cost				
3	Works reach additional 30% of contract cost				
4	Substantial completion and taking-over of the Site. Amount to be adjusted to final volume of works executed, as per needs.				
5	Thirty (30) days upon the substantial completion and taking-over of the Site				
6	5% as maintenance guarantee until the end of the defects' liability period				
TOTAL		100.00%			

Payments table above will be updated according to contract winner rates to match with financial volumes of works representing each milestone as far as possible. Invoices would be accepted by MAG if reach minimum 10% of initial contract amount or 25% of any single cost amendment.

3.4 MAG shall effect payment of the invoices after receipt of the certificate of payment issued by Construction Manager, approving the amount contained in the invoice. The Construction Manager may make corrections to that amount, in which case MAG may effect payment for the amount so corrected. The Construction Manager may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary

insurance policies or performance security are not valid and/or in order. The Construction Manager shall process the invoices submitted by the Contractor within 7 days of their receipt.

3.5 Payments effected by MAG to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by MAG of the Contractor's performance of the Works.

3.6 Payment of the final invoice shall be effected by MAG after issuance of the Certificate of Substantial Completion (CSC) by the Construction Manager. For the case volume of works has been downsized, final payment will be adjusted accordingly.

4. Special conditions

4.1 Taxes deduction (in accordance with the clause 56 of the General Conditions)

4.2 MAG shall withhold ten percent (10%) from each payment instalment for performance of execution, including those charged against contract amendments. Half of this amount (5%) may be returned to the Contractor within thirty (30) days upon the substantial completion and taking-over of the Site, and the remaining (5%), will be retained as maintenance guarantee until the end of the defect's liability period. The remaining, retained 5% amount can be replaced with maintenance bank guarantee for the same value and valid until the end of the defect's liability period. *(This shall depend on consideration by MAG whether to effect this condition).*

4.3 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of 10% of the contract value per occurrence, with number of occurrences unlimited.

4.4 The Contractor shall be responsible for the maintenance of the said works for a period of three (3) months effective from the day of issuance of the Certificate of Substantial Completion of the Works.

4.5 According to Clause L5 of the General Conditions, the liquidated damages for delay shall be 0.4% of the price of the Contract per calendar day of delay, up to a maximum of 10% of the final price of the Contract. Once the delay has reached 10%, MAG considers termination of the contract.

4.6 In view of the road and climatic conditions, MAG will not be held liable for any contractual claims arising out of or in connection with claims for overhead expenses due to related transportation charges, idle works, and changes in the market cost of materials and/or equipment or other costs. The contractor is expected to be well acquainted with the site and conditions prevailing for the said contract. Accordingly, the contractor will only be entitled for the costs of executed works and supplied material and/or equipment, all based on the unit prices submitted in his original Priced Bill of Quantities.

4.7 In the event of approved variations by the Construction Manager in the quantities specified in the "Bill of Quantities", or any additional works leading to amendment of this

contract for similar works, the readjustment in the price will be calculated based on the unit price of the bid. Unless variation is of no similar works, new rates will be accepted.

4.8 Any damage by the Contractor on the executed works during the defects liability period should be repaired by the contractor at his own expense and during a week after receiving a notice in writing from the Employer; and if the contractor does not repair these damages during the above specified period, then MAG does these repairs at the expense of the contractor, which shall be deducted from due sums against the Maintenance Guarantee.

5. Submission of invoices

5.1 One original and one copy of every invoice shall be submitted by the Contractor for each payment under the Contract to the Construction Manager's address specified in clause 8.2.

5.2 Invoices submitted by fax shall not be accepted by MAG.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by MAG.

6.2 All payments shall be made by MAG to the following Bank account of the Contractor:

Bank: [Bank]
IBAN: [IBAN]
Swift Code: [Swift Code]
Account Number: [Account Number]
Account Name: [Account Name].

7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and MAG.

8. Notifications

8.1 For the purpose of notifications under the Contract, the addresses of MAG and the Contractor are as follows:

For MAG:

[Name]
[Position]
Email: [Mail]
Phone Number: [Phone Number]
Address[Physical Address]

REFERENCE PROCUREMENT°: [Procurement Contract Reference].

CONTRAT N°: [Construction Contract Reference].

For the Contractor:

Name of the company: [Company]
Represented by: [Representative] who has the power to solely sign.
Email: [Mail Address];
Phone: [Mobile Phone].

10.2 For the purposes of communications with the Construction Manager, details are as follows:

Construction Manager: [CM Name];
Email: [CM Mail Address];
Phone: [CM Mobile Phone];
Address: [Address].

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[Name]

[Position]

Mines Advisory Group Caribbean

For:

Name of the company: [Company]
Represented by: [Representative] who has the power to solely sign.
Registration number: [Registration #]
Company Address: [Address].
Phone number: [Phone Number].

Agreed and Accepted:

Signature

Name :

Title:

Date :

SECTION 5: General Conditions of Contract for Civil Works

General Conditions of Contract for Civil Works

1. Definitions
2. Singular and Plural
3. Headings or Notes
4. Legal Relationships
5. General Duties/Powers of Construction manager
6. Contractor's General Obligations/Responsibilities
7. Assignment and Subcontracting
8. Drawings
9. Work Book
10. Performance Security
11. Inspection of Site
12. Sufficiency of Tender
13. Programme of Work to be Furnished
14. Weekly Site Meeting
15. Change Orders
16. Contractor's Superintendence
17. Contractor's Employees
18. Setting-Out
19. Watching and Lighting
20. Care of Works
21. Insurance of Works, Etc.
22. Damage to Persons and Property
23. Liability Insurance
24. Accident or Injury to Workmen
25. Remedy on Contractors Failure to Insure
26. Compliance with Statutes, Regulations, Etc.
27. Fossils, Etc.
28. Copyright, Patents and Other Proprietary Rights, and Royalties
29. Interference With Traffic and Adjoining Properties
30. Extraordinary Traffic and Special Loads
31. Opportunities for Other Contractors
32. Contractor to Keep Site Clean
33. Clearance of Site on Substantial Completion
34. Labour
35. Returns of Labour, Plant, Etc.
36. Materials, Workmanship and Testing
37. Access to Site
38. Examination of Work Before Covering Up
39. Removal of Improper Work and Materials
40. Suspension of Work
41. Possession of Site
42. Time for Completion
43. Extension of Time for Completion
44. Rate of Progress

45. Liquidated Damages for Delay
46. Certificate of Substantial Completion
47. Defects Liability
48. Alterations, Additions and Omissions
49. Plant, Temporary Works and Materials
50. Approval of Materials, Etc., Not Implied
51. Measurement of Work
52. Liability of the Parties
53. Authorities
54. Urgent Repairs
55. Increase and Decrease of Costs
56. Taxation
57. Blasting
58. Machinery
59. Temporary Works and Reinstatement
60. Photographs and Advertising
61. Prevention of Corruption
62. Date Falling on Holiday
63. Notices
64. Language, Weights and Measures
65. Records, Accounts, Information and Audit
66. Force Majeure
67. Suspension by MAG
68. Termination by MAG
69. Termination by the Contractor
70. Rights and Remedies of MAG
71. Settlement of Disputes
72. Privileges and Immunities
73. Security
74. Audit and Investigations
75. Anti-Terrorism
Appendix I: Formats of Performance Security
Performance Bank Guarantee
Performance Bond

1. DEFINITIONS

For the purpose of the Contract Documents the words and expressions below shall have the following meanings:

- a) "Employer" means Mines Advisory Group (MAG).
- b) "Contractor" means the person whose tender has been accepted and with whom the Contract has been entered into.
- c) "Construction Manager" means the person whose services have been engaged by MAG to administer the Contract as provided therein, as will be notified in writing to the Contractor.
- d) "Contract" means the written agreement between the Employer and the Contractor, to which these General Conditions are annexed.
- e) "The Works" means the works to be executed and completed under the Contract.

- f) "Temporary Works" shall include items to be constructed which are not intended to be permanent and form part of the Works.
- g) "Drawings" and "Specifications" mean the Drawings and Specifications referred to in the Contract and any modification thereof or addition thereto furnished by the Construction Manager or submitted by the Contractor and approved in writing by the Construction Manager in accordance with the Contract.
- h) "Bill of Quantities" is the document in which the Contractor indicates the cost of the Works, on the basis of the foreseen quantities of items of work and the fixed unit prices applicable to them.
- i) "Contract Price" means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with the Contract.
- j) "Site" means the land and other places on, under, in or through which the Works or Temporary Works are to be constructed.

2. SINGULAR AND PLURAL

Words importing persons or parties shall include firms or companies and words importing the singular only shall also include the plural and vice versa where the context requires.

3. HEADINGS OR NOTES

The headings or notes in the Contract Documents shall not be deemed to be part thereof or be taken into consideration in their interpretation.

4. LEGAL RELATIONSHIPS

The Contractor and the sub-contractor(s), if any, shall have the status of an independent contractor vis-à-vis the Employer. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Construction Manager and the Contractor, but the Construction Manager shall, in the exercise of his duties and powers under the Contract, be entitled to performance by the Contractor of its obligations, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Employer or the Construction Manager and any subcontractor(s) of the Contractor.

5. GENERAL DUTIES / POWERS OF CONSTRUCTION MANAGER.

- a) The Construction Manager shall provide administration of Contract as provided in the Contract Documents. In particular, he shall perform the functions hereinafter described.
- b) The Construction Manager shall be the Employer's representative vis-à-vis the Contractor during construction and until final payment is due. The Construction manager shall advise and consult with the Employer. The Employer's instructions to the Contractor shall be forwarded through the Construction Manager. The Construction manager shall have authority to act on behalf of the Employer only to the extent provided in the Contract Documents as they may be amended in writing in accordance with the Contract. The duties, responsibilities and limitations of authority of the Construction Manager as the Employer's representative during

construction as set forth in the Contract shall not be modified or extended without the written consent of the Employer, the Contractor and the Construction Manager.

c) The Construction Manager shall visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Works and to determine in general if the Works are proceeding in accordance with the Contract Documents. On the basis of his on-site observations as Construction Manager, he shall keep the Employer informed of the progress of the Works.

d) The Construction Manager shall not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Works or the Temporary Works. The Construction Manager shall not be responsible for or have control or charge over the acts or omissions of the Contractor (including the Contractor's failure to carry out the Works in accordance with the Contract) and of Sub-contractors or any of their agents or employees, or any other persons performing services for the Works, except if such acts or omissions are caused by the Construction manager's failure to perform his function in accordance with the contract between the Employer and the Construction Manager.

e) The Construction Manager shall at all times have access to the Works wherever and whether in preparation or progress. The Contractor shall provide facilities for such access so that the Construction manager may perform his functions under the Contract.

f) Based on the Construction Manager's observations and an evaluation of the documentation submitted by the Contractor together with the invoices, the Construction manager shall determine the amounts owed to the Contractor and shall issue Certificates for Payment as appropriate.

g) The Construction Manager shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformity with the design concept of the Works and with the provisions of the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Construction manager's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

h) The Construction Manager shall interpret the requirements of the Contract Documents and judge the performance thereunder by the Contractor. All interpretations and orders of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. Either party may make a written request to the Construction manager for such interpretation. The Construction Manager shall render the interpretation necessary for the proper execution of the Works with reasonable promptness and in accordance with any time limit agreed upon. Any claim or dispute arising from the interpretation of the Contract Documents by the Construction Manager or relating to the execution or progress of the Works shall be settled as provided in Clause 71 of these General Conditions.

i) Except as otherwise provided in the Contract, the Construction Manager shall have no authority to relieve the Contractor of any of his obligations under the Contract nor to order any work involving delay in completion of the Works or any extra payment to the Contractor by the Employer, or to make any variations to the Works.

j) In the event of termination of the employment of the Construction Manager, the Employer shall appoint another suitable professional to perform the Construction Manager's duties.

k) The Construction Manager shall have authority to reject work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for

the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed. However, neither the Construction Manager's authority to act nor any reasonable decision made by him in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing services for the Works.

1) The Construction Manger shall conduct inspections to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Employer for the Employer's review written warranties and related documents required by the Contract and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of Clause 47 hereof and in accordance with the Contract.

m) The Construction manager shall provide one or more Construction Manager's Representative(s) to assist the Construction Manager in carrying out his responsibilities at the site. The Construction manager shall notify in writing to the Contractor the duties, responsibilities and limitations of authority of any such Construction Manager's Representative(s).

