



Government of Dominica

***CONTRACT FOR***

***PETER ST. JEAN***

***TO THE***

***SALISBURY PRIMARY SCHOOL***

***Between***

***THE MINISTRY OF EDUCATION AND  
HUMAN RESOURCE DEVELOPMENT***

***(On behalf of the Government of the  
Commonwealth of Dominica)***

***And***

***PETER ST. JEAN***

Date ... 22/5/2019.



**MINISTRY OF EDUCATION AND HUMAN RESOURCE DEVELOPMENT**

**CONTRACT**

THIS AGREEMENT made this 22nd day of May 2019 between the **Ministry of Education and Human Resource Development** hereinafter called the employer, of one part, and **Peter St.Jean** called the Contractor, of the other part.


**THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:-**

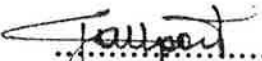
That the Contractor shall carry out and complete to the satisfaction of the **Ministry of Education and Human Resource Development** the works as tendered for the provision of welding services to **the Salisbury Primary School** for the amount of **Thirty- Six Thousand Dollars (EC\$36,000.00)**. It is estimated that the welder will complete approximately 1000 "six inches" welds throughout the duration of the contract. The contractor will be welding services within 48 hours' notice during the contract period.

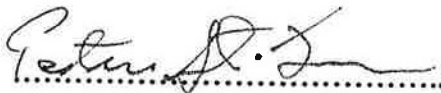
Payment will be made on a daily basis in three (3) bi-weekly payments.

The parties hereby agree that the completion date for the works contained herein is six (6) weeks following the date, on which both parties sign the contract.

And the Contractor undertakes and agrees to observe the Fair Wages Rules, 1954, published in *Gazette* No. 11 of 4<sup>th</sup> March 1954 and set out in Appendix C and the Condition of the Contract as detailed in the said appendix.

  
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**PERMANENT SECRETARY (Ag.)**  
**MINISTRY OF EDUCATION AND**  
**HUMAN RESOURCE DEVELOPMENT**

  
.....  
**WITNESS**

  
.....  
**PETER ST. JEAN**  
**CONTRACTOR**

  
.....  
**WITNESS**

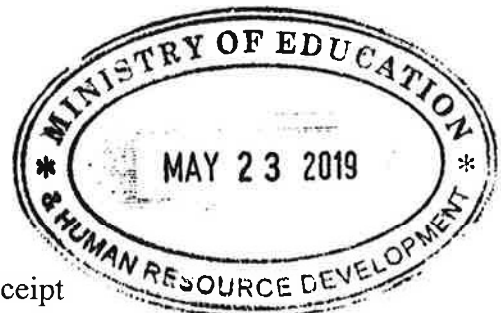
The addresses are as follows:

For the Client as above

For the Contractor : Trafalgar, Dominica

Telephone No. 2453956/6139804

All notices will become effective within two hours after receipt





## SECOND SCHEDULE

### FAIR WAGES RULES, 1954

Every contract made hereafter with the Government of DOMINICA or any Department thereof, and every contract entered into with assistance from the Government by way of grant, loan subsidy, license, guarantee or other similar form of assistance shall be subject to the following provisions respecting rates of wages, hours and conditions of labour:-

1. The contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than those established in the trade or industry in the district where the work is carried out, by agreement machinery of negotiation or arbitration to which the parties are organizations of employers and trade unions representative of substantial proportions of the employers and workers engaged in the trade industry in the district (hereinafter referred to as established rates and conditions) or failing such establishment rates and conditions in the trade or industry in the district, established rates and conditions in other districts where the trade or industry is carried on under similar general circumstances.
2. In the absence of any established rates and conditions as defined in Section 1, the Labour Department shall, after consultations with the representatives of employers and workers prepare and furnish a schedule setting forth fair and reasonable rates and conditions to be observed in the execution of the contract, having regard to established rates and conditions in respect of persons employed in a capacity and in general circumstances similar to those of the person engaged on the contract, or failing such established rates and conditions, any fair standards of rates and conditions commonly recognized in respect of persons employed in a similar capacity and in general circumstances.
3. Before being placed on any list of Government contractors being allowed to tender for Government contract, the contractor shall certify that to the best of his knowledge and belief the wages, hours of work and conditions of labour of all work-people employed by him in the trade or industry in which he is offering himself as a contractor are fair and reasonable having regard to the provisions of Section 1 of the Order.



