

THE  
FIRST ANNUAL REPORT  
OF

THE CONTRACTOR-GENERAL

1st OCT 1986 TO 30th SEPT 1987



SPEAKER'S OFFICE

HOUSES OF PARLIAMENT,  
GORDON HOUSE,  
DUKE STREET,  
KINGSTON, JAMAICA

CONTRACTOR-GENERAL

14 JAN 1986

KINGSTON, JAMAICA

No. \_\_\_\_\_

CONFIDENTIAL

13th January, 1988.

*File + return early.*

Mr Ashton G. Wright,  
Contractor-General,  
9 Knutsford Boulevard,  
KINGSTON 5.

Dear Sir:

2 // I acknowledge receipt of the Report of the Contractor-General for the year 1st October, 1986 to 30th September, 1987, submitted in accordance with Section 28 of the Contractor-General Act, for Tabling in the Senate and House of Representatives.

As you were good enough to point out in the Report that, "no precedent could be found for the legislation and an office comparable to that of the Contractor-General", and this being the very first Report, I am of the view that it would benefit from some discussion, and I therefore invite you to discuss in confidence the Report, with the President of the Senate and myself, at my Office on Tuesday, 26th January, 1988, at 10:30 a.m. I trust you will find it convenient to attend.

Yours truly,

  
(Alva E. Ross, C.D., M.P., J.P.)  
Speaker.

**CONFIDENTIAL**

10-2-01

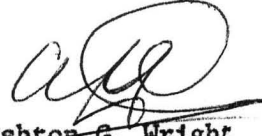
929-7536

17th December, 87

Mr. Edley Deans  
Clerk to the Houses of Parliament

Please see attached original and two copies of my <sup>Special</sup> first Annual Report (for the year 1st October, 1986 to 30th September, 1987) sent in accordance with Section 28 of the Contractor-General Act which requires that the report be laid on the Table of the House as soon as possible.

on the appointment of Staff

  
Ashton G. Wright  
Contractor-General

Encls.

REPORT OF THE CONTRACTOR-GENERAL  
FOR YEAR 1ST OCTOBER, 1986 - 30TH SEPTEMBER, 1987

(In accordance with Section 28  
of the Contractor-General Act)

INTRODUCTION

✓ The enactment of the legislation in 1983 of the Contractor-General Act made possible the creation of a Government body for which the two major political parties have at different times claimed paternity. It was, however, the Jamaica Labour Party which having formed the Government in 1980 brought to fruition passing of the relevant legislation in 1983.

/Programme In order to provide a broad understanding of the wide acceptance of the necessity for the operations of the Contractor-General's Office it appears appropriate to quote from the words of the document prepared by the Administrative Reform/Unit of Government commissioned to prepare the basic document for the setting up of the appropriate structure, from the then Senator Bruce Golding (now Minister of Construction) in sponsoring acceptance of the Bill in Parliament before the Act was passed and from the statement in Parliament by the Honourable Prime Minister on the 15th September, 1987, speaking on the Special Report of the Contractor-General in respect of the now famous Coffee Industry Board contract, which report was tabled in the Houses of Parliament on the 17th of August, 1987:

Administrative Reform Programme Document

" The Contractor-General will aim to ensure by processes of inspection and investigation that legality, integrity, impartiality and conformity to terms are maintained in :

- (a) the registration and employment of contractors;
- (b) tender procedures for government contracts;
- (c) the award, suspension or revocation of government contracts, licences, permits and quotas;
- (d) implementation of the terms and conditions of any government contract, licences, permits or quotas. "

" The Contractor-General will conduct investigations as a result of findings of examinations; reasonable requests, complaints or rumours; questions or articles in the press; official reports; or of any condition or event affecting the proper operation of contracts, licences, permits or quotas. "

Senator Bruce Golding

" What we have sought to do in establishing the Contractor-General is to put the area or the whole business of the award of contracts in the sort of framework that will allow for integrity and fairplay and impartiality in the award of Government contracts, and we feel that by so doing we would have removed from the arena of political conflict one of the major sources and causes of that conflict. "

The Prime Minister

" The proposal for the establishment of the post of Contractor-General was made against a background of widespread allegations of corrupt practices in the issuance of import licences, permits, contracts and other types of Government contractual arrangements which were prevalent during the 1970's. "

" The function of the post was to determine whether any irregularities or improprieties existed in relation to the issue of licences, permits and contracts by the Government, and the specific task of the Contractor-General was to detect such malpractices. "



The first Contractor-General was appointed with effect from the 1st October, 1986. I record here being informed at the highest level that the delay in making the appointment was indicative of Government's recognition of the compelling necessity to appoint to this sensitive and important post a person having not only the qualifications for the post but possessing the integrity, honesty and strength of character accepted by Jamaica as prerequisites for the appointment.

The announcement of my appointment was so well received by friends, associates and the press that I became convinced that not only were my fears allayed as to the dangers inherent in the impartial performance of the job but that I would receive the wholehearted support from all who had either full or even tangential interest in the aspects of Government contracts and licences which would fall for consideration under the Act. Unfortunately this was not to be as will be touched on briefly later.

The Contractor-General Act at Section 28 provides mandatorily that the Contractor-General "shall submit to Parliament an annual report relating generally to the execution of his functions" and the report which follows is the first annual report to Parliament - unfortunately somewhat late due to staff difficulties. See later reference.

In this report I shall endeavour to record with as much accuracy and balance as humanly possible the progress which has so far been made, the problems and difficulties encountered in the normal day to day operations of the office and the aspirations which I share with my staff and well thinking Jamaicans for the fulfillment of the provisions of the Act and the benefit of Jamaica as far as is foreseeable.

As has been stated elsewhere no precedent could be found for the legislation and an office comparable to that of the Contractor-General. I have accepted the fact that the unique concepts which are an integral part of the Act and the office have not been readily accepted even by the proponents thereof probably mainly because old habits die hard. In addition, the beneficiaries of an existing system will strive hard to maintain it. As a consequence I must accept that the task of ensuring impartiality and propriety in Government contracts and licences is horrendous but must be tackled not only for the intrinsic value to the nation but also to provide a virtual archive for future reference as to the how, why and wherefore of honesty in Government's contractual and licensing operations. This development can, however, only materialize fully if the leadership for integrity is visibly set by Government and if there is cooperation between the persons and/or agencies who are most concerned with pursuing the operations of Government's contracts and licences.