6. CONTRACTOR'S GENERAL OBLIGATIONS/RESPONSIBILTIES

6.1. Obligation to Perform in Accordance with Contract

The Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract, with due care and diligence and to the satisfaction of the Construction Manager, and shall provide all labour, including the supervision thereof, materials Constructional Plant and all other things, whether of a temporary or permanent nature, required in and for such execution, completion and remedying of defects, as far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall comply with and adhere strictly to the Construction Manager's instructions and directions on any matter, touching or concerning the Works.

6.2 Responsibility for Site Operations

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works or of any Temporary Works prepared by the Construction Manager.

6.3. Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of his employees and will select for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect local customs and conform to a high standard of moral and ethical conduct.

6.4. Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to the Employer, the Construction Manager or their authorized representatives in connection with the performance of his services under this Contract. The Contractor shall refrain from any action which may adversely affect the Employer and shall fulfil his commitments with fullest regard for the interest of the Employer.

6.5. Officials Not to Benefit

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

6.6. Use of Name, Emblem or Official Seal of MAG or of Employer's Funder

The Contractor shall not advertise or otherwise make public the fact that he is performing, or has performed services for the Employer or use the name, emblem or official seal of the Employer or any of its funder or any abbreviation of the name of the Employer or any of its funder for advertising purposes or any other purposes.

6.7. Confidential Nature of documents

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the duly authorized representative of the Employer on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

7. ASSIGNMENT AND SUBCONTRACTING

7.1. Assignment of Contract

The Contractor shall not, except after obtaining the prior written approval of the Employer, assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract.

7.2. Subcontracting

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval of the Employer for all such subcontractors. The approval of the Employer shall not relieve the Contractor of any of his obligations under the Contract,

and the terms of any subcontract shall be subject to and be in conformity with the provisions of the Contract.

7.3. Assignment of Subcontractor's Obligations

In the event of a subcontractor having undertaken towards the Contractor in respect of the work executed or the goods, materials, Plant or services supplied by such subcontractor for the Works, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time after the expiration of such Period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

8. DRAWINGS

8.1. Custody of drawings

The drawings shall remain in the sole custody of the Employer but one (1) copy thereof shall be furnished to the Contractor free of cost. The Contractor shall provide and make at his own expense any further copies required by him. At the completion of the Works, the Contractor shall return to the Employer all drawings provided under the Contract.

8.2. One copy of Drawings to be kept on Site

One copy of the Drawings furnished to the Contractor as aforesaid shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Construction Manager and by any other person authorized in writing by the Construction Manager.

8.3. Disruption of Progress

The Contractor shall give written notice to the Construction Manager whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval, is issued by the Construction manager within a reasonable time. The notice shall include details of drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

9. WORK BOOK

The Contractor may maintain a Work Book at the Site with numbered pages, in one original and two copies. The Construction Manager shall have full authority to issue new orders, drawings and instructions to the Contractor, from time to time and as required for the correct execution of the Works. The Contractor shall be bound to follow such orders, drawings and instructions.

Every order shall be dated and signed by the Construction Manager and the Contractor, in order to account for its receipt.

Should the Contractor want to refuse an order in the Work Book or any instruction to him in any form and kind, he shall so inform the Employer, through the Construction Manager, by means of an annotation in the Work Book/or supplied instructions made within three (3) days from the date of the order that the Contractor intends to refuse. Failure by the Contractor to adhere to this procedure shall result in the order being deemed accepted with no further possibility of refusal.

The original of the Work Book/or any form of instruction used shall be delivered to the Employer at the time of Final Acceptance of the Works. A copy shall be kept by the Construction Manager and another copy by the Contractor.

10. PERFORMANCE SECURITY (applies to contractor Grade A)

a) As guarantee for his proper and efficient performance of the Contract, the Contractor shall on signature of the Contract furnish the Employer with a Performance Security issued for the benefit of the Employer. The amount and character of such security (bond or guarantee) shall be as indicated in the Contract.

b) The Performance Bond or Bank Guarantee must be issued by an acceptable insurance company or accredited bank, in the format included in Appendix I to these General Conditions, and must be valid up to twenty-eight days after issuance by the Engineer of the Certificate of Final Completion. The Performance Bond or Bank Guarantee shall be returned to the Contractor within twenty-eight days after the issuance by the Construction Manager of the Certificate of Final Completion, provided that the Contractor shall have paid all money owed to the Employer under the Contract.

c) If the surety of the Performance Bond or Bank Guarantee is declared bankrupt or becomes insolvent or its right to do business in the country of execution of the Works is terminated, the Contractor shall within five (5) days thereafter substitute another bond or guarantee and surety, both of which must be acceptable to the Employer.

11. INSPECTION OF SITE

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his Tender and signing the Contract as to all matters relative to the nature of the land and subsoil, the form and nature of the Site, details and levels of existing pipe lines, conduits, sewers, drains, cables or other existing services, the quantities and nature of the work and materials necessary for the completion of the Works, the means of access to the Site, and the accommodation he may require, and in general to have himself obtained all necessary information as to risk contingencies, climatic, hydrological and natural conditions and other circumstances which may influence or affect his Tender, and no claims will be entertained in this connection against the Employer.

12. SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the

Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

13. PROGRAMME OF WORK TO BE FURNISHED

Within the time limit specified in the Contract, the Contractor shall submit to the Construction Manager for his consent a detail Programme of Work showing the order of procedure and the method in which he proposes to carry out the Works. In preparing his Programme of Work the Contractor shall pay due regard to the priority required by certain works. Should the Construction Manager, during the progress of work, require further modifications to the Programme of Work, the Contractor shall review the said program. The Contractor shall also whenever required by the Construction Manager submit particulars in writing of the Contractor's arrangements for carrying out the Works and of the Constructional Plant and Temporary Works which the Contractor intends to supply, use or construct as the case may be. The submission of such program, or any modifications thereto, or the particulars required by the Construction Manager, shall not relieve the Contractor of any of his duties or obligations under the Contract nor shall the incorporation of any modification to the Programme of Work either at the commencement of the contract or during its course entitle the Contractor to any additional payments in consequence thereof.

14. WEEKLY SITE MEETINGS

A weekly or once in two weeks' site meeting shall be held between the MAG TFM-TL/TFM or Construction manager, if any, the representative of the Contractor and the Construction manager or the Construction manager's Representative in order to verify that the Works are progressing normally and are executed in accordance with the Contract.

15. CHANGE ORDERS

a) The Engineer may instruct the Contractor, with the approval of the Employer and by means of Change Orders, all variations in quantity or quality of the Works, in whole or in part, that are deemed necessary by the Construction Manager.

b) Processing of change orders shall be governed by clause 48 of these General Conditions.

16. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Construction Manager may consider necessary for the proper fulfillment of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative of the Contractor approved in writing by the Construction manager which approval may at any time be withdrawn, shall be constantly on the site and shall devote his entire time to the superintendence of the Works. Such authorized agent or representative shall receive on behalf of the Contractor directions and instructions from the Construction Manager. If the approval of such agent or representative shall be withdrawn by the Construction Manager, as provided in Clause 17(2) hereinafter, or if the removal of such agent or representative shall be requested by the Employer under Clause

17(3) hereinafter, the Contractor shall as soon as it is practicable after receiving notice of such withdrawal remove the agent or representative from the Site, and replace him by another agent or representative approved by the Construction Manager. Notwithstanding the provision of Clause 17(2) hereinafter, the Contractor shall not thereafter employ, in any capacity whatsoever, a removed agent or representative again on the Site.

17. CONTRACTOR'S EMPLOYEES

a) The Contractor shall provide and employ on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:

- i. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agent foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and
- ii. Such skilled, semi-skilled, and unskilled labour as is necessary for the proper and timely execution and completion of the Works.

b) The Construction manager shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person employed by the Contractor in or about the execution or completion of the Works, who in the opinion of the Construction manager is misconducting himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered reasonably by the Construction manager to be undesirable, and such person shall not be again employed on the Site without the written permission of the Construction manager. Any person so removed from the Works shall be replaced as soon as reasonably possible by a competent substitute approved by the Construction Manager.

c) Upon written request by the Employer, the Contractor shall withdraw or replace from the Site any agent, representative or other personnel who does not conform to the standards set forth in paragraph (1) of this Clause. Such request for withdrawal or replacement shall not be considered as termination in part or in whole of this Contract. All costs and additional expenses resulting from any withdrawal or replacement for whatever reason of any of the Contractor's personnel shall be at the Contractor's expense.

18. SETTING-OUT

The Contractor shall be responsible for the true and proper setting out of the Works in relation to original point, lines and levels of reference given by the Construction Manager in writing and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labor in connection therewith. If, at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Construction Manager, shall, at his own cost, rectify such error to the satisfaction of the Construction Manager.

19. WATCHING AND LIGHTING

The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the

Construction Manager or by any duly constituted authority for the protection of the Works and the materials and equipment utilized therefor or for the safety and convenience of the public or others.

20. CARE OF WORKS

a) From the commencement date of the Works to the date of substantial completion as stated in the Certificate of Substantial Completion, the Contractor shall take full responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever (save and except as shall be due to Force Majeure as defined in Clause 66 of these General Conditions), the Contractor shall at his own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Construction Manager's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations Clause 47 hereof.

b) The Contractor shall be fully responsible for the review of the Engineering design and detail of the Works and shall inform the Employer of any mistakes or incorrectness in such design and details which would affect the Works.

21. INSURANCE OF WORKS, ETC.

Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall insure immediately following signature of this Contract, in the joint names of the Employer and the Contractor (a) for the period stipulated in Clause 20(1) hereof, against all loss or damage from whatever cause arising, other than cause of Force majeure as defined in clause 66 of these General Conditions, and (b) against loss or damage for which the Contractor is responsible in such manner that the Employer and the Contractor are covered for the period stipulated in Clause 20 (1) hereof and are also covered during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 47 hereof:

a) The Works, together with the materials and Plant for incorporation therein, to their full replacement cost, plus an additional sum of ten (10) per cent of such replacement cost, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature;

b) The Contractor's equipment and other things brought on to the Site by the Contractor to the replacement value of such equipment and other things;

c) An insurance to cover the liabilities and warranties of Section 52(4);

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall, whenever

required, produce to the Construction manager the policy or policies of insurance and the receipts for payment of the current premiums.

22. DAMAGE TO PERSONS AND PROPERTY

The Contractor shall (except if and so far as the contract provides otherwise) indemnify, hold and save harmless and defend at his own expense the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or its agents, employees, servants or subcontractors in the execution of the Contract. The provision of this Clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or with respect to:

- a) The permanent use or occupation of land by the Works or any part thereof;
- b) The right of the Employer to construct the Works or any part thereof on, over, under, or, through any land.
- c) Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi-easement which is the unavoidable result of the construction of the Works in accordance with the Contract.
- d) Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

23. LIABILITY INSURANCE

23.1. Obligation to take out Liability Insurance

Before commencing the execution of the Works, but without limiting his obligations and responsibility under Clause 20 hereof, the Contractor shall insure against his liability for any death, material or physical damage, loss or injury which may occur to any property, including that of the Employer or to any person, including any employee of the Employer by or arising out of the execution of the Works or in the carrying out of the Contract, other than due to the matters referred to in the provision to Clause 22 hereof.

23.2. Minimum Amount of Liability Insurance

Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and for at least the amount specified in the contract. The Contractor shall, whenever required by the Employer or the Construction Manager, produce to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums.

23.3. Provision to Indemnify Employer

The insurance policy shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy, being brought or made against the Employer, the insurer shall indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

24. ACCIDENT OR INJURY T O WORKMEN

a) The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify, hold and save harmless the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

b) Insurance Against Accident, etc. to Workmen

The Contractor shall insure against such liability with an insurer approved by the Employer, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him for the Works and shall, when required, produce to the Construction Manager such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any subcontractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the subcontractor shall have insured against the liability in respect of such persons in such manner that the employer is indemnified under the policy but the Contractor shall require such subcontractor to produce to the Construction manager when required such policy of insurance and the receipt for the current premium, and obtain the insertion of a provision to that effect in its contract with the subcontractor.

25. REMEDY ON CONTRACTOR'S FAILURE TO INSURE

If the Contractor shall fail to effect and keep in force any of the insurances referred to in Clauses 21, 23 and 24 hereof, or any other insurance which he may be required to effect under the terms of the Contract, the Employer may in any such case effect and keep in force any such insurance and pay such premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor.