4. In the event of any difference or dispute arising as to what wages ought to be paid, or what hours or other working conditions ought to be observed in accordance with the requirements of Section 1, it shall if not otherwise disposed of, be referred by the Head of the Labour Department to an independent tribunal for decision. In arriving at its decision the tribunal in the absence of any established rates and conditions in the trade or industry concerned as specified in Section 1, shall have regard to any agreement, custom, practice or award that may be brought to its notice relating to wages, hours or conditions of labour of persons employed in a capacity similar to that of the persons to whom the indifference or dispute relates in trades or industries carried on or under similar general circumstances.
5. The contractor shall keep proper Wages Books and Time Sheets showing the wages paid to a time worked by the workmen in an about the execution of the contract, and he shall be bound whenever required, to produce such Wages Books and Time Sheets for the inspection of any person authorized by the head of the Labour Department.
6. (a) The contractor shall be prohibited from sub-letting unless the approval of the Department of Labour is obtained.  
(b) A sub-contractor shall be bound in all cases to conform to the conditions of the main contract and the main contractor shall be responsible for the observance of all contract conditions on the part of sub-contractors.  
(c) The contractor shall not vote transfer or assign a contractor or portion thereof, without the written permission of the Department of Labour.  
(d) No portion of the work to be performed on a contract shall be done at the homes of the work people except in so far as work is so performed by practice or custom.  
(e) Contractors and sub-contractors shall recognize the freedom of their work – people to be members of registered Trade Union.
7. A contractor shall not be entitled to payment of any money which would otherwise be payable under the terms of the contract in respect of the work and labour performed in the execution of the contract unless and until he shall have filed together with his claim for payment of certificate:-
  - (i) showing the rates of wages and hours of labour of the various classes of workmen employed in the execution of the contract;
  - (ii) whether any wages in respect of the said works and labour remain in arrears and;
  - (iii) that all the labour conditions of contract have been duly complied with.





8. The contractor shall also from time to time furnish to the Department of Labour such further detailed information and evidences as the Department may deem necessary in order to satisfy them that the conditions of this Order have been complied with.
9. In the event of default being made in payment of any money in respect of wages of any workman employed on the contract and if a claim hereafter is filed in the office of the Department of Labour and proof thereof satisfactory to the Department is furnished, the Department may by the contractor, arrange for the payment of such claim out in monies a time payable under the said contract and the amount so paid shall deemed payments to the contractor.
10. Any contractor, or sub-contract who is found to be in breach of this Order shall cease to be approved as a contractor or sub-contractor for such period as the head of the Labour Department may determine.



# ***CONTROL***

## **Supervision**

Supervision of the project will be conducted by the Cuban Engineer and an Officer of the Ministry of Education and Human Resource Development. The Officer will be present at the site to ensure performance criteria is understood and carried out by the Contractor. The project will be inspected periodically by the officer. In this specific contract/project the following personnel will be involved as follows:

- A. Overall control and technical supervision of the contract on a daily basis will be undertaken by the Cuban Engineer. The Ministry of Education and Human Resource Development will be responsible for inspecting the works and approving the work completed.

## **Payment**

Payment to the Contractor will be made as follows:

- First payment: Two (2) weeks after commencement of works at a rate of EC\$ 600.00 per day
- Interim payments: As work progresses payment claims will be issued on a two weeks basis
- Final payment: At the completion of the project a final payment will be issued withholding a 5% retention for a period of three months, at which it will be paid to the contractor.

## **Unsatisfactory Works**

In the case of poor performance, the Contractor will be informed and given the chance to correct the problem at his/her own cost. The Contractor will be given a reasonable extension of time to correct the problem. In cases where the Contractor fails to correct the problem to the Supervisor's satisfaction the contract is to be terminated immediately. Depending on the case at hand, the Contractor may be asked to reimburse part of the payment for the unsatisfactory portion of works.

## **Dispute Settlement**

In case of any dispute relating to any part of the Contract agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation. If not settled, the dispute will be forwarded to the Department of Labour.



# SCOPE OF WORKS




**Peter St. Jean**

Trafalgar, Dominica  
Tel.#245-3956/616-9804

**Date:** May 22 2019

**Bill To:**

Ministry of Education and  
Human Resource Development  
Kennedy Avenue  
Roseau

Description	Amount
<b>Labour and Welding services at the Salisbury Primary School</b> <i>All materials should be provided by the client</i> Daily rate of EC\$600.00 for Sixty (60) working days 	\$36,000.00
<b>Total Due</b>	<b><u>\$36,000.00</u></b>

Make cheque payable to Peter St Jean

**THANK YOU FOR YOUR BUSINESS**