#### ROLE AND FUNCTIONS OF THE CONTRACTOR-GENERAL'S OFFICE

The main functions of the Contractor-General are embodied under Sections 4, 15, 16, 17 and 20 of the Act as summarized below:-

Under Section 4 provision is made to -

- (a) monitor the award and the implementation of Government contracts with a view to ensuring that
  - (i) such contracts are awarded impartially and on merit;
  - (ii) the circumstances in which each contract is awarded or, as the case may be, terminated do not involve impropriety or irregularity;
  - (iii) without prejudice to the functions of any public body in relation to any contract, the implementation of each such contract conforms to the terms thereof; and
- (b) provisions similar to (a) above are inserted in respect of licences.

Under Section 15 a Contractor-General may, if he considers it necessary or desirable, conduct an investigation into any or all of the following matters -

- (a) the registration of contractors;
- (b) tender procedures relating to contracts awarded by public bodies;
- (c) the award of any government contract;
- (d) the implementation of the terms of any government contract;
- (e) the circumstances of the grant, issue, use, suspension or revocation of any prescribed licence;
- (f) the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licences.

It should be emphasized that the conduct of an investigation under Section 15 is left completely to the discretion of the Contractor-General.

Sections 16 and 17 lay down that the Contractor-General may act on his own initiative or as a result of representations and may adopt whatever procedure he considers appropriate to the circumstances.

Section 20 provides mandatorily that the Contractor-General shall report the result of an investigation in writing to the principal officer of the public body concerned (copied to the Minister having responsibility therefor) and make such recommendations as he considers necessary in respect of the matter investigated.

#### ACCOMMODATION AND EARLY OPERATIONS

I was determined from the outset to locate the office in a building as remote as possible from the influence of any organization (whether private or public sector) which, because of proximity, could be said to provide easy access to persons who may in any way be able to influence the propriety and impartiality which should verily exude from the Contractor-General's Office. Locating such an office proved difficult and time consuming and between the 1st October, 1986, and February, 1987, I accommodated the few members of staff in my personal law office at 7 Roosevelt Avenue, Kingston 6. Eventually fate intervened and we found a desirable, convenient and economic office site at 9 Knutsford Boulevard in New Kingston. This site has so far proven ideal for the independent operations which I desired. I acquired a three year lease for three floors at the above address and moved in gradually with the few members of staff during the last few days of February 1987. As the building space was more than was immediately required by the Contractor-General's Office the ground floor was sublet to a reputable computer firm. This arrangement has proven satisfactory so far. A temporary Secretary was appointed in November 1986, a temporary Director of Investigations in December 1986 and a temporary Director of Administration in February 1987. These officers in addition to the few additional temporary officers proved very helpful in the initial setting up of the office and the removal into the Knutsford Boulevard office. More on staffing later.

#### ORGANIZATION

##### (a) Structure

The structure of the Office of the Contractor-General was drafted by a committee set up under the Administrative Reform Programme Unit and accepted by the Government in 1983. This structure is reflected in the Organization Chart attached as Appendix I. It will be observed that the main functions (Line Functions) of the organization are Monitoring and Investigations, which

The Contractor-General, shortly after assuming duties, recognised that while the basic structure was acceptable it was necessary to expand thereon to enable the organization to function effectively and efficiently in accordance with the strict provisions and moral principles enshrined in the Act and to provide the basis on which the anticipated moral suasion would be built. It was recognized very early that the gradings and remuneration envisaged in 1983 were not likely to attract the personnel with the qualifications, experience and proven integrity so patently essential for the efficient operation of this organization which should operate outside the areas where dishonest financial temptation could prove attractive. Consequently, a revised organizational chart - see Appendix II - with proposals for the upgrading of certain posts and the provision of additional posts was submitted from as early as 10th April, 1987, to the Ministry of the Public Service for its approval. To date no reply has been received.

(b) Staff

The Ministry of the Public Service had originally recommended an emoluments package for the staff originally proposed in 1983, and funds were provided for part of the financial year 1986/87. Consequent on the appointment of the Contractor-General in October, 1986, the emoluments package was up-dated to reflect revisions of salaries approved by Government between 1983 and 1986.

A total complement of 32 was approved by the Ministry of the Public Service for the Contractor-General's Office and the relevant funds were included in the 1987/88 Estimates. The most unsatisfactory staff position as at 30th September, 1987, is due completely to the fact that one year after my appointment the Commission of Parliament has failed to give the merely formal approval for which it was appointed under Section 13 of the Act. (The position remains the same as at the date of this report. See later comments).

Details of the complement and persons employed as at 30th September, 1987, are set out below :-

<u>Post</u>	<u>Complement</u>	<u>Employed</u>	<u>Date of Employment</u>	<u>Remarks</u>
Contractor-General	1	1	1/10/86	On contract
Director of Investigations	1	1	1/12/86	Temporary
Director of Monitoring	1	-	-	
Legal Adviser	1	-		Part-time Consultant w.e.f. 19/7/87
Director of Administration	1	1	2/2/87	Temporary
Inspectors	6	2	4/5/87	"
Assistant Inspectors	6	-	-	
Senior Executive Secretary	1	1	17/11/86	Temporary
Accountant	1	1	20/1/87	"
Registrar	1	1	16/3/87	"
Executive Secretaries	2	1	1/5/87	Seconded from M.P.S.
Senior Secretaries	2	-	-	
Clerks (Accounts & Registry)	3	1	1/9/87	Temporary
Secretaries	2	2	23/2/87 1/6/87	" "
Driver	1	-	-	
Messenger	1	-	-	
Cleaner/Attendant	1	1	23/2/87	"

Representatives of the Contractor-General's Office have maintained regular dialogue with appropriate senior officers of the Ministry of the Public Service and the Ministry of Finance & Planning with a view to minimising the difficulties being experienced in recruiting and retaining suitably qualified and experienced staff in the light of the structural deficiencies and the existing salary ranges. The Ministry of the Public Service representatives promised to give favourable consideration to improving the position.

The Ministry of the Public Service officers also indicated the policy of Government to the effect that if the salary ranges agreed by that Ministry were accepted by the Contractor-General's staff then any revision of salary approved by Government would be automatically applicable to them. My staff has represented that such an arrangement would place them salary-wise lower than comparable employees in most other Statutory Bodies. In view, however, of the above stated understanding, the staff of the Contractor-General's Office agreed to accept the proposals as recommended by the Ministry of the Public Service for the time being, on the understanding that the Commission of Parliament appointed under Section 13 of the Act will exercise its legal authority to approve remuneration at a level higher than that which the staff have agreed to accept temporarily.