26. COMPLIANCE WITH STATUTES, REGULATIONS, ETC.

a) The Contractor shall give all notices and pay all fees and charges required to be given or paid by any national or State statutes, Ordinances, Laws, Regulations or By-laws, or any local or other duly constituted authority in relation to the execution of the Works or of any Temporary Works and by the Rules and Regulations of all public bodies and companies whose property or right are affected or may be affected in any way by the Works or any Temporary Works.

b) The Contractor shall conform in all respects with any such Statutes, Ordinances, Laws, Regulations, By-laws or requirements of any such local or other authority which may be applicable to the Works and shall keep the Employer indemnified against all penalties and liabilities of every kind or breach of any such Statutes, Ordinances, Laws, Regulations, Bylaws or requirements.

27. FOSSILS, ETC.

All fossils, coins, article of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Employer of such discovery and carry out at the expense of the Employer the Construction Manager's orders as to the disposal of the same.

28. COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS, AND ROYALTIES

a) The Contractor shall hold harmless and fully indemnify the Employer from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Plant, equipment, machine, work or material used for or in connection with the Works or Temporary Works and from and against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Construction Manager.

b) Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or Temporary Works.

29. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the execution of the Works and for the Construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall hold harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefor.

30. EXTRAORDINARY TRAFFIC AND SPECIAL LOADS

a) The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged by any traffic of the Contractor or any of his sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will

inevitably arise from the moving of plant and material from and to the Site shall be limited as far as reasonably possible and so that no unnecessary damage may be occasioned to such roads and bridges.

b) Should it be found necessary for the Contractor to move any load of Constructional Plant, machinery, pre-constructed units or parts of units of work, or other thing, over part of a road or bridge, the moving whereof is likely to damage any such road or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load onto such road or bridge, save insofar as the Contract otherwise provide, be responsible for and shall pay for the cost of strengthening any such bridge or altering or improving any such road to avoid such damage, and the Contractor shall indemnify and keep the Employer indemnified against all claims for damage to any such road or bridge caused by such movement, including such claim as may be made directly against the Employer, and shall negotiate and pay all claim arising solely out of such damage.

31. OPPORTUNITIES FOR OTHER CONTRACTORS

The Contractor shall in accordance with the requirements of the Construction manager afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If work by other contractors of the Employer as above-mentioned involves the Contractor in any direct expenses as a result of using his Site facilities, the Employer shall consider payment to the Contractor of such sum or sums as may be recommended by the Construction manager.

32. CONTRACTOR TO KEEP SITE CLEAN

During the progress of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

33. CLEARANCE OF SITE ON SUBSTANTIAL COMPLETION

On the substantial completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant, surplus materials, rubbish and Temporary Works of every kind and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Construction Manager.

34. LABOUR

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34.1 Engagement of Labour

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise.

34.2 Supply of Water

The Contractor shall provide on the Site to the satisfaction of the Construction manager an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

34.3 Alcoholic Drinks or drugs

The Contractor shall comply with Government laws and regulations and orders in force as regards the import, sale, barter or disposal of alcoholic drinks or narcotics and he shall not allow or facilitate such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

34.4 Arms and Ammunition

The restrictions specified in clause 34.3 above shall include all kinds of arms and ammunition.

34.5 Holiday and Religious Customs

The Contractor shall in all dealings with labour in his employ have due regard to all holiday, recognized festivals and religious or other customs.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature the Contractor shall comply with and carry out such regulations, orders, and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

34.7 Disorderly Conduct, etc.

The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and the protection of persons and property in the neighbourhood of the Works against the same.

34.8 Observance by Subcontractors

The Contractor shall be considered responsible for the observance of the above provisions by his Sub-Contractors.

34.9 Legislation applicable to Labour

The Contractor shall abide by all applicable legislation and regulation with regard to labour.

35 RETURNS OF LABOUR, PLANT, ETC.

The Contractor shall, if required by the Construction Manager, deliver to the Construction manager at his office, a return in detail in the form and at such intervals as the Construction manager may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional plant as the Construction manager may require.

36 MATERIALS, WORKMANSHIP AND TESTING

36.1 Materials and Workmanship

a) All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Construction Manager's instructions and shall be subjected from time to time to such tests as the Construction Manager may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Construction Manager. All testing equipment and instruments provided by the Contractor shall be used only by the Construction Manager or by the Contractor in accordance with the instructions of the Construction Manager.

b) No material not conforming with the Specifications in the Contract may be used for the Works without prior written approval of the Employer and instruction of the Construction manager, provided always that if the use of such material results or may result in increasing the Contract Price, the procedure in Clause 48 shall apply.

36.2 Cost of Samples

All samples shall be supplied by the Contractor at his own cost unless the supply thereof is clearly intended in the Specifications or Bill of Quantities to be at the cost of the Employer. Payment will not be made for samples which do not comply with the Specifications.

36.3 Cost of Tests

The Contractor shall bear the costs of any of the following tests:

- a) Those clearly intended by or provided for in the Contract Documents.
- b) Those involving load testing or tests to ensure that the design of the whole of the Works or any part of the Works is appropriate for the purpose which it was intended to fulfil.

37 ACCESS TO SITE

The Employer and the Construction manager and any persons authorized by either of them shall, at all times, have access to the Works and to the Site and to all workshops and places where work is being prepared or where materials, manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

38 EXAMINATION OF WORK BEFORE COVERING UP

No work shall be covered up or put out of view without the approval of the Construction Manager and the Contractor shall afford full opportunity for the Construction to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Construction Manager whenever any such work or foundations is or are ready or about to be ready for examination and the Construction Manager shall without unreasonable delay unless he considers it unnecessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations or any other concrete works.

39 REMOVALS OF IMPROPER WORK AND MATERIALS

39.1 Engineer's power to order removal

The Construction Manager shall during the progress of the Works have power to order in writing from time to time, and the contractor shall execute at his cost and expense, the following operations:

- a) The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Construction are not in accordance with the Contract;
- b) The substitution of proper and suitable materials; and
- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of work which in respect of materials or workmanship is not in the opinion of the Construction manager accordance with the Contract.

39.2 Default of Contractor in carrying out Construction Manager's Instructions

In case of default on the part of the Contractor in carrying out an instruction of the Construction Manager, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.

40 SUSPENSION OF WORK

The Contractor shall on the written order of the Construction manager suspend the progress of the Works or any part thereof for such time or times and in such manner as the Construction manager may consider necessary and shall, during such suspension, properly protect and secure the Works so far as it is necessary in the opinion of the Construction Manager. The Employer should be notified and his written approval should be sought for any suspension of work in excess of three (3) days.

41 POSSESSION OF SITE

41.1 Access to Site

The Employer shall with the Construction Manager's written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the Programme referred to in Clause 13 hereof and otherwise in accordance with such reasonable proposals of the Contract or as he shall make to the Construction manager by notice in writing, and shall from time to time as the Works proceed give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the construction of the Works with due dispatch in accordance with the said Programme or proposals, as the case maybe.

41.2 Wayleaves, etc.

The Contractor shall bear all expenses and charges for special temporary wayleaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works.

41.3 Limits of the Site

Except as defined below, the limits of the Site shall be as defined in the Contract. Should the Contractor require land beyond the Site, he shall provide it entirely at his own expense and before taking possession shall supply the Construction manager with a copy of the necessary permits. Access to the Site is available where the Site adjoins a public road but it is not provided unless shown on the Drawings. When necessary for the safety and convenience of workmen, public or livestock or for the protection of the Works, the Contractor shall, at his own expense, provide adequate temporary fencing to the whole or part of the Site. The Contractor shall not disturb, damage or pull down any hedge, tree or building within the Site without the written consent of the Construction Manager.

42 TIME FOR COMPLETION

- a) Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of clause 46 and 47 hereof, within the time stated in the Contract.
- b) The completion time includes weekly rest days, official holidays, and days of inclement weather.

43 EXTENSION OF TIME OF COMPLETION.

If, subject to the provisions of the Contract, the Construction manager orders alterations or additions in the Works in accordance with Clause 48 hereof, or if circumstances constituting force majeure as defined in the Contract have occurred, the Contractor shall be entitled to apply for an extension of the time for completion of the Works specified in the Contract. The Employer shall, upon such application, determine the period of any such extension of time; provided that in the case of alterations or additions in the Works, the application for such an

extension must be made before the alterations or additions in the Works are undertaken by the Contractor.

44 RATE OF PROGRESS

The whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and completion of the Works are to be of a kind and conducted in a manner to the satisfaction of the Construction manager. Should the rate of progress of the Works or any part thereof be at any time in the opinion of the Engineer too slow to ensure the completion of the Works by the prescribed time or extended time for completion, the Construction manager shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as the Contractor may think necessary and the Construction manager may approve to expedite progress so as to complete the Works by the prescribed time or extended time for completion. If the work is not being carried on by day and by night and the Contractor shall request permission to work by night as well as by day, then, if the Construction manager shall grant such permission, the Contractor shall not be entitled to any additional payment. All work at night shall be carried out without unreasonable noise and disturbance. The contractor shall indemnify the Employer from and against any claims or liability for damages on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, costs and expenses whatsoever in regard or in relation to such noise or other disturbance. The Contractor shall submit in triplicate to the Construction manager at the end of each month signed copies of explanatory Drawings or any other material showing the progress of the Works.

45 LIQUIDATED DAMAGES FOR DELAY

a) If the Contractor shall fail to complete the Works within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case maybe, and the date of substantial completion of the Works as stated in the Certificate of Substantial Completion, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other of his obligations and liabilities under the Contract.

b) If, before the time for completion of the whole of the Works or of a Section of the Works, a Certificate of Substantial Completion has been issued for any part or Section of the Works, the liquidated damages or delay in completion of the remainder of the Works or of that section may, for any period of delay after the date stated in such Certificate of Substantial Completion, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part or Section so certified bears to the total value of the

whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

46 CERTIFICATE OF SUBSTANTIAL COMPLETION

46.1 Substantial Completion of the Works

When the whole of the Works have been substantially completed and have satisfactorily passed any test on completion prescribed by the Contract, the Contractor may give a notice to that effect to the Construction Manager accompanied by an undertaking to finish any outstanding work during the Defects Liability Period/Snags list. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor, for the Construction Manager to issue a Certificate of Substantial Completion in respect of the Works. The Construction Manager shall, within twenty-one (21) days of the date of delivery of such notice either issue to the Contractor, with a copy to the Employer, a Certificate of Substantial Completion stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the Construction Manager's opinion, requires to be done by the Contractor before the issuance of such Certificate. The Construction Manager shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the work specified therein. The Contractor shall be entitled to receive such Certificate of Substantial Completion within twenty-one (21) days of completion, to the satisfaction of the Construction manager, of the work so specified and making good any defect so notified. Upon issuance of the Certificate of Substantial Completion of the Works, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work during the Defects Liability Period/or the snag listed given to him.

46.2 Substantial Completion of Sections or Parts of the Works

In accordance with the procedure in Sub-Clause (1) of this Clause and on the same conditions as provided therein, the Contractor may request the Construction Manager to issue, and the Construction Manager may issue, a Certificate of Substantial Completion in respect of any Section or part of the Works which has 'been substantially completed and has satisfactorily passed any tests on completion prescribed by the Contract, if:

- a) A separate time for completion is provided in the Contract in, respect of such Section or part of the Works;
- b) Such Section or part of the Works has been completed to the satisfaction of the Construction Manager and is required by the Employ for his occupation or use.

Upon the issuance of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work during the Defects Liability Period.

47 DEFECTS LIABILITY

47.1 Defects Liability Period

The expression "Defects Liability Period" shall mean the period of three (3) months, calculated from the date of completion of the Works stated in the Certificate of Substantial Completion issued by the Construction manager or, in respect of any Section or part of the Works for which a separate Certificate of Substantial Completion has been issued, from the date of completion of that Section or part as stated in the relevant Certificate. The expression "the Works" shall, in respect of the Defects Liability Period, be construed accordingly.

47.2 Completion of Outstanding Work and Remedying of Defects

During the Defects Liability Period, the Contractor shall finish the work, if any, outstanding at the date of the Certificate of Substantial Completion, and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Construction Manager during the Defects Liability Period and within seven (7) days after its expiration, as a result of an inspection made by or on behalf of the Construction manager prior to expiration of the Defects Liability Period.

47.3 Cost of Execution of work of Repair, etc.

All such outstanding work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Construction manager, be due to the use of material or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation expressed or implied, on the Contractor's part under the Contract.

