

## VOLUME 2

### SECTION 3

### SPECIAL CONDITIONS

#### CONTENTS

These conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions. Other Special Conditions should be indicated afterwards.

#### Article 2 Language of the Contract

- 2.1 The language used shall be English.

#### Article 4 Communication

- 4.1 The contact persons, addresses of the Parties, their other contact details, the documents to provide and the procedure to be used by the Parties for communication are the following:

Contracting Authority: Government of St. Vincent and the Grenadines

*Represented by:*

The National Authorising Officer  
European Development Fund Operations  
Administrative Building Kingstown, St. Vincent  
Tel: (784) 457-2182  
Fax: (784) 456-2430  
E-mail: [edfpmcu@vincysurf.com](mailto:edfpmcu@vincysurf.com)

Supervisor: The Project Manager – Head of Unit/ Infrastructure Specialist  
EDF/PMCU  
Administrative Building  
Kingstown, St. Vincent

Supervisor's Representative  
for Supervision of the  
works:

Moulton Mayers Architects  
McKies Hill Kingstown,  
St. Vincent  
Tel: (784) 457-2072  
Fax: (784) 457-2290  
E-mail: [mayersarch@vincysurf.com](mailto:mayersarch@vincysurf.com)

Contractor: .....

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Tel:

Fax:

E-mail:

## **Article 5 Supervisor and Supervisor's representative**

- 5.1 The Supervisor shall carry out the duties specified in the contract. Except as expressly stated in the contract, the Supervisor shall not have authority to relieve the Contractor of any of his obligations under the contract.

In particular, the Supervisor shall obtain the specific approval of the Contracting Authority before taking any of the following actions specified in the GC:

~~(a) issuing a variation under Article 37 and documents under Article 8.3, except in an emergency;~~

(b) determining an extension to the period of performance under Article 35.

- 5.2 The role of the project supervisor's representative shall be to supervise and inspect works and to test and examine the materials employed and the quality of workmanship. Under no circumstances will the project supervisor's representative be empowered to relieve the Contractor of his obligations under the contract or – order works resulting in an extension of the period of performance or additional costs to be paid by the contracting authority or introduce variants in the nature or scale of the works.

The resources available to the Supervisor and his representative shall be as specified in Section 1 of the Technical Specifications.

- 5.4 Instructions and/or orders issued by the Supervisor shall take the form of administrative orders. Such orders shall be dated, numbered and entered by the Supervisor in a register, and copies thereof delivered by hand, where appropriate, to the Contractor's representative.

## **Article 7 Subcontracting**

- 7.3 In the selection of subcontractors, the Contractor will give preference to natural persons, companies or firms of ACP States capable of implementing the tasks required on similar terms.
- 7.9 The Contractor shall not be required to obtain the approval of the Contracting Authority for:
- (a) The provision of labour;
  - (b) The purchase of materials which are in accordance with the standards specified in the Contract.

## **Article 8 Documents to be provided**

- 8.1 All method statements, claims, construction drawings, design changes and work plans shall be submitted to the Contract Supervisor for approval.

The Supervisor is required to provide the contractor with comments on any submission within 14 calendar days of delivery to the Supervisor's representative.

## **Article 9 Access to the site**

- 9.1 The Contractor is reminded that there is a Head of Delegation of the European Commission in the state of the Contracting Authority. The Contractor is obliged to give the Head of Delegation free access to its sites, factories, workshops, etc., and generally assist the Head of Delegation, like the project Supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the Head of Delegation.

All correspondence between the Contractor and the Contracting Authority or project Supervisor must be copied, for information, to the Head of Delegation of the European Commission at the following official address:

*European Union Delegation in Barbados & The Eastern Caribbean  
Palm Beach Corporate Center  
Hastings  
Christ Church  
Barbados*

The contractor must establish his own temporary construction access to the site and must not use the existing vehicular access. On completion of the works this access must be removed and the site put back to its original condition.