#### THE COMMISSION OF PARLIAMENT AND STAFF

By far the greatest difficulty being experienced by the Contractor-General's staff arises from the failure or refusal of the Commission of Parliament appointed under Section 13 of the Act to approve the remuneration and terms and conditions of appointment for the staff of the office.

Between the date of my appointment and the 30th September, 1987, I made numerous requests written, oral and by telephone stressing the necessity and urgency for the approval. To facilitate the decision I sent to the Commission as far back as 13th March, 1987, a draft "Service Agreement for Appointment". A copy of the draft Agreement was also forwarded to the Permanent Secretary, Ministry of the Public Service, to facilitate liaison between the members of the Commission and that Ministry (the Minister for which is a member of the Commission of Parliament).

After numerous telephone calls, letters etc., I was invited to and attended a meeting with the Commission on Tuesday, 17th March, 1987, at 11.30 a.m. The Contractor-General and two of his advisers were kept waiting until approximately 12.30 p.m. before being invited to the "deliberations". The Commission, and in particular, one member thereof, showed interest only in getting the Contractor-General to agree (contrary to the law) to submitting for its approval the actual names of the persons (including even auxiliary staff) who had been temporarily employed and to whom it was proposed to offer appointment. I endeavoured repeatedly with documentary and other evidence to convince the members that such action would be a breach of the law in fact and in spirit - as well as a flouting of a Court and a Cabinet decision - and that I would never be a party to this. I tried without success so far to convince the members that -

- (a) their approval was required only in respect of remuneration for posts while the appointment of persons was under the law specifically vested in the Contractor-General;
- (b) unless the members intended to approve remuneration in excess of those for "comparable Government posts", their approval was in effect a mere formality as the Ministry of the Public Service had previously settled the grades, had advised the Contractor-General accordingly, and that the Minister of the Public Service whose Ministry had settled the grades is himself a member of the Parliamentary Commission and had been sitting in meetings with his advisers;
- (c) the appropriate funds had been voted by Parliament.



As one particular member stressed that security was one basis for their scrutiny, I stressed that I had from the outset recognised that in the light of the extreme sensitive and confidential nature of the operations, and had taken steps to obtain security clearance from the Ministry of National Security before making any appointment. No decision was taken and the meeting was adjourned for a date to be fixed.

As a result of this impasse, and the urgency for staff appointments, I addressed the Hon. Prime Minister on the matter. The Hon. Prime Minister subsequently advised the Speaker of the House of Representatives (who is the Chairman of the Commission of Parliament) in a letter dated 30th March, 1987, copied to me, as follows:

"I have discussed this matter with Members of the Cabinet and it is agreed that while the terms and conditions attaching to specific posts require the approval of the Commission, the Contractor-General, subject to obtaining prior security clearance from the Ministry of National Security as is required in all sensitive areas, would take steps to fill the posts on his establishment. The same would obtain in respect of the Ombudsman".

Following on the Cabinet decision and repeated requests, both written and oral, another meeting was called for Thursday, 23rd June, 1987, at 10:30 a.m. to approve the remuneration etc. for the relevant posts. After another inordinate delay the Chairman informed the Contractor-General that -

- (i) there were certain matters which the Commission thought it wise to deliberate on further before discussion with him;
- (ii) the Ministry of the Public Service had been asked to have a further look at the salary ranges and allowances, as well as the terms and conditions of service; and
- (iii) the delay in arriving at a decision could not be avoided, but he undertook to have decisions ready by some time in July.  
(This has not materialised).

The most distressing aspect of this meeting, however, arose after I reminded the members that in the light of the Commission's delay in approving the remuneration etc., I had been forced to exercise my discretion in the interest of Jamaica in making appointments at rates within my discretion, but also within the scales "approved" by the Ministry of the Public Service in order to set up the office and to keep it functioning at a minimum basis of acceptability. I was then warned against the use of my discretion, and reminded that not only could I be surcharged but that the Commission had power to approve of salaries so low that no person would be willing to work for the Contractor-General's office.

I have had to continue seeking the Hon. Prime Minister's and the Hon. Attorney-General's intervention, particularly in respect of the continued ultra vires request of the Commission. This resulted in a meeting on the 17th November, 1987, during which the only action by the members was an exercise in chastisement and embarrassment of the Contractor-General. It is my decision not to allow myself to be similarly exposed in the future.

As the last meeting with the Commission falls outside the year relevant to this report, I have decided to submit a Special Report to Parliament on the overall position which has prevented the progressive and efficient development of the Contractor-General's office.

I consider it my duty to record to Parliament that the action of the Commission of Parliament has left me no alternative but to act within my discretion as regards the recruitment of staff, rather than to betray the text and spirit of the law and the expectations of the people of Jamaica particularly at this time.

FINANCE

A token provision of \$300,000.00 was included in the Estimates of Expenditure for part of the financial year 1986/87 at Subhead 5 - Office of the Contractor-General of Head 2 - Houses of Parliament. Between the period 1st October, 1986 and 31st March, 1987 a total expenditure of \$299,002 was incurred to meet the salaries of the staff employed during the period, payment for furniture and equipment, rental of office accommodation, stationery and office supplies and other regular operating and maintenance services.

Proposals for the necessary provision to be included in the Estimates of Expenditure for 1987/88 were submitted to the Ministry of Finance & Planning on the 2nd of March, 1987. The amount of \$3,051,132 was requested to cover existing estimated recurrent expenditure plus up-gradings and additional posts. This amount was considered to be the minimum required to staff and operate the office efficiently for the first full year of its operation.

After numerous written and oral representations a provision of only \$1,887,000 was finally approved by the House of Representatives in the Estimates of Expenditure for 1987/88. As it became obvious that this amount cannot possibly meet the expenditure foreseen for the year 1987/88, I submitted a revised Estimate amounting to \$2,088,480, considered to be the barest minimum requirement on which the office may be able to operate albeit unsatisfactorily for the year. I was as a consequence constrained to continue to make very strong representations to the Ministry of Finance & Planning in this connection.

WORK UNDERTAKEN DURING PERIOD UNDER REVIEW

In order that my office may be fully apprised of the type and possible extent of its operations in terms of the functions and definitions under the Act, I required the meagre staff at my disposal to undertake research and to send out circulars to all bodies which were considered as falling within the purview of the Act in order to be certain as to -

- (a) how many and which "public bodies" have been, are and are likely to be involved in the award of Government contracts, the types of contracts, their scope and amounts, etc., see Appendix III;
- (b) which "public bodies" or other agencies of Government are designated to issue, grant and revoke licences, their types, scope, etc.