47.4 Remedy on Contractor's Failure to Carry Out Work Required

If the Contractor shall fail to do any such work outstanding on the Works, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or which may become due to the Contractor.

47.5 Certificate of Final Completion

Upon satisfactory completion of the work outstanding on the Works, the Construction manager shall within fourteen (14) days of the expiration of the Defects Liability period issue a Certificate of Final Completion to the Contractor. The Contract shall be deemed to be completed upon issuance of such Certificate, provided that the provisions of the Contract which remain unperformed and the Settlement of Disputes provision in the Contract shall remain in force for as long as is necessary to dispose of any outstanding matters or issues between the Parties.

48 ALTERATIONS, ADDITIONS AND OMISSIONS

1 Variations

The Construction Manager may within his powers introduce any variations to the form, type or quality of the Works or any part thereof which he considers necessary and for that purpose or if for any other reasons it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- (a) Increase or decrease the quantity of any work under the Contract;
- (b) Omit any such work;
- (c) Change the character or quality or kind of any such work;
- (d) Change the levels, lines, positions and dimensions of any part of the Works;
- (e) Execute additional work of any kind necessary for the completion of the Works, and no such variation shall in any way vitiate or invalidate the Contract.

2 Variations Increasing cost of Contract or altering the Works.

The Engineer shall, however, obtain the written approval of the Employer before giving any order for any variations essential alteration which may result in an increase of the Contract Price or in an essential alteration of the quantity, quality or character of the Works.

3 Orders for Variations to be in Writing

No variations shall be made by the Contractor without an order in writing from the Construction manager. Variations requiring the written approval of the Employer under paragraph (2) of this Clause shall be made by the Contractor only upon written order from the Construction manager accompanied by a copy of the Employer's approval. Provided that, subject to the provisions of the Contract, no order in writing shall be required for any increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

4 Valuation of Variations

The Construction manager shall estimate to the Employer the amount to be added or deducted from the Contract Price in respect of any variation, addition or omission. In the case of any variation, addition or omission which may result in an increase of the Contract Price, the Construction manager shall communicate such estimate to the Employer together with his request for the Employer's written approval of such variation, addition or omission. The value of any variation, addition or omission shall be calculated on the basis of the unit prices contained in the Bill of Quantities.

49 PLANT, TEMPORARY WORKS AND MATERIALS

1 Plant, etc., Exclusive Use for the Works

All Constructional Plant, Temporary Works and Materials provided by the Contractor shall, when brought on the Site, be deemed to be exclusively intended for the construction and completion of the Works and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the Site to another) without the consent in writing of the Construction manager which shall not be unreasonably withheld.

2 Removal of Plant, etc.

On completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor

3 Employer not liable for Damage to Plant

The Employer shall not be at any time liable for the loss of any of the said Constructional plant, Temporary Works or Materials save if such loss results from the act or neglect of the Employer, its employees or agents.

4 Ownership of paid material and work

All material and work covered by payments made by the Employer to the Contractor shall thereupon become the sole property of the Employer, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of the Employer to require the fulfilment of all of the terms of the Contract.

5 Equipment and supplies furnished by Employer

Title to any equipment and supplies which may be furnished by the Employer shall rest with the Employer and any such equipment and supplies shall be returned to the Employer at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment when returned to the Employer shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

50 APPROVAL OF MATERIALS ETC., NOT IMPLIED

The operation of Clause 49 hereof shall not be deemed to imply any approval by the Construction manager of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Construction manager.

51 MEASUREMENT OF WORKS

The Engineer shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor or the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Construction Manager in making such measurement and shall furnish all particulars required by either of them. Should the

Contractor not attend or neglect or omit to send such agent, then the measurement made by the Construction Manager or approved by him shall be taken to be the correct measurement of the work. The purpose of measuring is to ascertain the volume of work executed by the Contractor and therefore determine the amount of the monthly payments.

52 LIABILITY OF THE PARTIES

(a) The Works shall not be considered as completed until a Certificate of Final Completion shall have been signed by the Construction manager and delivered to the Employer stating that the Works have been completed and that the Contractor has fulfilled all his obligations under Clause 47 to his satisfaction.

(b) The Employer shall not be liable to the Contractor for any matter arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in writing in respect thereof before the giving of the Certificate of Final Completion and in accordance with the Contract.

(c) Unfulfilled Obligations

Notwithstanding the issue of the Certificate of Final Completion, the Contractor shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issuance of the Certificate of Final Completion and which remains unperformed at the time such Certificate is issued. For the purpose of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the parties hereto.

4 Contractor Responsible

Notwithstanding any other provisions in the Contract documents, the Contractor shall be totally responsible for and shall bear any and all risks of loss or damage to or failure of the Works or any part thereof for a period of six months (6) after issuance of the Certificate of Final Completion, provided always that such risks, damage or failure result from acts, defaults and negligence of the Contractor, his agents, employees or workmen and such contractors.

53 AUTHORITIES

1 The Employer shall have the right to enter upon the Site and expel the Contractor therefrom without thereby voiding the Contract or releasing the Contractor from any of his obligations or liabilities under the Contract or affecting the rights and powers conferred on the Employer and the Construction Manager by the Contract in any of the following cases:

(a) If the Contractor is declared bankrupt or claims bankruptcy or court protection against his creditors or if the Contractor is a company or member of a company which was dissolved by legal action;

(b) If the Contractor makes arrangements with his creditors or agrees to carry out the Contract under an inspection committee of his creditors;

(c) If the Contractor withdraws from the Works or assigns the Contract to others in whole or in part without the Employer's prior written approval;

(d) If the Contractor fails to commence the Works or shows insufficient progress to the extent which in the opinion of the Construction Manager will not enable him to meet the target completion date of the Works;

(e) If the Contractor suspend the progress of the Works without due cause for fifteen (15) days after receiving from the Construction Manager written notice to proceed;

(f) If the Contractor fails to comply with any of the Contract conditions or fails to fulfill his obligations and does not remedy the cause of his failure within fifteen (15) days after being notified to do so in writing;

(g) If the Contractor is not executing the work in accordance with standards of workmanship specified in the Contract;

(h) If the Contractor gives or promises to give a present or loan or reward to any employee of the Employer or of the Construction Manager.

Then the Employer may himself complete the Works or may employ any other contractor to complete the Works and the Employer or such other contractor may use for such completion so much of Constructional Plant, Temporary Works and Materials, which have been deemed to be reserved exclusively for the construction and completion of the Works under the provision of the Contract as he or they may think proper and the Employer may at any time sell any of the said Constructional Plant, Temporary Works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the Contractor under the Contract.

2 Evaluation after Re-entry

The Construction Manager shall as soon as may be practicable after any such entry and expulsion by the Employer notify the Contractor to attend the necessary evaluation of the Works. In the event that for any reason the Contractor does not attend such evaluation the Construction Manager shall undertake the said evaluation in the absence of the Contractor and shall issue a certificate stating the sum, if any, due to the Contractor for work done in accordance with the Contract up to the time of entry and expulsion by the Employer which has been reasonably accumulated to the Contractor in respect of the Works he has executed in such case in accordance with the Contract. The Construction Manager shall indicate the value of the materials whether unused or partially used and the value of construction equipment and any part of the Temporary Works.

3 Payment After Re-entry

If the Employer shall enter and expel the Contractor under this Clause he shall not be liable to pay the Contractor any money on account of the Contract until the expiration of the Defects Liability Period, and thereafter until the costs of completion and making good any defects of the Works, damages for delay in completion (if any), and all other expenses incurred by the Employer have been ascertained and their amount certified by the Construction Manager.

The Contractor shall then be entitled to receive only such sum or sums (if any) as the Construction Manager may certify would have been due to him upon due completion by him after deducting the said amount. But if such amount shall exceed the sum which would have

been payable to the Contractor on due completion by him, then the Contractor shall upon demand pay to the Employer the amount of such excess. The Employer in such case may recover this amount from any money due to the Contractor from the Employer without the need to resort to legal procedures.

54 URGENT REPAIRS

If by reason of any accident or failure or other event occurring to, in or in connection with the Works or any part thereof either during the execution of the Works or during the Defects Liability Period any remedial or other work or repair shall in the opinion of the Construction Manager be urgently necessary for security and the Contractor is unable or unwilling at once to do such work or repair, the Employer may by his own or other workmen do such work or repair as the Construction Manager may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Construction Manager the Contractor was liable to do at his own expense under the Contract, all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the Contractor to the Employer or may be deducted by the Employer from any monies due or which may become due to the Contractor provided always that the Construction Manager shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

55 INCREASE AND DECREASE OF COSTS

Except if otherwise provided by the Contract, no adjustment of the Contract Price shall be made in respect of fluctuations of market, prices of labour, materials, plant or equipment, neither due to fluctuation in interest rates nor devaluation or any other matters affecting the Works.

56 TAXATION

The Contractor shall be responsible for the payment of all charges and taxes in respect of income including value added tax, all in accordance with and subject to the provisions of the income tax laws and regulations in force and all amendments thereto. It is the Contractor's responsibility to make all the necessary inquiries in this respect, and he shall be deemed to have satisfied himself regarding the application of all relevant tax laws.

57 BLASTING

The Contractor shall not use any explosives without the written permission of the construction Manager who shall require that the Contractor has complied in full with the regulations in force regarding the use of explosives. However, the Contractor, before applying to obtain these explosives, has to provide well-arranged storage facilities. The Construction manager's approval or refusal to permit the use of explosives shall not constitute ground for claims by the Contractor.

58 MACHINERY

The Contractor shall be responsible for coordinating the manufacture, delivery, erection and commissioning of plant machinery and equipment which are to form a part of the Works. The Contractor shall place all necessary orders as soon as possible after the signing of the Contract. These orders and their acceptance shall be produced to the Construction Manager on request. The Contractor shall also be responsible for ensuring that all sub-contractors adhere to such programs as are agreed and are needed to ensure completion of the Works within the period for completion. Should any sub-contracted works be delayed, the Contractor shall initiate the necessary action to speed up such completion. This shall not prejudice the Employer's right to exercise his remedies for delay in accordance with the Contract.

59 TEMPORARY WORKS AND REINSTATEMENT

The Contractor shall provide and maintain all temporary roads and tracks necessary for movement of plant and materials and clear same away at completion and make good all works damaged or disturbed. The Contractor shall submit drawings and full particulars of all Temporary Works to the Construction manager before commencing same. The Construction Manager may require modifications to be made if he considers them to be insufficient and the Contractor shall give effect to such modifications but shall not be relieved of his responsibilities. The Contractor shall provide and maintain weatherproof sheds for storage of material pertinent to the Works both for his own use and or the use of the Employer and clear same away at the completion of the Works. The Contractor shall divert as required, at his own cost and subject to the approval of the Construction Manager, all public utilities encountered during the progress of the Works, except those specially indicated on the drawings as being included in the Contract. Where diversions of services are not required in connection with the Works, the Contractor shall uphold, maintain and keep the same in working order in existing locations. The Contractor shall make good, at his on expense, all damages to telephone, telegraph and electric cable or, wires, sewers, water or water pipes and other services, except where the Public Authority or Private Party owning or responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand.

60 PHOTOGRAPHS AND ADVERTISING

The Contractor shall not publish any photographs of the Works or allow the Works to be used in any form of advertising whatsoever without the prior approval in writing from the Employer.

61 PREVENTION OF CORRUPTION

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favour or disfavour to any person in relation to the Contract or any other contract with the Employer, if the like acts

shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.

62 DATE FALLING ON HOLIDAY

Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.

63 NOTICES

1. Unless otherwise expressly specified, any notice, consent, approval, certificate or determination by any person for which provision is made in the Contract Documents shall be in writing. Any such notice, consent, approval, certificate or determination to be given or made by the employer, the Contractor or the Engineer shall not be unreasonably withheld or delayed.
2. Any notice, certification or instruction to be given to the Contractor by the Construction manager or the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Contractor's principal place of business specified in the Contract or such other address as the Contractor shall nominate in writing for that purpose, or by
3. Delivering the same at the said address against an authorized signature certifying the receipt.
4. Any notice to be given to the Employer under the terms of the Contract shall be sent by post, cable, telex or facsimile at the Employer's address specified in the Contract, or by delivering the same to the said address against an authorized signature certifying the receipt.
5. Any notice to be given to the Construction manager under the terms of this Contract shall be sent by post, cable, telex or facsimile at the Construction manager's address specified in the Contract, or by delivering the same at the said address against an authorized signature certifying the receipt.