The contractor must take into account when preparing the programme of implementation required by Article 17 thereof, the continuing operation of the Hospital throughout the entire contract period. All costs associated with this condition must be included in the contractor's prices.

In addition, the contractor must take into account that work to the existing theatres at the Milton Cato Memorial Hospital must not commence until after completion of the works to the existing maternity area to provide the temporary surgical theatres.

## **Article 12: General obligations of the Contractor**

- 12.1 The Contractor shall give prompt notice to the Supervisor, with a copy to the Contracting Authority, of any error, omission, fault or other defect in the design of or Specifications for the Works which he discovers when reviewing the Contract or executing the Works.

The Contractor shall be permitted to Import free of customs duty the materials and equipment and other things required for the incorporation in the permanent works provided that the quantities thereof shall be approved by the Supervisor and the requisite Government procedures for such duty free importations are followed.

The Contractor will be responsible for making the necessary arrangements for all materials and equipment to be imported for use in the Works and shall pay the customs service charges and port charges, and all other similar charges. Ports Dues and Charges shall not be recoverable.

- 12.4 All personnel employed by the Contractor in St. Vincent and the Grenadines will be liable to pay all taxes levied by the Government of St. Vincent and the Grenadines on PAYE and the Contractor shall perform such duties in regard to the deduction thereof as may be lawfully imposed upon him.

The Contractor shall be responsible for the return to the place where they were recruited, or to their domicile, of all such persons as he recruited and employed for the purpose of or in connection with the Contract and shall maintain such persons as are to be so returned in a suitable manner until they have left the Site or in the case of persons who are not nationals of and have been recruited outside of St. Vincent and the Grenadines shall have left St. Vincent and the Grenadines.

The Contractor shall be responsible for ascertaining the extent and incidence of all taxes, custom rates, dues and all other charges payable in accordance with applicable St. Vincent and the Grenadines Statutes, Ordinances, Laws, Regulations and Bye-Laws and shall give all notices in compliance therewith unless otherwise stipulated for this Contract.

- 12.6 The documents forming the Contract as listed in Item 2 of the Contract Form shall be placed at the disposal of the Contractor. All documents placed at the disposal of the Contractor shall be returned to the Supervisor on completion of the Contract.
- 12.8 The visibility measures must comply with the rules laid down in the Communication and Visibility Manual for EU External Actions published by the European Commission: [http://ec.europa.eu/europeaid/work/visibility/index\\_en.htm](http://ec.europa.eu/europeaid/work/visibility/index_en.htm).

### **Article 13: Superintendence of the works**

- 13.4 The Contractor may be requested, at any time during the performance period, to submit evidence to the Supervisor to the effect that his key personnel are sufficiently experienced to execute their duties fully in accordance with the requirements of the contract.
- 13.5 Should it become necessary for a key member of the Contractor's staff to permanently leave the site during the period of performance, the Contractor shall arrange for his/her replacement by a person of at least equal ability and experience acceptable to the Supervisor.

### **Article 15 Performance guarantee**

- 15.1 The amount of the performance guarantee will be 10% of the amount of the Contract and any addenda thereto.

### **Article 16 Insurance**

- 16.4 The minimum amount of insurance covering liability with regard to risks and civil liability insurance shall be EC\$2,000,000.00 per accident with the number of occurrences unlimited.
- 16.7 The maximum deductible for any of the insurances under Article 16 shall not exceed 1% of the amount of the insurance.

### **Article 17 Programme of implementation of tasks**

- 17.1 MCMH: Work on the kitchen, Female Surgical Ward and ICU and Maternity Ward 'A' will be done simultaneously. Work on the Operating Theatre will commence only after the completion of work on Maternity Ward 'A'.

A proposal for a performance programme and a method statement showing how the Contractor proposes to carry out the works, including the grounds for the proposed programme, shall be attached to the tender.