Initial checking disclosed that the number of public bodies involved with the award of contracts was possibly of the order of 137. The numerical uncertainty exists mainly because many of the bodies which now appear to be caught by the definition of "public bodies" were previously independent companies and/or subsidiaries of larger parent companies which operated as entities financially unconnected with Government.

It was also discovered that some bodies originally thought to be subject to the Act are now either inoperative or defunct. The survey continues in an effort to establish the exact number of public bodies which will be subject to the provisions of the Contractor-General Act.

I greatly regret that the response has been extremely poor due in my view to -

- (a) general indifference as to the role of the Contractor-General especially by persons or organisations which have benefitted by the impropriety and partiality in the award of Government contracts which the Contractor-General Act was designed to eliminate;
- (b) the effect of Government's decision regarding the now famous C.I.B. contract issue (see later under "General Comments & Conclusions".)

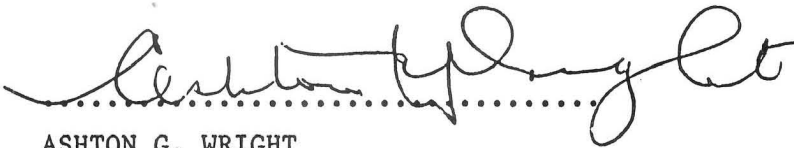
Of course the C.I.B. contract issue occupied a great deal of the time and energy of the staff. In the light of the Special Report sent in this connection no further details need be given in this report except those briefly set out under "General Comments & Conclusion".

Despite the poor response referred to my office was able to prepare a programme of work as set out at Appendix IV.

# GENERAL COMMENTS & CONCLUSIONS

1. The delay by the Commission of Parliament has been the source of the greatest disappointment and the biggest hindrance to the fulfillment of the impartiality and propriety so often proclaimed by the Government as the reason for the enactment of the law. I will continue to give the Commission full co-operation.
2. The most unfortunate and unnecessary impasse between the Government and the Contractor-General over the Coffee Industry Board contract issue has been given so much publicity that any extended comment thereon would be superfluous. As predicted in the media and elsewhere the image of the post has been shaken by the issue. It is now more than ever necessary for Government (which has boasted of its paternity to the legislation and of the appointment of the first Contractor-General to show good faith and belief in its statutory creation) to ensure the success of the organisation it created. I pledge myself to continue to inform Parliament and the public on appropriate occasions as to my understanding of the law and the functions of the Contractor-General, as well as the shortcomings and failures from whatever sources they emanate. Jamaica would benefit greatly if the Contractor-General and the Government's representatives spoke with one voice on the issues involved instead of propounding different and conflicting views. To this end, my co-operation is hereby vouchsafed.
3. Legal advice received has reminded me of the following in respect of provisions of the Contractor-General Act regarding which I should not fail to act in appropriate cases:-
  - (a) Various provisions of the Act, e.g. the definition of "Public Body" under Section 2 and the provisions of Sections 4, 15, 16, 17, 20 and 21 either permit or require the Contractor-General to monitor, investigate and make recommendations in respect of the operations of such bodies as are "caught" by the definition of "Public Body".
  - (b) The Public Bodies referred to at (a) above include the Government's Contracts Committee set up in 1963 and which "in terms of the advice has failed to allay public disquiet over the award of Government Contracts". Quotation taken from the Report of the DaCosta Commission on this subject. I have invited representatives of the Committee to have preliminary discussions as to possible amendments in the composition etc. of the Committee.
  - (c) The Contractor-General can monitor and investigate the contract operations of any agency of Government even after an award has been approved by Cabinet.
  - (d) Where, as in the case of the Coffee Industry Board issue, there were conflicting recommendations in respect of an award it was impolitic to have exposed the office of the Contractor-General to the embarrassment of having its advice rejected by the Government. Such advice should not be sought or given excepting on the basis that it will be accepted, as otherwise the integrity and status of the office will be undermined. Clearly, it is desirable that some conventional principles should be established in this connection. I will be guided accordingly for the future.
  - (e) The recommendatory nature of the provisions under Section 20 is mandatory.
  - (f) Re the provision at Section 21 - Where and when my investigations reveal breach of duty or misconduct or criminal offence on the part of an officer or member of a public body, it is also mandatory for me to refer the matter to the person or persons competent to take such disciplinary or other proceeding as may be appropriate against that officer or member and in all such cases shall lay a Special Report before Parliament. The advice stressed that "or other proceeding" includes reference to the Director of Public Prosecutions for decision as to criminal proceedings where considered appropriate.

