

DRAFT CONTRACT

No EDF/11/SRBC/SER/1

Government of the Commonwealth of Dominica
Represented by Ms. Carleen Roberts
National Authorising Officer/EDF
3rd Floor, Financial Centre
Kennedy Ave.
P.O. Box 1102
Roseau,
COMMONWEALTH OF DOMINICA
(‘the contracting authority’),

of the one part,

and

<Full official name of the contractor>
[<Legal status/title>]¹
[<Official registration number>]²
<Full official address>
[<VAT number>]³,

(‘the contractor’)

of the other part,

have agreed as follows:

PROJECT

**11th EDF B-Envelope State and Resilience Building Contract for
Rehabilitation following Hurricane Maria**

CONTRACT TITLE

**Design and Supervision of the Construction of Two Regional Emergency
Shelters, Commonwealth of Dominica**

Identification number: EDF/11/SRBC/SER/1

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card, passport or equivalent document number.

³ Except where the contracting party is not VAT registered.

(1) Subject

- 1.1 The subject of this contract is **Design and Supervision of the Construction of Two Regional Emergency Shelters** done at **Jimmit** and **Castle Bruce** in the **Commonwealth of Dominica** with identification number **EDF/11/SRBC/SER/1** ('the services').
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annexe II)

(2) Contract value

This contract, established in Eastern Caribbean Dollars, is a global price contract. The contract value is **XCD\$ <amount>**.

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference [including clarification before the deadline for submitting tenders and minutes of the information meeting/site visit] (Annex II)
- the organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Key experts (Annex IV);
- Budget (Annex V);
- Other relevant forms and documents (Annex VI);

These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

(5) Other specific conditions applying to the contract

Done in English in three (3) originals, one (1) original for the Government of the Commonwealth of Dominica, one (1) original for the Contracting Authority, and one (1) original for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name: Miss Carleen Roberts

Title: National Authorising Officer/EDF

Signature:

Date:

SPECIAL CONDITIONS

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. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

- 2.1 All communication should be to the following persons and should indicate the Title and Identification Number of the Contract.

Contracting Authority:

Ms. Carleen Roberts
National Authorising Officer/EDF
3rd Floor, Financial Centre
Kennedy Avenue
P.O. Box 1102
Roseau
COMMONWEALTH OF DOMINICA
Email: edf@cwdom.dm
Tel.: 767 448 2424

Project Supervisor

Permanent Secretary
Ministry of Housing and Lands
Government Headquarters
Kennedy Avenue
Roseau
COMMONWEALTH OF DOMINICA
Email: pshousing@dominica.gov.dm
Tel: 767- 266-3507

The Contractor

To Be Determined

Article 4 Subcontracting

- 4.9 In the selection of subcontractors and/or other independent contractors, preference shall be given to natural persons, companies and firms of ACP States capable of implementing the tasks required on similar terms.

Article 7 General obligations

- 7.8 The Contractor shall ensure that activities give adequate visibility to the European Development Fund and the Government of the Commonwealth of Dominica. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

Article 19 Implementation of the tasks and delays

- 19.1 The start date for implementation shall be 1st May 2019.

19.2 The period for implementing the tasks is twenty-seven (27) months from the start date.

- 3 months – Feasibility Report, Designs and Cost Estimates
- 12 months – Supervision
- 12 months – Defects Liability

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Article 27 Approval of reports and documents

27.5 The Contracting Authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the report.

Article 29 Payment and interest on late payment

29.1 Payments will be made in accordance with the following the option:

No.		XCD
1	Pre-financing payment⁴	10% of Contract value
	FEASIBILITY AND DESIGN STAGE	
2	Interim payment upon submission of Feasibility Report	5%
3	Interim payment upon submission of approved Final Designs and Cost Estimates	15%
	SUPERVISION STAGE	
4 -15 (12 interim)	Interim payments upon submission of Monthly Progress Reports and other relevant information	10%
	Interim payment at 50% completion of construction (measured by overall rate of implementation).	20%
	Interim payment at 100% completion of construction (measured by overall rate of implementation) and submission of Final Report.	30%
	DEFECTS LIABILITY PHASE	
	Final Payment upon submission of Final Acceptance Certificate, Final Statement of Account, As-Built Drawings, and Project Implementation Report	10%
	Total	100%

⁴ The contractor is not obliged to ask for pre-financing.

- 29.3 By derogation from Article 29.3 of the general conditions, once the deadline set in Article 29.1 has expired, the contractor will, upon demand, be entitled to late-payment interest at the rate and for the period mentioned in the general conditions submitted. The demand must be submitted within two months of receiving late payment.
- 29.5 Payments will be made in Eastern Caribbean Dollars in accordance with Articles 20.6 and 29.4 of the General Conditions into the bank account notified by the contractor to the Contracting Authority.

Article 30 Financial guarantee

- 30.1 The contractor shall provide a financial guarantee for the full amount of the pre-financing payment, as per Article 30 of the General Conditions.

Article 40 Settlement of disputes

- 40.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be settled in accordance with the national legislation of the state of the Contracting Authority

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