Any amendments to the programme or method statement may, if accepted by both parties, be included in the contract.

Within 30 days of notification of the award of the contract, the contractor must draw up and submit for approval by the supervisor a finalised programme for performance of the contract, broken down by type of work and by month, including the following:

- A detailed description of staff with supervisory responsibilities, given names, qualifications and curricula vitae;
- The critical path network in which the contractor proposes to carry out the works, broken down by type of work and by month and including estimates of requirements of labour, supplies, equipment, water and the like – with clear linkages between work activities, preceding and succeeding and “float” time;
- A bar chart or similar, of sufficient detail required by the supervisor, in a way that progress of the works, at each stage of construction of each element of the works can be monitored, relative to weeks of the period of performance;
- A plan of how the sites will be organised and equipped;
- A general description of the methods the contractor proposes to carry out the design, manufacture, delivery, erection, testing and commissioning of the Works;
- A corresponding chart indicating the programmed cash flow.

These documents shall be returned to the contractor after approval by the supervisor, together with any pertinent comments, within ten days of their receipt by the supervisor unless the contractor is invited to a meeting on the matter by the supervisor, notification of which must be given within ten days.

As the works progress, the contractor shall draw up and submit for the approval of the supervisor the documents described below:

- In the case of docks and other structures in reinforced concrete, the contractor shall be required to take the necessary soil samples before starting work on the foundations. The results of these samples and the calculations concerning the foundations must be submitted to the supervisor in triplicate one month before construction of the structures to which they relate gets under way.
- The detailed drawings and construction drawings and any other documents or materials specified in the contract documents or that are necessary for the successful performance of the contract, in particular drawings, calculation booklets and reinforcement plans for structures in reinforced concrete shall be drawn up by the contractor at his expense. The detailed drawings and the drawings concerning construction and reinforcement, the calculation booklets and any other documents or materials to be supplied by the contractor shall be submitted, in triplicate, to the supervisor for approval one month before constructions of the structures to which they relate gets under way.
- The drawings, calculation booklets and any other documents or materials to be supplied pursuant to the above two indents shall be returned to the contractor within 15 days of receipt by the supervisor, endorsed as approved or together with his comments.

The contractor must correct or amend the documents, drawings, calculation booklets, etc. that have been submitted to the supervisor for approval in accordance with the supervisor's comments within 15 days of receipt of any such comments. Any documents, drawings, calculation booklets, etc. thus corrected or amended shall be resubmitted to the supervisor for approval through the same procedure. The supervisor's approval shall in no way relieve the contractor from any of his contractual obligations.

- 17.4 Subject to any provisions to the contrary contained in the contract none of the permanent works shall save as hereinafter provided, be carried out during the night or on Sundays without the permission in writing of the Supervisor's Representative (the granting whereof shall be at the Supervisor's absolute discretion), save when such work is unavoidable or absolutely necessary for the saving of life or property or for the safety of other works in which case the Contractor shall immediately advise the Supervisor's Representative

thereof. Provided always that the provisions of this article shall not be applicable in the case of works, which are customarily carried out by rotary or double shifts.

17.5 (a) Should the Contractor decide to introduce working overtime beyond the normal statutory hours of work, prior approval shall be requested from the Supervisor, which approval shall not be unreasonably withheld.

(b) In the event that overtime working is approved, revision of labour costs shall not be allowed in respect of such overtime unless agreed by the Supervisor that the work involved was necessitated by factors beyond the control of the Contractor.

17.6 Not later than 30 days after the notification of award of contract, the Contractor shall submit to the Supervisor for approval, full details and particulars of the sites that the Contractor proposes to use as site camps including site offices, residential quarters, plant yards, etc. The Supervisor shall give his approval as early as possible, and within a period of 60 days after their reception.