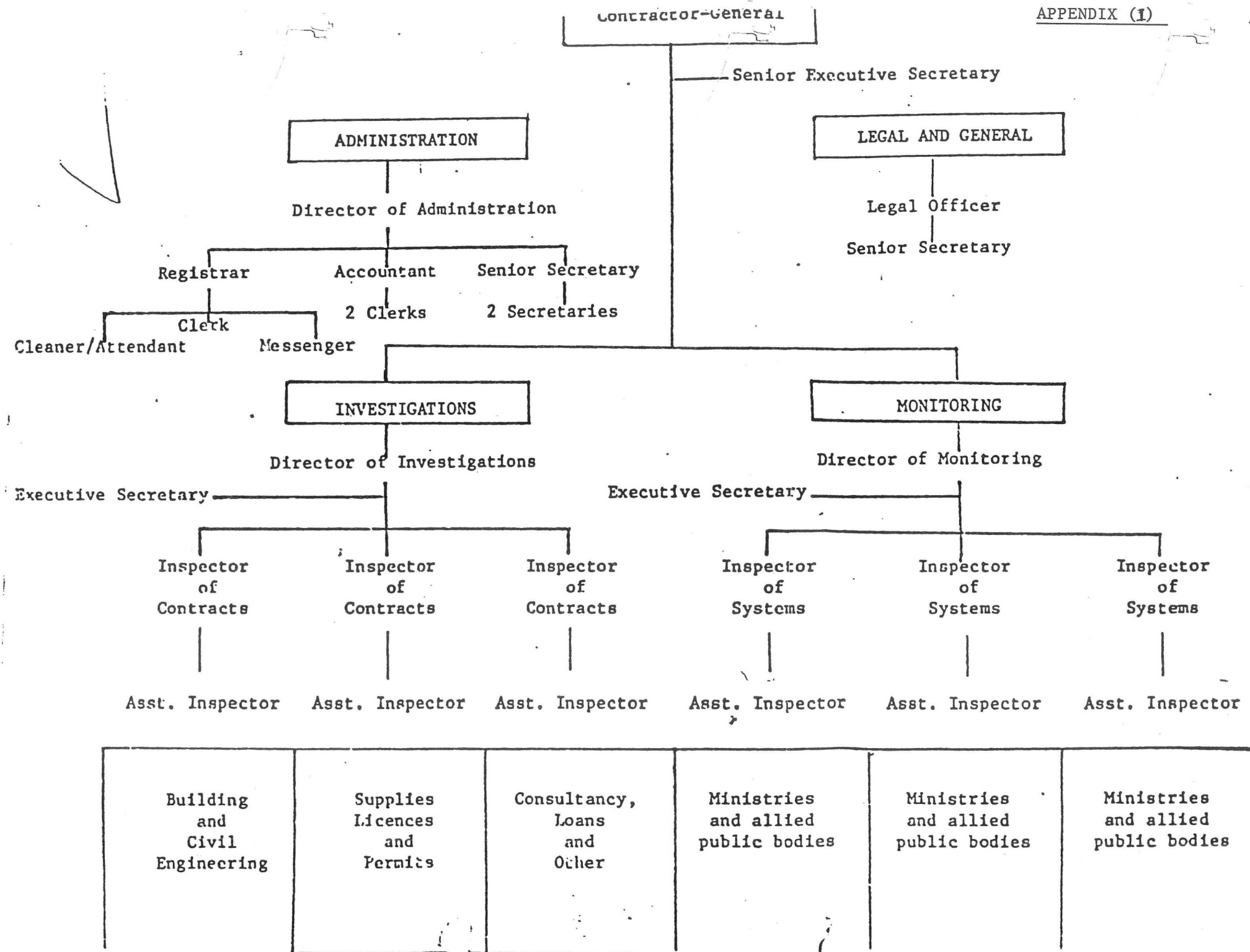
4. I contemplate making certain recommendations in the light of my experience and will give consideration to including therein matters on which I have been legally advised.
5. Up to the date of this report the Commission of Parliament has so far not approved of any remuneration and terms and conditions of service for the Contractor-General's staff. The staff had opted to be classified according to the Central Government classification system. The Hon. Prime Minister & Minister of Finance, the Minister of the Public Service, the Permanent Secretary in the Ministry of the Public Service and the Chairman of the Commission of Parliament have been so advised. There is now no basis existing on which these officers can be paid except on that approved for the payment to Government officers in terms of Ministry of the Public Service Circular No. 6, MPS No.59/22IV, of the 1st October, 1987. The staff of the Contractor-General's Office have therefore been paid on this basis.
6. I propose, with the recruitment of suitably qualified additional staff to the Contractor-General's Office, to pursue actively the question of prescribed licences as defined by the law.
7. I could not conclude this report without giving every credit to the small and hardworking staff who have remained faithful and loyal to me and to the country during the teething period of our operations, despite not receiving any promises of permanent and lucrative employment. Most of what the office has achieved is due mainly to their outstanding loyalty for which I am indeed grateful.