64 LANGUAGE, WEIGHTS AND MEASURES

Except as may be otherwise specified in the Contract, English shall be used by the Contractor in all written communications to the Employer or the Construction Manager with respect to the services to be rendered and with respect to all documents procured or prepared by the Contractor pertaining to the Works. The metric system of weights and measures shall be used in all instances.

65 RECORDS, ACCOUNTS, INFORMATION AND AUDIT

The Contractor shall maintain accurate and systematic records and accounts in respect of the work performed under this Contract.

The Contractor shall furnish, compile or make available at all times to MAG any records or information, oral or written, which MAG may reasonably request in respect of the Works or the Contractor's performance thereof.

The Contractor shall allow MAG or its authorized agents to inspect and audit such records or information upon reasonable notice.

66 FORCE MAJEURE

Force majeure as used herein means Acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts or events of a similar nature or force.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to MAG and to the Construction Manager of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. Subject to acceptance by MAG of the existence of such force majeure, which acceptance shall not be unreasonably withheld the following provisions shall apply:

- (a) The obligations and responsibilities of the Contractor under this Contract shall be suspended to the extent of his inability to perform them and for as long as such inability continues. During such suspension and in respect of work suspended, the Contractor shall be reimbursed by MAG substantiated costs of maintenance of the Contractor's equipment and of per diem of the Contractor's permanent personnel rendered idle by such suspension;
- (b) The Contractor shall within fifteen (15) days of the notice to MAG of the occurrence of the force majeure submit a statement to MAG of estimated costs referred to in subparagraph(a) above during the period of suspension followed by a complete statement of actual expenditures within thirty (30) days after the end of the
- (c) Suspension;
- (d) The term of this Contract shall be extended for a period equal to the period of suspension taking however into account any special condition which may cause the additional time for completion of the Works to be different from the period of suspension;
- (e) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure, to perform his obligations and meet his responsibilities under the Contract, MAG shall have the right to terminate the Contract on the same terms and conditions as provided for in Clause 68 of these General Conditions, except that the period of notice shall be seven (7) days instead of fourteen (14) days, and
- (f) For the purpose of the preceding sub-paragraph, MAG may consider the Contractor permanently unable to perform in case of any suspension period of more than thirty (30) days.

67 SUSPENSIONS BY MAG

MAG may by written notice to the Contractor suspend for a specified period, in whole or in part, payments to the Contractor and/or the Contractor's obligation to continue to perform the Works under this Contract, if in MAG's sole discretion:

- (a) Any conditions arise which interfere, or threaten to interfere with the successful execution of the Works or the accomplishment of the purpose thereof, or
- (b) The Contractor shall have failed, in whole or in part, to perform any of the terms and conditions of this Contract.

After suspension under sub-paragraph (a) above, the Contractor shall be entitled to reimbursement by MAG of such costs as shall have been duly incurred in accordance with this Contract prior to the commencement of the period of such suspension.

The term of this Contract may be extended by MAG for a period equal to any period of suspension, taking into account any special conditions which may cause the additional time for completion of the Works to be different from the period of suspension.

68 TERMINATIONS BY MAG

MAG may, notwithstanding any suspension under Clause 67 above, terminate this Contract for cause or convenience in the interest of MAG upon not less than fourteen (14) days written notice to the Contractor.

Upon termination of this Contract:

- (a) The Contractor shall take immediate steps to terminate his performance of the Contract in a prompt and orderly manner and to reduce losses and to keep further expenditures to a minimum, and
- (b) The Contractor shall be entitled (unless such termination has been occasioned by the Contractor's breach of this Contract), to be paid for the part of the Works satisfactorily completed and for the materials and equipment properly delivered to the Site as of the date of termination for incorporation to the Works, plus substantiated costs resulting from commitments entered into prior to the date of termination as well as any reasonable substantiated direct costs incurred by the Contractor as a result of the termination, but shall not be entitled to receive any other or further payment or damages.

69 TERMINATION BY THE CONTRACTOR

In the case of any alleged breach by MAG of the Contract or in any other situation which the Contractor reasonably considers entitling him to terminate his performance of the Contract, the Contractor shall promptly give written notice to MAG detailing the nature and the circumstances of the breach or other situation. Upon acknowledgement in writing by MAG of the existence of such breach and MAG's inability to remedy it, or upon failure of MAG to respond to such notice within twenty (20) days of receipt thereof, the Contractor shall be entitled to terminate this Contract by giving 30 days written notice thereof. In the event of

disagreement between the Parties as to the existence of such breach or other situation referred to above, the matter shall be resolved in accordance with Clause 71 of these General Conditions.

Upon termination of this Contract under this Clause the provisions of sub-paragraph (b) of Clause 68 hereof shall apply.

70 RIGHTS AND REMEDIES OF MAG

Nothing in or relating to his Contract shall be deemed to prejudice or constitute a waiver of any other rights or remedies of MAG.

MAG shall not be liable for any consequences of, or claim based upon, any act or omission on the part of the Government.

71 SETTLEMENT OF DISPUTES

In the case of any claim, controversy or dispute arising out of, or in connection with this Contract or any breach thereof, the following procedure for resolution of such claim, controversy or dispute shall apply.

1. Notification

The aggrieved party shall immediately notify the other party in writing of the nature of the alleged claim, controversy or dispute, not later than seven (7) days from awareness of the existence thereof.

2. Consultation

On receipt of the notification provided above, the representatives of the Parties shall start consultations with a view to reaching an amicable resolution of the claim, controversy or dispute without causing interruption of the Works.

3. Conciliation - Arbitration

In case one or both parties do not agree upon the decision reached upon by the expert, the national lawyers shall refer the dispute to arbitration. The fees for arbitration will be shared equally between the parties. The venue for arbitration shall be City, Country

The arbitration shall be conducted in accordance with the arbitration laws as provided for in Country code of civil procedure with English language being used while conducting the arbitration process.

72 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of some of the donors of which MAG is an implementing organ.

73 SECURITY

The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

MAG reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for MAG's property in its custody as set forth in paragraph 4.1 above.

74 AUDIT AND INVESTIGATIONS

Each invoice paid by MAG shall be subject to a post-payment audit by auditors, whether internal or external, of MAG or the authorized agents of MAG at any time during the term of the Contract and for a period of three (3) year following the expiration or prior termination of the Contract. MAG shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by MAG other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by MAG have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, MAG reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at any time, MAG may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of MAG to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by MAG hereunder.

75 ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of MAG funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by MAG hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

SECTION 6: Bid Submission Sheet

(To be filled for each proposed contract as detailed on request of tender cover page)

To: MAG Caribbean

Attention of: Regional Representative

Reference: _____.

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install, construct and deliver The Rehabilitation of in conformity with the said bidding documents for the sum of United States Dollars Dollar (USD)
[Total bid amount in words and figures] as may be ascertained in accordance with the Price Schedule (or Bill of Quantities) attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to complete the Works in accordance with the Time for Completion specified in the Bidding Documents.

We agree to abide by this Bid for the period specified in BID DATA SHEET, from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Dated this day of _____.

.....
Signature

.....
[in the capacity of]

Duly authorized to sign the Bid for and on behalf of

Please mark this letter with your corporate seal, if available

SECTION 7: SCOPE OF WORK

The attention of the Contractor is specially drawn to the Conditions of Tender, the General Conditions of Contract, the Specifications, the drawings and other Documents for a detailed description of the works, the conditions under which, and the manner in which, the work is to be done, as these descriptions are not fully set out in each item of the Bill of Quantities.

The Contractor shall examine his contract area thoroughly and familiarize himself with the nature of the ground, methods to be applied and physical obstructions and conditions on site that may affect his work and prices. Claims due to lack of knowledge of site conditions will not be entertained.

The rates and prices bid in the priced Price Schedule shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities, and obligations set out or implied in the contract.

The whole cost of complying with the provisions of the contract shall be included in the items provided in the priced Price Schedule, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of renovation works.

The samples of all the materials, fittings and fixtures are to be approved by the MAG Construction Manager before it is brought to site and utilized.

General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Price Schedule. References to the relevant sections of the contract documentation shall be made before entering prices against each item in the priced Price Schedule.

Measurements and payments in these quantities are based on volume/area completed as per Milestone. This principle of measurement shall apply to all work executed under the Contract and verified by the Construction Manager and valued at the rates and prices bid in the priced Price Schedule where applicable and otherwise at such rates and prices as the Construction Manager may fix within the terms of the contract.

All the materials have to be tested in the Ministry of Public Works laboratory at Contractors cost.

The method of measurement of completed work for payment shall be as follows:

- 1) Linear measurements: using tape measure and where applicable, optical survey instruments, both approved by Construction Manager.
- 2) Volumes: Computations based on measurements obtained using tape measure and where applicable, optical survey instruments.

Errors will be corrected by MAG for any arithmetic errors in computation or summation as follows:

- 1) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern and;
- 2) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of MAG, there is an obviously gross misplacement of the decimal point in the unit price, in which even the total amount as quoted will govern and the unit rate will be corrected.

Upon 100% of Completion of all works, ten percent contingencies of respective contract sum if included in the total contract sum will be deducted if no extra works have been approved and done.

The rates and prices tendered throughout shall be inclusive for the finishing of all work completely in accordance with the true meaning of the Contract Documents and includes all labour, materials, transportation and contingencies

Scope of Work, Supply of Material, Technical Specifications, Requirement of relevant Codes, SCC (Special Conditions to Contract), GTC (General Terms & Conditions), Schedule of quantities, Statutory Rules & Guide Lines as applicable, Minimum Equipment / Machineries Deployment and any other requirement to complete the Job / Work as per this Tender Document shall be deemed to be included in BOQ of each item.

SECTION 8: BILL OF QUANTITIES

PREAMBLES

The following abbreviations are used throughout the Bills of Quantities:

- mm Millimeter
- cm Centimeter
- L.M Linear meter
- M.S. Square meter
- M.C Cubic Meter
- L.S. Lump Sum
- No. Number
- Kg. Kilogram
- Ref. Reference

Definitions

The terms "include", "is included", "including" and similar, are used herein to indicate that the items in question are not measurable as separate items and are not specifically mentioned in the descriptions but the costs of which are to be included in the measured items.

Such references are not comprehensive and are for convenience only and the Contractor is to note that all relevant requirements of the Specifications and Drawings are to be taken into account in the measured items.

The word "Site" used in the Bills of Quantities means the whole of the areas within the Contract limit lies for this Contract as shown on the Contract Drawings. With reference to the clearance of debris, rubbish, trash, excavated material and the like the definition is extended to include the whole of the site.

The word "ditto" used in the Bills of Quantities means the repetition of all or part of the preceding item as applicable to complete the sense of the item.

SCOPE OF PRICES

1. Excavation:

(A) Measurements:

1. Excavation for foundation trenches. Etc. shall be the actual dimensions shown on Drawings including blinding area, and to be measured from Natural Ground Level or Reduced Level (which is lowermost), i.e.
 - From Reduced level when R. L. is lower than N. G. L.
 - From N. G. L. when N. G. L. is lower than the Reduced Level.
2. Allowance for working space is not applicable, unless it is clearly specified in the Special Conditions.
3. Price to include removal of site obstacles, rocks, trees...etc. and removal of all debris from site according to the instructions of the Engineer and to his satisfaction. Price also to include maintaining all trees that are not obstructing the buildings, boundary walls,

courts and roads. Any cutting and removal of trees needs the confirmation of the Engineer.

4. Each layer of back filling shall be tested separately, on the contractor's expense, prior to applying the next layer.
5. Co-ordination with all local authorities to facilitate the works, removal of obstacles or for diversion of roads, Services, etc. is the contractor's responsibility and are deemed to be included in his rates.
6. Excavated soil shall be classified and retained, to back fill with suitable soil and to place agricultural soil where needed as shown in the drawings and as instructed by the Engineer. The extra and unsuitable soil shall be removed, on the contractor's expense with No extra cost.
7. Excavation shall be in Cubic Volume, unless otherwise stated in BOQ. The net measurements of the excavated elements as shown in the drawings. No allowance shall be made for increase in bulk after excavation. The price will include all backfilling works in the whole site to the levels shown in the drawings and according to the Engineer's instructions. Consequently, no measurements will be taken for any kind of backfilling. No allowance will be made for working space.
8. Hard-core beds shall be measured superficially, over consolidated depth including finishing, to a maximum depth of 15cm or as stated clearly in the Bills of Quantities. Filling required below this 15cm. depth is intended to be of suitable materials from the excavations and no extra will be paid for hard-core used in lieu thereof. No extra rate shall be paid for Levelling, ramming and filling of voids under the hard core.