## **Article 19 Contractor's drawings and execution studies**

19.1 During the performance of the contract, the Contractor shall draw up and submit the following documents for the project supervisor's approval:

- In the case of reinforced concrete structures, the Contractor shall carry out the requisite soil surveys before commencing work on the foundations. The Contractor must submit the results of these surveys and the calculations for the foundations, in triplicate, to the project supervisor at least one month before commencing construction of the works in question.

- The Contractor shall prepare, at his own expense, all design and construction drawings and other documents and objects necessary for the proper execution of the contract, and in particular drawings and design calculations and the reinforcement drawings for reinforced concrete structures. The Contractor shall submit, in triplicate, construction, design and reinforcement drawings, design calculations and any other documents or objects he is to provide for the project supervisor's approval at least one month before commencing construction of the works in question.

- Within 15 days of receiving the drawings, design calculations, objects and other documents required under the previous two indents, the project supervisor shall return them to the Contractor with either his endorsement or his remarks.

- The contractor must provide the following shop drawings:

- Structural Steel roofing
- Doors and Windows
- A/C Ductwork
- Electrical Circuit Wiring
- Any other shop drawings as requested from time to time by the Supervisor

19.3 Within 15 days of being notified of the project supervisor's remarks, the Contractor shall make the requisite corrections, adjustments etc. to the documents, drawings, design calculations etc. The corrected or adjusted documents, drawings, design calculations etc. shall be resubmitted for the project supervisor's approval under the same procedure.

The project supervisor's approval in no way diminishes the Contractor's liability.

19.8 The Contractor shall also prepare as-built drawings in digital and A1 format of the following subjects:

- Plumbing Installation
- Electrical Installation
- A/C Installation
- Site soil and Waste Installation
- Site Services Distribution

Drafts of the as-built drawings shall be submitted to the Supervisor in two copies not later than 30 days prior to the provisional acceptance of the works.

After correcting the drawings in accordance with the Supervisor's comments and remarks, the Contractor shall submit within 30 days the approved drawings in one original and five copies to the Supervisor. The original of the drawings shall be submitted in a digital format.

## **Article 22: Safety on sites**

- 22.1 The Contractor shall have the right to forbid access to the site to any person not involved in the performance of the contract, with the exception of persons authorised by the Supervisor or the Head of Delegation.
- 22.5 The Contractor shall ensure, as far as is reasonably practicable and to the satisfaction of the Supervisor, the health, safety and welfare at work of his employees including those of his sub-contractors and all other persons on the site. His responsibilities shall include:
- a) to ensure that plant, equipment, materials and methods of work are safe and maintained in such a manner as to avoid any risk to health or injury;
  - b) the execution of suitable arrangements for ensuring safety and eliminating of risks to health in connection with the use, handling, storage, transport and disposal of articles and substances;
  - c) the provision of protective clothing, tools, equipment, first aid stations, security personnel, notices and notice boards, instructions, training, etc. as necessary to protect the health and ensure the safety of all workers and other persons on site;
  - d) the designation as safety officer of one of his senior staff who shall have specific knowledge of safety regulations, and experience of safety precautions on similar works and who shall advise on all matters affecting the safety of workmen and on measures to be taken to promote such safety;
  - e) the adoption of all necessary measures to ensure that access and movements on site are safe, and without risks of accidents;
  - f) the provision of adequate waterborne sanitation, refuse collection and disposal, complying with the laws, local by-laws and regulations and to the satisfaction of the Supervisor, for all houses, offices, workshops and laboratories erected on site;
  - g) the provision of an adequate number of suitable latrines and other sanitary arrangements at sites where work is in progress to the satisfaction of the health authorities in the area and of the Supervisor;
  - h) the execution of appropriate measures (in consultation with the appropriate health authority) on site, for the eradication of mosquitoes, flies and pests including the spraying of suitable chemicals on the breeding areas;
  - i) the provision of effective fire preventive measures and the installation of adequate fire fighting equipment which shall be sufficiently protected from the weather;
  - j) the reporting details of any accident to the Supervisor and the competent authorities as soon as possible after its occurrence;

- k) the compliance with the relevant factory acts and labour laws ruling at the time of the contract.