ASHTON G. WRIGHT  
CONTRACTOR-GENERAL

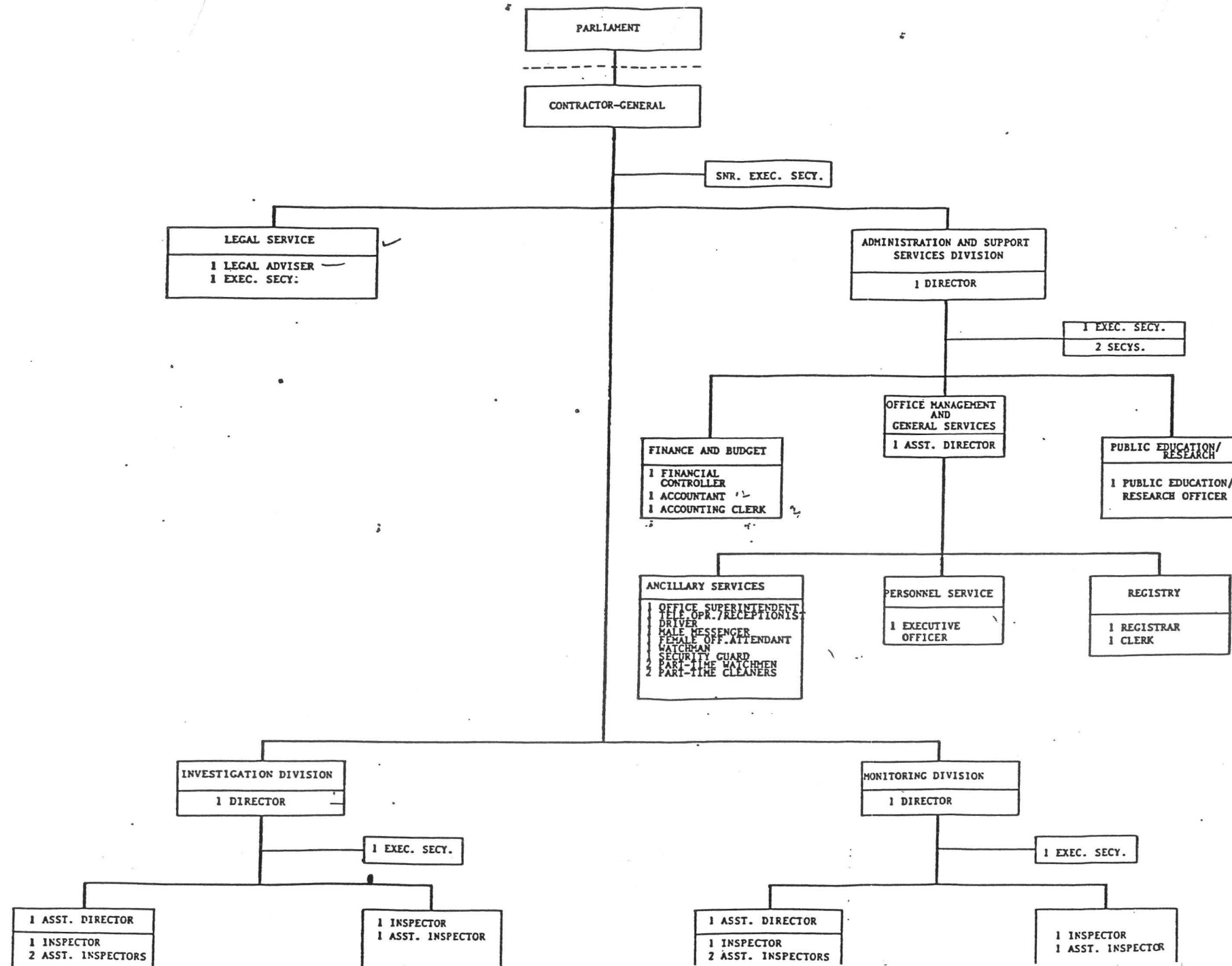
DECEMBER 17, 1987





OFFICE OF THE CONTRACTOR GENERAL  
PROPOSED ORGANISATION CHART

FEBRUARY, 1987



	QUESTIONS	ANSWERS
A	<u>CONTRACTORS</u>	
1.	Is there a contractors list available in your agency. If so, please attach a copy to your reply showing nationality and address of each contractor.	
2.	What method/procedure was used to prepare such a list?	
3.	How often is the list reviewed?	
4.	Last date of review.	

	QUESTIONS	ANSWERS
A	<u>CONTRACTORS CONTD.</u>	
5.	List any joint ventures of Jamaican and Overseas contractors with addresses.	
6.	What investigations were carried out to determine the suitability of the overseas firm for joint venture?	
B	<u>TENDER PROCEDURES</u>	
1.	What tender procedures do you normally use when inviting tenders leading to the award of a contract for:-	
(a)	Contracts with local contractors for works of Civil Engineering, Architectural, or otherwise for an amount less than \$150,000 financed from local resources.	
(b)	As above for contracts Ja.\$150,000 - Ja.\$750,000.	
(c)	Over Ja.\$750,000	
(d)	Contracts for works of Civil Engineering, Architectural or otherwise financed from local and foreign funds.	

	QUESTIONS	ANSWERS
<p>B</p> <p>(e)</p> <p>(f)</p> <p>2.</p>	<p><u>TENDER PROCEDURES CONTD.</u></p> <p>Procurement contracts for materials and/or equipment with:-</p> <p>(i) local firms</p> <p>(ii) overseas firms</p> <p>Contracts with overseas firms for the supply of technical services.</p> <p>Describe briefly how you evaluate the tenders received and the procedure used to establish a valid tender, in respect of:-</p> <p>(1) Tenders over \$750,000 financed from local resources.</p> <p>(11) Tenders for contracts financed from both local and foreign funds.</p>	

	QUESTIONS	ANSWERS
B	<u>ACTION AFTER RECEIPT OF TENDERS</u>	
3.	What are the considerations which influence the award of a contract?	
4.	Is there an authorised body responsible for awarding a contract either by tender or by negotiation? If so give the official designation of that body.	
5.	<p>Please attach sample copies of:-</p> <p>(a) General conditions of the contract</p> <p>(b) Form of agreement</p> <p>(c) A performance bond</p> <p>for contracts B 1. (b) (c) and (d)</p>	

	QUESTIONS	ANSWERS
C	<p data-bbox="387 315 706 342"><u>NEGOTIATED CONTRACTS</u></p> <p data-bbox="142 380 1225 443">1. How many contracts were negotiated by your agency within the last year ended December 31, 1986?</p> <p data-bbox="134 768 521 795">(a) If any explain:-</p> <p data-bbox="327 821 1163 857">(1) In what circumstances was this decision taken?</p> <p data-bbox="327 1143 1182 1179">(11) How was/were the contractor/contractors chosen?</p> <p data-bbox="134 1295 1198 1365">(b) Is negotiation a general practice in your agency and if so please explain why.</p>	

	QUESTIONS	ANSWERS
D	<p><u>ADMINISTRATION AND SUPERVISION OF CONTRACTS</u></p> <p>1. Describe briefly the method of administration and supervision of contracts.</p> <p>2. What action do you take if a contractor fails to implement the terms of a contract.</p> <p>3. If a contract period has expired and the work incomplete what action do you take to correct this situation.</p>	



	QUESTIONS	ANSWERS
E	<u>TERMINATION OF CONTRACTS</u>	
1.	How many contracts were terminated by your agency during the year ended 31st December, 1986?	
(a)	Give the title/subject of the contract(s) terminated, if any, and the name of the contractor(s).	
(b)	What were your reasons for terminating the contract(s).	
(c)	What action was taken once the decision was reached to terminate the contract(s).	
(d)	Having terminated the contract(s) what procedures were used to employ another contractor to complete.	

CONTRACTS WITH LOCAL CONTRACTORS - FINANCED FROM LOCAL RESOURCES - IN OPERATION

APPENDIX III

(To be completed and returned  
by April 16, 1987)

ONLY CONTRACTS OVER JA\$150,000 ARE REQUIRED

9.

Description *	Name of Contractor	Was the Contractor prequalified	How awarded		Amount of contract JA\$000's	Progress % complete to date	Amount spent to date JA\$000's	Remarks (Give contract period - other useful information)
			By selective or public tender	By negotiation. Explain in remarks column				

\* Enter each contract separately

ONLY CONTRACTS OVER \$150,000 ARE REQUIRED (To be completed and returned by April 7, 1987)

8.

Description *	How to be financed		Anticipated date of award	Tender documents being prepared		Remarks**
	Local funds. Give amounts if known. JA\$000's	Foreign funds. Give amounts if known and type of currency		In house Yes/No	Consultants Yes/No	

\* Enter each contract/tender document separately

\*\* Comment on (a) are funds available for their financing  
(b) other useful information  
(c) include procurement contracts

CONTRACTS FINANCED FROM LOCAL AND FOREIGN FUNDS - IN OPERATION

ONLY CONTRACTS OVER JA\$150,000 ARE REQUIRED (JA\$5.50 = US\$1.00)

(To be completed and returned  
by April 29, 1987)

APPENDIX III

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Description *	Name and nationality of Contractor **	Was the Contractor prequalified	How awarded		Amount of contract JA\$000's Local JA\$000's Foreign currency	Progress % complete	Amount spent to date. Local JA\$000's Foreign currency	Remarks (Give contract period - other useful information)
			By selective or public tender	By negotia- tion. Explain in remarks column				