(B) Rates

1. Rates for excavation shall include for:
 - a) Removal of all site obstacles and clearing the site of all rubbish, debris, shrubs, trees, bushes, plants, fence and the like including grubbing up roots and foundations prior to the commencement of the Works.
 - b) Excavation to any depth, in any shape, in any type of soil, below water table level and keeping excavation free of water.
 - c) Excavation in any material whatsoever found, including rock.
 - d) Excavating circular on plan.
 - e) Allowance for working space.
 - f) Excavating below water-table level.
 - g) Keeping excavations clear of water.
 - h) Levelling, ramming, trimming and grading bottoms of excavations in rock.
 - i) Planking and strutting.
 - j) Cost of lab tests of works and materials.
 - k) Selecting Suitable material from the excavations and returning, filling watering and ramming in layers around foundations and to underside of hard-core beds including all multiple handling and transport about the site.
2. Rates for hard-core beds shall include for:
 - (a) Trimming and levelling ground under.
 - (b) Watering, ramming and consolidation.

- (c) Loss of bulk in consolidation.
- (d) Finishing top surface to receive concrete, paving and the like.

15. Concrete Work

(A) Measurements:

1. Concrete works shall be measured net as per Drawings.
2. Each item of concrete works shall be measured in the unit described in the Bills of Quantities.
3. All recesses, openings or any other space not actually filled with concrete shall be deducted in calculating the volume or the area for payment.
4. Any extra concrete which was cast due to the Contractor's negligence and is not marked specifically on the Drawings shall not be measured for payment.
5. Suspended concrete slabs shall be measured superficially.
6. Drop beams are included in the measurement of the slab.
7. The height of columns shall be measured excluding the depth of beams, slabs and the like.
8. Prices for reinforced concrete elements do not include reinforcement nor formwork.

(B) Rates

Rates for concrete works shall include for:

1. Labour
2. Supply and storage of cement,
3. Supply and storage of aggregates and water,
4. Mixing and placing in position,
5. Packing and tamping around reinforcement,
6. Vibrating, compacting of concrete, additives and curing,
7. Grading, tamping and trowelling,
8. Installing of formwork, shutters and supports and dismantling the same.
9. Supplying reinforcement and storing on site including cutting, bending and fixing in position and providing all tying wire, spacers, shop drawings and testing,
10. Finish to exposed faces,
11. Work of any cross-sectional area,
12. Work at any height,
13. Curved work,
14. Forming mortices and grouting in,
15. Forming grooves, throats, holes, chases, rebates, chamfers, splayed angles, mouldings and the like,
16. Casting in or cutting and pinning plugs, holdfasts, brackets, and the like.
17. Hoisting to any height and bedding, jointing and pointing,
17. Wall ties.
18. Hollow blocks for ribbed slabs including supply, storage, laying and arranging.
19. Protective coating of hot bitumen in not less than two coats and not less than 2 mm in thickness to surfaces of reinforced concrete occurring under the ground level including necessary undercoating.

20. Taking samples, performing any laboratory tests that may be required by the Engineer and providing certificates of test results.

16. Block works

(A) Measurements:

1. Block work shall be measured net in squared meters. No deductions will be made for voids or openings of less than 0.1 square meters in area.
2. Thickness given refers to the thickness shown on the drawings and no allowance will be made for any additional thickness due to uneven or bad workmanship.
3. Solid block work compression strength test after 28 days = 70 kg/cm².

(B) Rates

Rates for block work shall include for:

1. Labour
2. Supply and storage of cement,
3. Supply and storage of aggregates, water and other materials,
4. Manufacture, curing and supply of blocks,
5. Laying blocks including horizontal and vertical mortar joints,
6. Using closed ends blocks as required by the Engineer at all ends, openings, services locations etc.
7. Work of all classifications in any location,
8. Finishing fair and pointing to exposed faces,
9. Rough and fair cutting,
10. Cutting or leaving holes, chases, grooves, mortices, sinkings and the like and making good, -
11. Cutting and pinning or building in ends of lintels, steps, timbers, rails, brackets, steel sections and the like, and making good,
12. Concrete filling and reinforcing rods to cavities at quoins and door and window openings,
13. Cutting and bonding at angles, intersections and the like.

18. Plastering

(A) Measurements:

Plastering to all areas shall be measured net in squared meters including openings which are less than 0.25 square meters in area.

(B) Rates

The price shall include for running rules:

1. Supply and storage of cement,
2. Supply and storage of aggregates and water,
3. Clearing of walls and other elements to be plastered and spraying with water,
4. Installation of scaffolding and dismantling the same,
5. Mixing and applying plastering to any surface, location, area, width and height, 6. Plastering to jambs and reveals of openings, side of columns, window sills...etc.

7. All narrow widths for taking out joints on block walls or backing concrete face for key, for making good to frames around pipes and other fittings,
8. Making good around steel sections, pipes, tubes, bars, brackets, outlets and the like,
9. Curing,
10. Expanded metal lath, corner mesh, angle beads at all corners and plaster stops at openings, edges, expansion joints, sills,...etc. and where ever needed and according to the instructions of the Engineer,
11. Labour and all incidentals required as specified and/or detailed in Specifications and Drawings.
12. The one meter run of the expansion joint inserted in the bills of quantities is considered as a complete expansion joint from both sides and will not be calculated twice.

20. Metal (Steel and Aluminium) Works

(A) Measurements:

Metal works shall be measured in number or in squared meters as stated in the Bills of Quantities.

(B) Rates

Rates for metalwork shall include for:

1. Labour,
2. Preparing shop drawings,
3. Cutting,
4. Assembling,
5. Welding grinding and joining,
6. Drilling, countersinking, screwing, bolting and riveting,
7. Bedding and painting,
8. Frames,
9. Lugs, plugs, holdfasts and the like,
10. Ironmongery including locks, stoppers, handles, temporarily fixing, refixing, oiling and adjusting,
11. Hardware including cramps, dowels and the like,
12. Preparing surfaces for and painting one coat of primer before fixing,
13. Sealing,
14. Painting to any area or width in any location including work in multi colours and cutting in edges.
15. All other accessories and incidentals required to execute the work.

22. Roof Finishes:

(A) Measurements:

1. All finishes shall be measured superficially net unless otherwise stated clearly.
2. All finishes, except triangular shaped fillets and cement and sand lining to gutters, shall be measured superficially.
3. Rates for the triangular shaped fillets, cement and sand lining to gutters shall be included in the rate of the finished work.

(B) Rates

(1) Rates for cement and sand work shall include for:

1. Supply and storage of cement.

2. Supply and storage of aggregates and water,
3. Mixing,
4. Hacking concrete, applying cement slurry or raking out joints of block work to form key, 5. Application to any surface,
6. Any width or area,
7. Finish to surface,
8. Finish to falls, cross falls and currents,
9. Forming bays including joints,
10. Finish to edges and arises,
11. Making good around steel sections, pipes, tubes, bars, brackets, outlets, and the like,
12. Ends, intersections, ramps, and the like, on fillets,

(2) Rates for waterproofing shall include for:

1. Preparation of surface,
2. Any area or width,
3. Cutting in edges.
4. Over laps, priming and treatment at the corners and floor drains.
5. Dressing over parapets and stub columns including forming groove to receive edge of plasticised bitumen membrane and sealing with elastic sealer.

(3) Rates for roof sheets shall include for:

1. Side and end laps, Fittings including bolts, hook bolts, screws and washers,
2. Sheets of any width or length.

23. Plumbing Work:

(A) Measurements:

1. All plumbing work, except rainwater pipes and water supply pipe work in water points shall be measured by number.
2. Rainwater pipes shall be measured run over fittings.
3. Pipe work in frames to shading sheds shall be measured run over fittings.
4. Water supply pipe works, water distribution pipe works shall be measured each as lump sum.

(B) Rates

(1) Rates generally shall include for:

1. Shop drawings,
2. Cutting and forming all chases, recesses, holes, and the like,
3. Pipe sleeves,
4. Building of concrete and/or brick ducts in floors, walls ...etc.,
5. Excavation, forming of trenches for services, concreting, bedding and back filling and ramming after laying,
6. Fixing brackets, clips, holder bats, hangers, and the like,
7. Temporary and final fixing,
8. Nails, screws, bolts, nuts, washers, holes, plugs, sleeves and the like,

9. Building in or cutting and pinning,
10. Testing and drawings,
11. Painting,
12. All work of other trades in connection with plumbing work including all making good.
- (2) Rates for building of manholes and pits shall include excavation, concrete, benching, plastering, backfilling and cover as per Drawings and Specifications,
- (3) Rates for sanitary fittings, isolated taps and gullies shall also include for:
 1. All pipe work in connection therewith and connections thereto including connection to the nearest manhole or gully and to the cold water storage tank.
- (4) Rates for pipe work including pipe work in frames to shading sheds shall include for:
 1. Joints in the running length,
 2. Nipples, connections, sockets, ferrules, couplings, back nuts, unions, and the like,
 3. Bends, elbows, tees, reducers, access doors, cleaning eyes, blank caps, stop valves, and the like,
 4. Welded joints and connections including grinding,
 5. Lagging and wrapping,
 6. Excavation, bedding and backfilling.

24. Electrical Work:

(A) Measurements:

1. All electrical work shall be measured by number, unless otherwise stated.

(B) Rates

- (1) Rates generally shall include for:
 1. Shop Drawings
 2. Cutting or forming all chases, recesses, holes, and the like,
 3. Conduit sleeves,
 4. Fixing brackets, clips, holder bats, hangers and the like,
 5. Temporary and final fixing,
 6. Excavation for and lying of cable carrying pipes, bedding, concreting, backfilling and compacting,
 7. Building of manholes, pits, etc.,
 8. Building of concrete and/or brick ducts,
 9. Nails, screws, bolts, nuts, washers, holes, plugs, and the like,
 10. Building in or cutting and pinning,
 11. Testing and drawings,
 12. Painting,
 13. Excavation, forming of trenches, bedding, backfilling and compacting,
 14. All work of other trades in connection with electrical work including all making good.

Rates for fittings, switches, and fuse boards shall include for:

1. Conduit and wiring to and between fittings, switches, and fuse boards (except connections to supply company's main) including all fittings, boxes, connectors and the like and making connections,
2. Lamps, bulbs, tubes and the like,
3. Plates and covers.

The rate for the connection to the supply company's main shall include for:

4. All the supply company's charges for making the connection to the main,
5. Wiring or cabling between the supply company's main and the distribution board, 3. Underground conduit and junction boxes including excavation, bedding and backfilling, 4. Poles including insulators.

26. Paintings and Decorating:

(A) Measurements:

1. Painting and decorating to walls, ceilings and the like shall be measured net in squared meters,
2. Painting and decorating to all other surfaces, items and things are included in the items of surfaces, items and things, will not be measured separately.

(B) Rates

Rates for painting and decorating work shall include for:

1. Preparation of surface including puttying, sealing and priming,
2. Any area or width,
3. Any location,
4. Work in multi colours,
5. Cutting in edges,
6. Any taping and covering to protect areas and others.

29- Demolishing and Alterations:

(A) Measurements:

1. Unless otherwise stated, old materials shall be understood to stay the property of beneficiaries; setting aside and storing of such materials shall be given in the description.
2. Removing individual fittings, fixtures, engineering installations or the like from an existing structure shall be given as an item, stating the size, or enumerated.
3. Those required to be set aside for reaffixing shall be so described.
4. Removing finishing or coverings to existing structures shall be given as Items, indicating the quantity, or in square meters. Stating the nature of the finishing or coverings.
5. Demolishing individual structure or part thereof, shall be given as an item, stating the dimensions. Alternatively, demolishing all structures on site may be given one item.
6. Cutting opening in existing structures and alterations to existing structures shall be given either as an item or a number. Stating the size of the opening and the type and thickness of the existing structure.
7. Making good all work damaged shall be understood to be included. The provision of new lintels shall be included in the description of such work. The provision of temporary screens and coverings to protect the existing structure shall be understood to be included in the demolishing and alteration items.
8. Shoring incidental to demolishing and alterations, together with clearing away and making good all work damaged shall be understood to be included. Shoring, other than that incidental to demolishing and alterations. Shall be given as an item stating

the location; clearing away and making good all work damaged shall be understood to be included.