The Supervisor shall have the power to suspend operations under the contract whenever he considers that the Contractor's safety provisions are inadequate. Such a suspension shall not be grounds for any claims for additional payment nor any extension of the performance period of the Contract by the Contractor.

#### **Article 27 Demolished materials**

- 27.2 Demolition materials become the property of the Contractor and shall be disposed of according to instruction from the Contract Supervisor.

Any Equipment removed become the property of the Contracting Authority and shall be disposed of according to instruction from the Contract Supervisor.

#### **Article 29 Temporary works**

- 29.2 The design of all temporary works is the responsibility of the Contractor.

#### **Article 33: Commencement order**

- 33.1 The contract shall enter into force when it is signed by the contractor. Performance of the contract shall begin on the date specified by the contracting authority via an administrative order forwarded by the project supervisor.

#### **Article 34 Period of implementation of tasks**

- 34.1 The period of implementation for the whole contract shall be:  
Lot 1 - must be completed and handed over to the Employer within 12 months.  
Lot 2 – must be completed and handed over to the Employer within 12 months.

#### **Article 36 Delays in the implementation of tasks**

- 36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10 % of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

#### **Article 39 Work register**

- 39.1 The work register will also include all failings or incidents resulting in a significant impact on the environment or in an accident or incident with the local community and the corrective measures taken."
- 39.2 The format and content of the statements shall be agreed between the Supervisor and the Contractor within 30 days of the notification of the award of Contract.
- 39.6 In amplification of Article 39 of the GC, the following items shall be provided monthly by the Contractor to the Supervisor:
- a) A list of plant and equipment on the site duly identified;
  - b) A list of numbers and categories of staff and labour on the site;
  - c) A record of the major quantities of works carried out during the previous month.

The Contractor shall provide the following information to the Supervisor monthly on a daily basis:



- d) the number and type of workers employed for each type of work and/or on each part of the site (labour return);
- e) the equipment and plant for each type of work and/or each part of the site, (equipment return). The report shall show the periods during which the equipment/plant was working, in working order but standing idle and out-of-action/under repair;
- f) maintenance of equipment and spare parts used.

For any equipment or plant arriving on the site, the Contractor shall, in the statement following the arrival date, provide full information on:

- the date of purchase or lease;
- the country of origin;
- make, model, type, identification numbers and colour;
- C.I.F. value.

The Contractor shall keep proper wage books and time sheets showing the wages paid to and time worked by the workmen in the execution of the contract and he shall be bound, whenever required, to produce such wage books and time sheets for the inspection of an authorised officer of the Government and/or the Supervisor.

#### **Article 40 Origin and quality of works and materials**

- 40.1 All goods purchased under the contract must originate in a Member State of the European Union or a country covered by the Protocol 1 included in Annex V of the ACP-EU Partnership Agreement. For these purposes, "origin" means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable

When importing goods, any change in the specified origin must be pointed out to the project Supervisor and approved by him.

- 40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with the requirements of the technical specifications set out in Volume 3 of the Tender Dossier and the details contained in the Bill of Quantities – Volume 4.

#### **Article 43 Ownership of plant and materials**

- 43.2 For the duration of the execution of the works, all equipment, temporary works, plant and materials stored at the site or at approved compounds shall be vested in the Contracting Authority.

#### **Article 44: General principles for payments**

- 44.1 Payments shall be made in EC Dollars.

#### **Article 46 Pre-financing**

- 46.(1) and (2) The total amount of the pre-financing under Article 46.1(a) shall not exceed 10% of the original contract price in respect of the lump-sum advance.

There shall be no pre-financing under Article 46.1(b).

In order to obtain pre-financing payment, the Contractor must forward to the Supervisor the payment request and the performance guarantee in accordance with article 15. The

Contractor must provide a financial guarantee for the full amount of the pre-financing payment – see Volume 2, Section 5.