\* Enter each contract separately

\*\* If joint venture give name of local contractor,  
name of overseas contractor

PROCUREMENT CONTRACTS IN OPERATION WITH OVERSEAS FIRMS  
ONLY CONTRACTS OVER JA\$150,000 ARE REQUIRED (JA\$5.50 = US\$1.00)

(To be completed and returned  
 by May 8, 1987)

APPENDIX III

Description*	Name and nationality of Contractor	Were Contrac- tors prequalified	How awarded		Amount of contract JA\$000's Local JA\$000's Foreign Currency	Progress % com- plete	Amount spent to date. Local JA\$000's Foreign Currency	Remarks (Give contract period - other useful information)
			By selective or public tender	By negotia- tion. Explain in remarks column				

\* Enter each contract separately

CONTRACTS/WITH OVERSEAS FIRMS FOR THE SUPPLY OF TECHNICAL SERVICES  
ONLY CONTRACTS OVER \$150,000 ARE REQUIRED (JA\$5.50 = US\$1.00)

(To be completed and returned  
by May 19, 1987)

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Name of Firm	Specialty of firm	Type of technical service	Contract period	Amount of contract JA\$000s Local JA\$000's Foreign currency	Amount spent to date	Remarks

CONTRACTS COMPLETED WITHIN THE LAST YEAR TO DECEMBER 31, 1987,  
ONLY CONTRACTS OVER \$150,000 ARE REQUIRED

(To be completed and returned  
 by May 29, 1987)

Description *	Name of Contractor	Were Contractors prequalified	How awarded		Amount of the contract JA\$000's	Completion date		Remarks
			By selective or public tender	By negotiation. Explain in Remarks Column		As per contract	Actual date of completion	

\* Enter each contract separately

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Ministry of Education	Mineral Heights Primary School	J\$1.696 mil.	Project suspended after expenditure of \$979,730.00, when about 65% complete. Contract now terminated.	Investigate causes for determination of contract.	<p>The Contractor experienced difficulties to complete the contract.</p> <p>Labour disputes with workers on site - continued dialogue with union representatives remained in deadlock with no collective agreement to solve the problems.</p> <p>Short payment to the Contractor for work certified by the Quantity Surveyor caused labour troubles to some extent, and the Contractor's inability to finance the project effectively.</p> <p>The Contractor sought to have the contract mutually determined, however, the Client would not accommodate the Contractor's request and subsequently terminated the contract.</p> <p>Arrangements are now being made with another Contractor to complete the contract.</p>



PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Ministry of Health	Public Health Laboratory	J\$17.2 mil.	Contract awarded. Work to commence shortly.	Interviews conducted with persons connected with the project.  Various documents examined to assess the propriety of the contract award process.  Reviewed tender evaluation procedure.  Compile interim report.	Four (4) Consultants employed on the project have separate contracts.  It has not been ascertained how some are remunerated as scale of fees has been provided for the Architect only.  The main contract was awarded by negotiation after the original awardee withdrew his offer. This was after the tender bond had expired.  All the procedures adopted were generally in order.

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Ministry of Local Government	Construct building to be used as market at Kellits - parish of Clarendon.	J\$1.294 mil.	Project completed.	Letter to P.S., Ministry of Local Government, inviting comments on circumstances which were taken into account in deciding to divest the market and the acceptance of a rental of \$100.00 per annum before an investigation is put in place.	<p>The Auditor General's report for 1986 had inferred that there could have been an irregularity in renting the facility for \$100.00 per annum, following closely on the completion of the building at a capital cost of \$1.294 million.</p> <p>The P.S. pointed out that the market operates for a maximum of 12 hours per week, and its finances were in a deficit position because of low revenue and high maintenance costs. It was not a viable proposition to the lessee. However, the same lessee had leased the May Pen, Frankfield and Chapelton markets which were profitable concerns, and so the profits from these markets were used to offset the losses on the Kellits market. In view of the foregoing there were no arrangements for an investigation. The economics of the situation had obviously escaped the attention of the planners in deciding to construct a market costing \$1.294 million for an operation of only 12 (twelve) hours per week.</p>

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Jamaica Public Service Company Ltd.	Construction of new sub-station in Port Antonio	J\$1.524 mil.	Contract awarded on recommendation of Government Contracts Committee..	Permanent Secretary advised of findings during monitoring of project.	<p>Letter sent to Permanent Secretary, Ministry of Public Utilities &amp; Transport pointing out:</p> <p>(a) the deficiency of the Consultants in not evaluating the pre-qualification questionnaire;</p> <p>(b) recommending public opening instead of private opening of tenders.</p>

REVIEW OF WORK DONE TO 30.9.87

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Jamaica Public Service Company Ltd.	Construction of new sub-station in Port Antonio	J\$1.524 mil.	Contract awarded on recommendation of Government Contracts Committee.	<p>Examined:</p> <p>(a) Selection of Contractors.</p> <p>(b) Tender documents:-</p> <p>i) instructions to tenderers</p> <p>ii) conditions of contract</p> <p>iii) bills of quantities</p> <p>(c) Reviewed record of tender opening and evaluation of tenders.</p> <p>(d) Interviewed J.P.S. personnel to obtain relevant details.</p> <p>(e) Prepare interim report</p>	<p>Contractors were required to complete pre-qualification questionnaires, but there is no evidence of their being evaluated. Instead Contractors were selected from J.P.S. list.</p> <p>These are in order.</p> <p>Tenders were opened by J.P.S. Co. Tenders Committee at a private opening. This is not recommended in view of Contractors suspicions of decisions taken at private openings. Evaluation of tenders acceptable. Government Contracts Committee supported recommendations for award by Consultants and forwarded their recommendations to Ministry of Public Utilities &amp; Transport for transmission to Cabinet.</p> <p>-</p> <p>-</p>

REVIEW OF WORK DONE TO 30.9.87

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
National Development Agency (N.D.A.) in charge of construction on behalf of Ministry of Health. N.D.A. dismantled before completion and project was completed by Urban Development Corporation (U.D.C.).	Comprehensive Health Centre - Slippen Rd. Kingston Ministry of Health	J\$3.599 mil. (contract fig.) Final cost J\$5.819 mil. partially funded by Dutch Government.	Project completed	Investigated reasons for increased cost:  Documentary information from Quantity Surveyor identified increased cost broken down as follows:-  Contract figure  (see overleaf)	The effect of such abnormal working conditions on site was to delay completion of the project, and to increase the cost due to payments to the Contractor for extensions of time to compensate for additional overhead costs including added premiums for extension of time on insurances and bond.  A report with recommendations has been forwarded to the Permanent Secretary, Ministry of Health and the Minister on ways of improving control and management of their projects.