(B) Rates

Rates shall include for:

1. Labour, materials and plant.
2. Temporary propping or shoring incidental to the Work.
3. Protection of adjacent buildings.
4. Temporary screens and protection of remaining finishing and structures.
5. Clearing all debris from site.
6. Making good finishes and structures.
7. Disposal of old materials by Contractor unless otherwise stated in the description.

BILL OF QUANTITIES

Tender Structure and Evaluation Approach

1. Tender Division by Lots

This tender is divided into two (2) lots. Each lot represents a distinct scope of work and will be treated as a separate contract.

2. Separate Evaluation and Award

Each lot will be evaluated independently based on the criteria specified for that lot. Bidders may submit offers for one or more lots. However, the evaluation and potential award of each lot will be conducted separately, and the awarding of one lot does not imply or guarantee the awarding of any other lot to the same bidder.

3. Submission Requirements

Bidders must submit a separate financial proposal for each lot they wish to bid on. Each proposal must clearly indicate the lot number and title.

4. Contract Award

Contracts may be awarded to different bidders for different lots. The contracting authority reserves the right to award one, multiple, or no lots, depending on the evaluation results and budget availability.

LOT 1**Barbados Defence Force**

Rehabilitation of Stores [Coast Guard Armoury].

[Contract Number]

Estimated Duration:

Item No.	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
1	Metalwork				
1	Supply and install steel cabinet H1.5m x D0.3m x W1.0m complete with 6 steel shelves. Cabinet to be affixed to the floor with rawl bolts.	no.	2		
2	Fabricate and install shrouds on hinges and padlock hasp to external door	no.	1		
	SUBTOTAL 1				
2	Misc. Items				
1	Unloading tube as per technical specifications.	no.	1		
2	9 KG ABC rechargeable fire extinguishers.	no.	2		
3	Fire Hazard Division sign "4" as per specifications.	no.	1		
	SUBTOTAL 2				
	TOTAL				
	GST/VAT/TAXES ([pp]%)				
	GRAND TOTAL INCLUDING TAXES				

Rehabilitation of Stores [Special Operations Company].
[Contract Number]

**Estimated
Duration:**

Item No.	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
1	Metalwork				
1	Supply and install steel cabinet H1.5m x D0.3m x W1.0m complete with 6 steel shelves. Cabinet to be affixed to the wall and floor with rawl bolts.	no.	4		
2	Supply and install steel door and meshed screen according to the drawings attached. To be securely affixed to the existing concrete work.	no.	1		
	SUBTOTAL 4				
2	Misc. Items				
1	Unloading tube as per technical specifications.	no.	1		
2	9 KG ABC rechargeable fire extinguishers.	no.	2		
3	Fire Hazard Division sign "4" as per specifications.	no.	1		
	SUBTOTAL 5				
	TOTAL				
	GST/VAT/TAXES ([pp]%)				
	GRAND TOTAL INCLUDING TAXES				

Rehabilitation of Stores [St Ann's Fort Armory & Ammo Stores].
[Contract Number]

**Estimated
Duration:**

Item No.	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
10	External Work & Finishes				
10.4.	Supply and install firmly to approved position barreled unloading bay (See Drawing).	No.	1.00		
10.11.	Metallic visibility board (details and inscriptions attached), To be attached to the wall, at approved location.	No.	1.00		
10.14.	Supply and install 9 kg ABC powder fire extinguisher including cabinet/box for external mounting positioned outside store.	No.	1.00		
10.15	Fire Hazard Division sign "4" as per specifications.	No.	1.00		
	SUBTOTAL 5				
	DISCOUNT				
	TOTAL				
	GST/VAT/TAXES ([pp]%)				
	GRAND TOTAL INCLUDING TAXES				

LOT 2

Barbados Police Service

BoQ for Rehabilitation Works, Central Police Station and Armoury Contract No.					Estimated Duration:
Item No.	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
1	Central Police Station and Armoury				
1	SUPERSTRUCTURE WORKS				
1.1	Supply and transport standard 20 feet metallic container in good condition to modification yard.	L.S.	1.00		
1.2	Transport and delivery of modified container to final site/location	L.S.	1.00		
	SUBTOTAL 1				
2	ROOFING AND RAINWATER DISPOSAL				
2.1	Corrugated roofing sheets prepainted external face; fix to roof purlins with appropriate rubber washers and minimum 50mm roofing screws.	m ²	28.60		
2.2	Ditto, ridge capping to match.	m	7.50		
2.3	Trusses as per drawings (50mm x 100mm) including one rustproof coat, two finishing coats of gloss oil paint in approved colours. Trusses to include appropriate sized cleats welded to trusses with bolts to fix purlins to trusses.	No.	4.00		
2.4	50mm x 100mm Z purlins	m	60.00		
	SUBTOTAL 3				
3	Metal, Door & Frames				
3.1	Internal protection for openings : steel sheet (4 mm), including mesh protection to underside , rustproof coat, two finishing coats of gloss oil paint in approved colours. Dimensions: 500 mm x 300 mm height .	No	12.00		
3.2	Cutting opening in container lateral faces. Dimensions: 200 mm x 100 mm.	No.	12.00		
3.3	Cut lateral face and install Steel Door with framing	No.	1.00		
3.4	<p>Fabricate, supply, deliver, and erect a steel staircase providing access to the upper container, similar in design and dimensions to the existing staircase currently on site.</p> <p>The staircase shall include stringers, treads, risers (if applicable), landing (if required), handrails, guardrails, balustrades, base plates, anchor bolts, and all necessary brackets, stiffeners, connections, and fixings required for a complete and stable installation.</p> <p>All steelwork shall be properly prepared and finished with: One (1) coat of approved rust-proof (anti-corrosive) primer Two (2) coats of approved oil-based finishing paint</p> <p>Paint shall be applied to all exposed steel surfaces after proper surface preparation, including cleaning and removal of rust, scale, oil, and debris.</p> <p>The rate shall include fabrication, transport, lifting, installation, welding, bolting, touch-up painting after erection, and all labour, materials, tools, equipment, and incidentals necessary to complete the works.</p>	No.	1.00		
	SUBTOTAL 3				
4	Electricity and Lighting				

4.1	Supplying and installing MDB electrical switch board consists of cabinet, including wiring, bus bars, conduits, bolts, clamps, terminal blocks, cable ends and shoes, protection covers, numbering and name plates. The frame work is made of galvanized steel sheets 2mm thickness, painted by antistatic and insulation paint type is MOLLER or approved equivalent with high degree of protection. The work includes installations and assembling the needed fittings from the items listed below. Including 03 No of single phase fuse switches.	L.S.	1.00		
4.2	Supply, install, connect and test of earthing system complete in all respect including Earthing Rods, inspection pits, welding, Earthing cables, test links, equalizer bars, excavation and backfilling and all necessary steps and ancillary works related with earthing installation to provide appropriate grounding resistance.	L.S.	1.00		
4.3	Supplying and installing fluorescent lighting fixture including 120 cm day light lamps, 3X1.5 mm2 wires, conduits, chock coils, starters, capacitors, clamps, bolts, connection boxes and all needed accessories to complete the job.	No.	4.00		
4.4	Supply and install LED security light with integral photocell (dusk-to-dawn control) to corners of container. Include for all wiring and conduits.	No.	4.00		
4.7	Supplying and installing socket outlet (2P+E) 10/16A, including 3x2.5mm2 wires, covers, conduits, bolts, clamps, and connection boxes, complete with all accessories for connection and commissioning.	No.	4.00		
4.8	Supplying and installing electrical ceiling rotating fan 110V\125W, with its wires, conduits, switch, connections.....etc.	No.	2.00		
SUBTOTAL 4					
5	Painting				
5.1	On metal (Container): Prepare and apply one rustproof coat, two finishing coats of gloss oil paint in approved colours to all metal surfaces	m ²	60.00		
SUBTOTAL 5					
6	External Work & Finishes				
6.1	Fence comprising: • Chain-link fence 1.800 mm high; comprising 10 gauge galvanised chain-link : 50 x 50 x 4mm thick, including one line of tensioners(middle); • Top and bottom bar to be 19mm dia. galvanised pipe welded on both ends; • Vertical poles to be 50mm dia. galvanised pipe with crabs welded at base and steel cap at top to prevent water intrusion. Poles to be set in 300mm x 300mm x 500mm deep concrete foundation. • Every 3500 mm, beginning, end, any wall direction change, angle line poles IPN 80 including 300 mm x 300 mm x 500mm deep concrete foundation (250 kg of cement per C.M. of concrete) ; • Roll of concertina barbwire at the top, on "Y" metallic bracket 500 mm high; including all means to complete the job.	m	25.00		
6.2	Supply and install pedestrian entrance gate, size 2000 mm x 1800 mm high (Chain link on pipes frame) including supporting IPN 100 poles, handles and locks.	No.	1.00		
SUBTOTAL 6					
7	MISC.				
7.1	Block vents internally with steel ring with heavy steel mesh attached. Metal to be painted with one (1) coat of rust-preef (anti-corrosive) and two (2) coats of black oil paint	No.	4.00		
7.2	Supply and install 9 kg ABC powder fire extinguisher for external mounting positioned outside store.	No.	1.00		
7.3	Supply and install Barrelled unloading bay	No.	1.00		
7.4	Fire Hazard Division sign "4" as per specifications.	No.	2.00		
SUBTOTAL 7					
GRAND TOTAL					

BoQ for Rehabilitation Works, District A Complex Contract No.					Estimated Duration:
Item No.	DESCRIPTION	UNITS	QTY	RATE	AMOUNT
1	District A Complex, Barbados Police Service				
1	PREPARATION, EARTHWORKS, REMOVALS				
1.1	Remove and cart away the existing wooden door together with door frame	No.	1.00		
SUBTOTAL 1					
2	CAMERA SYSTEMS				
2.1	Supply and installation of interior dome or bullet type security cameras, with the following characteristics: 1/3" (1/2.7") CMOS image sensor. The lens should have a focal length of 2.8 - 12 mm. 4MP color resolution with face detection. Night vision with infrared (IR) lights or minimum illumination, for visibility between 30 to 50 m. H.264, H.265 video compression. High resistance to impacts or vandalism, IK10. Cameras to be attached to existing CCTV system. Include for all hardware needed to facilitate the interconnection.	No.	5.00		
2.2	Cable/wires needed to connect the camera and all CCTV system equipment, video cables, power cables. Includes other accessories required for implementation.	Mtrs	200.00		
2.3	Operation and maintenance manuals, as well as proof of training for personnel.	No.	1.00		
2.4	Integration, operational tests and commissioning of the video surveillance system, to be delivered under the "turnkey" system.	No.	1.00		
SUBTOTAL 2					
3	Metal, Door & Frames				
3.1	Unplated door with hatch (150 mm x 300 mm) and protection mesh (09 square tubes 35 mm x 35 mm x 3 mm l=2100 mm vertically, 04 square tubes 35 mm x 35 mm x 3 mm l=900 mm horizontally, plated hatch, protection mesh - thickness 2 mm minimum, spacing 15 mm maximum) including handles, rings, locks, rustproof coat, two finishing coats of gloss oil paint in approved colours. Include for door frame as well. Door frame to be securely fixed to existing concretework. See Drawing.	No	1.00		
3.2	Unplated door with hatch (150 mm x 300 mm) and protection mesh (09 square tubes 35 mm x 35 mm x 3 mm l=2100 mm vertically, 04 square tubes 35 mm x 35 mm x 3 mm l=900 mm horizontally, plated hatch, protection mesh - thickness 2 mm minimum, spacing 15 mm maximum) including handles, rings, locks, rustproof coat, two finishing coats of gloss oil paint in approved colours. See Drawing. Include for same material around to 2.6m x 1.5m to enclose area. Metalwork to be firmly attached to existing concrete via expansion bolts or crabbbed into the concrete.	No.	1.00		
3.3	Supply and erect 50mm dia. Galvanized pole 2.0m in length. Pole to be set in 300mm x 300mm x 500mm deep concrete foundation.	No.	1.00		
SUBTOTAL 3					
4	External Work & Finishes				
4.1	Supply and install pedestrian entrance gate, size 2600 mm x 1800 mm high (Chain link on pipes frame) including supporting IPN 100 poles, handles and locks.	No.	1.00		
4.2	Supply and install Barrelled unloading bay	L.S.	1.00		
7.4	Fire Hazard Division sign "4" as per specifications.	No.	2.00		
4.3	Supply and install 9 kg ABC powder fire extinguisher for external mounting positioned outside store.	No.	1.00		