46.8 The repayment of the pre-financing shall take the form of deductions based on the monthly claims. `

a ) The flat-rate pre-financing (maximum of 10%) shall be repaid by means of deductions from the instalments and, if necessary, the balance due to the Contractor. This repayment shall begin with the first instalment and be completed, at the very latest, by the time 80% of the amount of the contract has been paid.

Repayment shall be made in the same currency as the pre-financing. The amount to be deducted from each instalment shall be calculated using the following formula:

$$R = \frac{Va \times DR}{Vt \times 0.8}$$

where: R = the amount to be repaid Va = the total amount of the pre-financing Vt = the initial contract amount D = the amount of the installment. The result is rounded up to two decimal places.

#### **Article 47: Retention monies**

47.1 Retention monies shall be 10% of interim payments.

Advances shall not be subject to retention.

#### **Article 48 Price revision**

48.1 The contract shall be at fixed prices, which shall not be revised

#### **Article 49 Measurement**

49.1 This is a unit-price contract.

49.3 For provisional sums items, the amount due under the contract shall be determined on the basis of actual costs with an agreed addition for overheads and profit. For the relocation of utilities, the agreed adjustment rate shall also include the costs borne by the contractor for the attendance and supervision of the subcontractors' works.

Items of the Works described in the Price Schedule for which no rate or price has been entered in the Contract shall be considered as included in other rates and prices in the Contract and will not be paid for separately by the Contracting Authority.

49.4 Measurements are to be taken jointly

Whenever works or parts thereof are ready for measurement and before such parts are covered, the Contractor shall inform the Supervisor of "works ready for measurement". The Supervisor will upon inspection, testing and acceptance give 24 hours notice to the Contractor for measuring the works jointly. The admeasurement shall be signed by both the Supervisor's and Contractor's Representative. Comments on the measurement may be made on the site by either representative, and shall be discussed between the Supervisor and the Contractor and finalised. Failing to reach consent shall be dealt with by a decision by the Supervisor, on which the Contractor may comment in writing.

Should the Contractor not respond to the Supervisor's request to attend to joint measurements, a further notice of 24 hours will be given, after which the Supervisor will take measurement on his own. Such measurement will be binding on the Contractor.

## **Article 50 Interim payments**

- 50.7 The minimum amount of an interim payment certificates is set at EC\$150,000

## **Article 51 Final statement of account**

- 51.1 The Contractor shall, submit to the Supervisor a draft final statement of account when it applies for the provisional acceptance certificate. In order to enable the Supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the Contractor considers to be due to it under the contract.
- 51.2 Within 30 days from issuing the certificate of final acceptance referred to in article 62, the Supervisor shall prepare and signed the final statement of account.

## **Article 53 Delayed payments**

- 53.1 By derogation from Article 53.1 of the General Conditions, once the deadline set in Article 44.3 has expired, the Contractor may, within two months of receipt of late payment, receive default interest. By way of exception, if the interest calculated in accordance with this provision is lower than or equal to € 200, it shall be paid to the Contractor only upon a request submitted within two months of receiving late payment.

## **Article 61 Defects liability**

- 61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the Contractor is required to make good any effect in, or damage to, any part of the work which may appear or occur during this period as notify by the Supervisor or the Contracting Authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the General Conditions.
- 61.7 The Defects liability Period shall be 12 months.

## **Article 68 Dispute settlement**

- 68.4 Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall
- (a) in the case of a national contract, be settled in accordance with the national legislation of the state of the Contracting Authority; and
  - (b) in the case of a transnational contract, be settled either:
    - (i) if the parties to the contract so agree, in accordance with the national legislation of the beneficiary country or its established international practices; or
    - (ii) by arbitration in accordance with the Procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision No 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382, 31.12.1990). (Annex A12 of the Practical Guide to contract procedures for EU external action)]

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