	SUBTOTAL 4		
GRAND TOTAL			

DRAWINGS

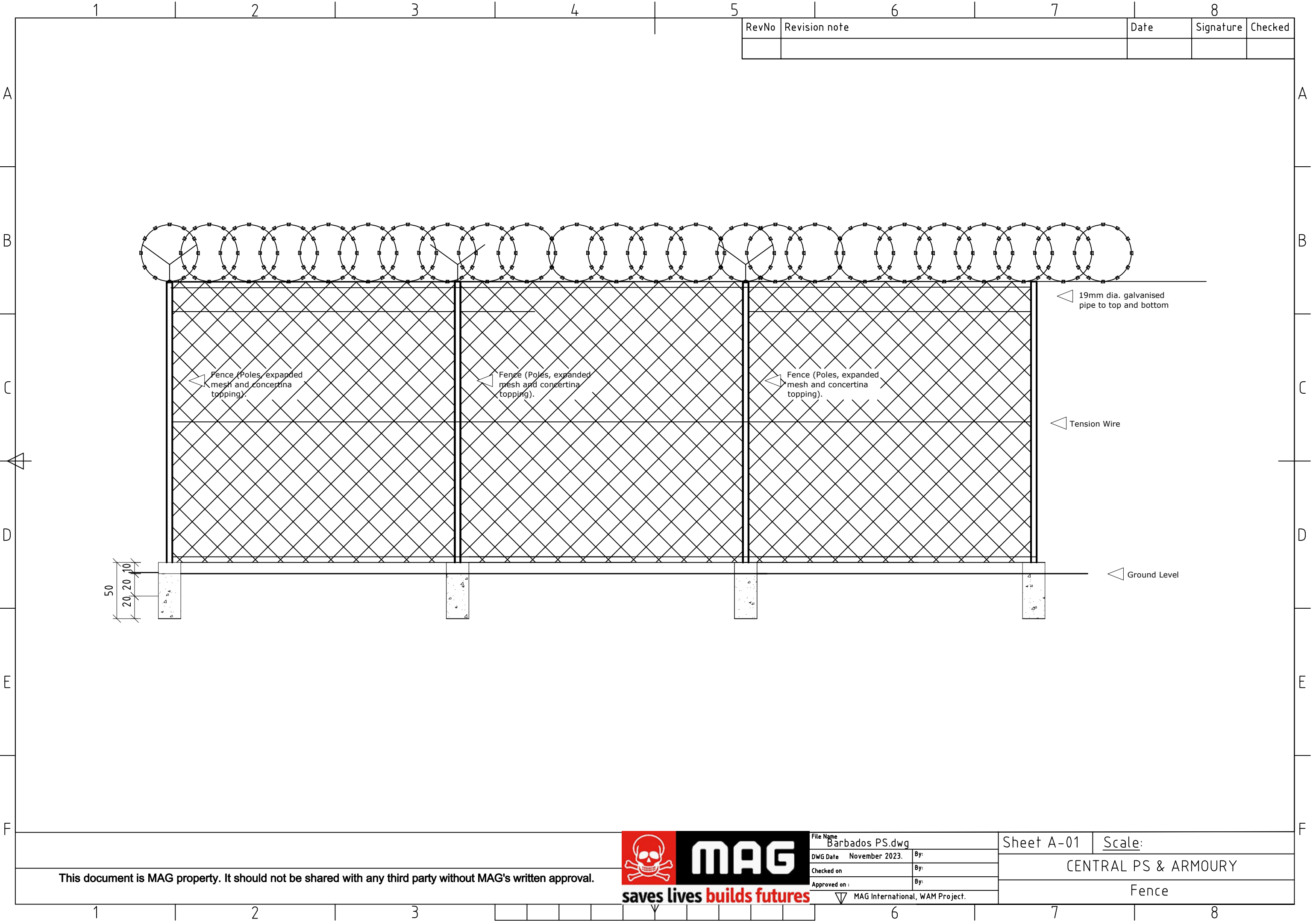
For security reasons, Floors plans will not be made available to bidders. Only the Bills of quantities and equipment designs and specifications will be made available for bidding purposes.



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**BARBADOS POLICE SERVICE.
CENTRAL POLICE STATION AND ARMOURY
MAG CARIBBEAN - 2026.**



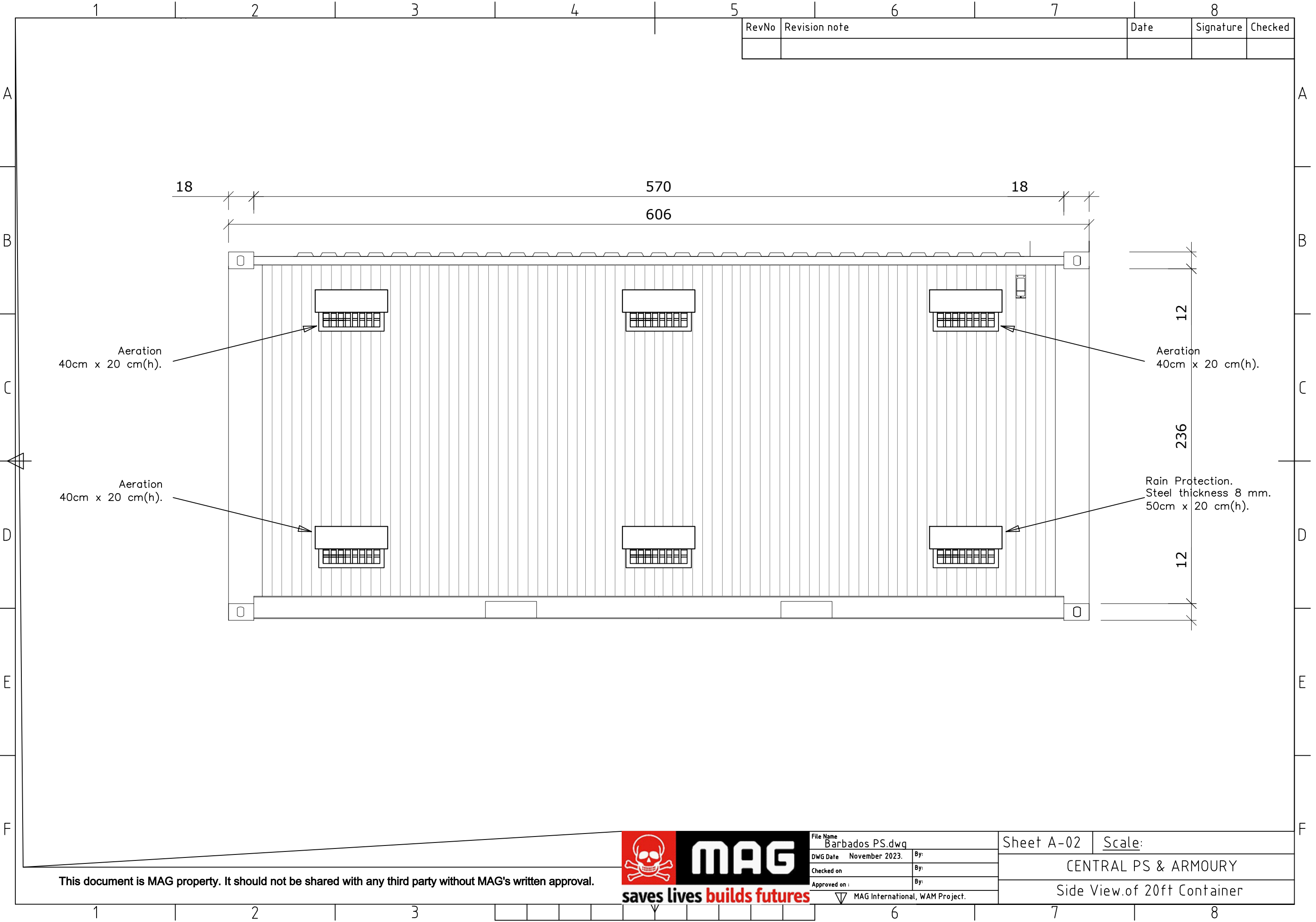
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File Name	Barbados PS.dwg		
DWG Date	November 2023.	By:	
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Sheet A-01	Scale:
CENTRAL PS & ARMOURY	
Fence	



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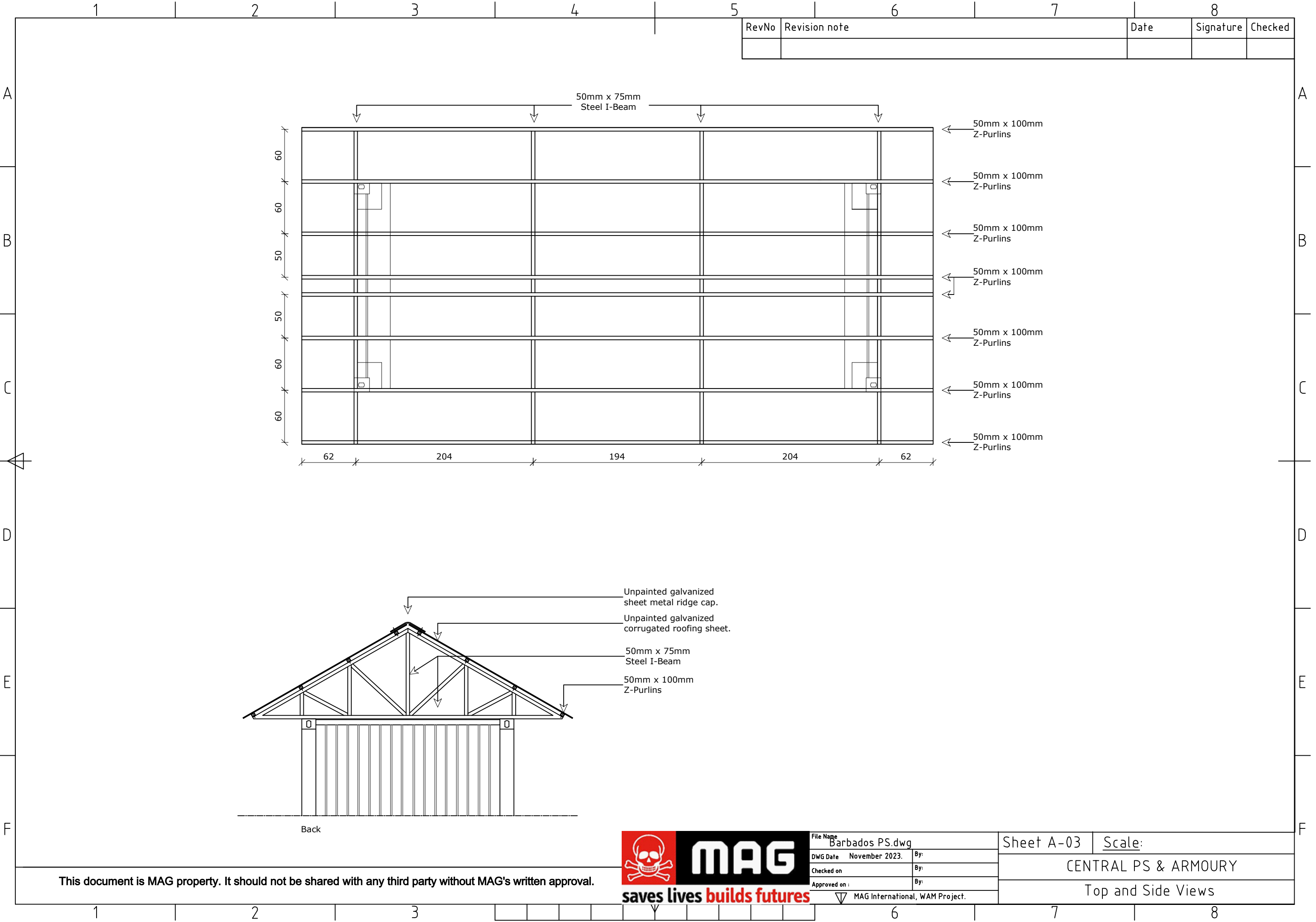


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Sheet A-02	Scale:
CENTRAL PS & ARMOURY	
Side View.of 20ft Container	



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Sheet A-03	Scale:
CENTRAL PS & ARMOURY	
Top and Side Views	

					RevNo		Revision note		Date	Signature	Checked



File Name					Barbados PS.dwg		Sheet A-04	Scale:		
DWG Date					November 2023.		By:		CENTRAL PS & ARMOURY	
Checked on					By:				Steel Staircase	
Approved on :					By:					
					MAG International, WAM Project.					