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Urban Development Corporation U. D. C.	West Kingston Development Programme	J\$170.5 Million	<p>The following contracts have been awarded</p> <ol style="list-style-type: none"> <li>1. Ocean Square-Oxford Mall South and coal Yard</li> <li>2. Chapel Lane Market</li> <li>3. Upgrading Queens Market. Toilet block</li> <li>4. Upgrading Coronation Market-toilet block</li> <li>5. Kgn Pen Gully - improvement</li> <li>6. Coronation Admin building</li> </ol>	<p>Reviewed:-</p> <ol style="list-style-type: none"> <li>a) prequalification of contracts</li> <li>b) record of opening and evaluation of tenders</li> <li>c) award of contracts</li> </ol>	<p>U.D.C.:tender. The U.D.C. Act can award contracts without reference to the Government Contracts Committee, consequently, all contracts No. 1-6 in the adjoined column were awarded by that body. Apart from minor informalities the operation is acceptable.</p> <p>However in the area of sub-contracts U.D.C. needs to pay more attention to the formal procedures necessary for such contracts.</p>

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
National Development Agency (N.D.A.) in charge of construction on behalf of Ministry of Health. N.D.A. dismantled before completion and project was completed by Urban Development Corporation (.U.D.C.)	Comprehensive Health Centre - Slipe Pen Rd. Kingston Ministry of Health	J\$3.599 mil. (contract fig.) Final cost J\$5.819 mil. partially funded by Dutch Government.	Project completed	<p>Investigated reasons for increased cost: Documentary information from Quantity Surveyor identified increased cost broken down as follows:-</p> <p align="right">\$</p> <p>Contract figure '3.599m.</p> <p>Increased cost due to devaluation 613,241</p> <p>Variation orders 623,319</p> <p>Labour increase 396,309</p> <p>Materials increase(local)508,307</p> <p>Cost due to extensions of time 78,290</p> <p><u>TOTAL</u> - \$5.819 mil.</p>	<p>The General Management of the project especially during implementation has been poor, and this was exacerbated by inadequate brief to the Architect of the Ministry's requirements during the pre-contract stages. So that while there were unnecessary variations (extra works) by adding to the original structure as designed, these additions were also uncontrolled and were authorised by the Architect, by the Ministry and by officials of the Dutch Government independently of each other. Accordingly, the item of cost for variations totalled \$623,319 and was higher than any other contributory items.</p> <p>Escalation costs due to devaluation of the Jamaican dollar totalled \$613,241, and a labour increase during the implementation of the project totalled \$396,309. These costs were unavoidable.</p> <p>The Contractor reported organised pilfering of materials by workmen and their confederates, and these materials had to be replaced at extra cost. The Security Guards were unable to deal with any form of labour troubles.</p>

REVIEW OF WORK DONE TO 30.9.87

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
National Hotels & Properties	Construction of an 86 bedroom addition to the existing hotel - Jamaica Jamaica.	J\$10.9 mil.	Under implementation approx. 70% complete.	<p>Investigated methodology used for pre-contract services.</p> <ol style="list-style-type: none"> <li>1. Reviewed selection of consultants i.e. Architects and Structural Engineers. Selection below normal standard.</li> <li>2. Examined method of choosing Contractors to tender. Method ad hoc and without due regard for proper prequalifying of Contractors for tendering.</li> <li>3. Tender document adequate for purpose intended.</li> <li>4. Reviewed method of tender opening and recording. National Hotels &amp; Properties uses "private opening" of tenders.</li> </ol>	<p>The appointment of Architects and Engineers for any project especially one of this size was unprofessionally done. Terms of reference and scale of fees should have formed a formal agreement between the parties to the contract. The present arrangement is unsatisfactory.</p> <p>Contractors should be pre-qualified for tendering on a project of this size. This ad hoc selection is unsatisfactory. National Hotels &amp; Properties need to be more professional in their operation.</p> <p>Private opening of tenders although practiced by some professionals is now out of date and should be discontinued in favour of public opening. Contractors suspicions on the integrity of public officers would disappear if public opening is used.</p>



PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
National Hotels & Properties	Construction of an 86 bedroom addition to the existing hotel Jamaica Jamaica.	J\$10.9 mil.	Under implementation approx. 70% complete.	5. Reviewed award of contract. The award was carried out "in-house." Government Contracts Committee was not requested to examine and recommend award.	<p>Government instructions since 1963 are that contracts over \$750,000.00 be sent to the Government Contracts Committee for recommendation to Cabinet. This instruction was apparently ignored.</p> <p>A report has been sent to the Managing Director - National Hotels &amp; Properties, pointing out the discrepancies observed in the investigation and recommending suitable professional standards to be used in future contracts.</p>

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Estate Development Company	Group III Primary Schools Building Programme.	J\$70 mil., Partially financed by the Inter-American Development Bank (I.D.B.)	Evaluation of completed pre-qualification forms by Contractors who will be requested to tender on five (5) of the 22 schools in the programme.	1. Reviewed evaluation of pre-qualification questionnaire. This method shows marked departure from normal practice.	<p>Contractors are graded based on financial data into Grades A, B, C, D &amp; E by setting financial criteria for these grades. Other sections of the pre-qualification forms are then chosen for evaluation. Contractors are required to obtain 50% of the total "mark" allowed each section before being pre-qualified.</p> <p>The intent of this novel method of pre-qualification is readily appreciated because of the nature of the projects to be implemented.</p> <p>However, some problems are foreseen in the tendering process mainly because of the way the financial criteria is established.</p>

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Rural Electrification Programme Limited	Procurement contract for supplies of overhead distribution line materials and equipment.	J\$2.59 mil.	Tenders being evaluated. Award expected shortly.	Monitor pre-contract activities: -  Prequalification Tender Documents Invitations to tender	<p><u>Pre-qualification</u> in the case of procurement is not a general practice. (Electrical materials and equipment are manufactured under strict codes and standards and associated with Brand Names). Therefore requirements are based on technical specification and schedules. (A list of the suppliers are maintained for the purposes of procurement based on past performances).</p> <p><u>Tender Document</u></p> <p>The standard of this document is well below what is expected to be the norm in tendering, especially for procurements of materials abroad. It is surprising that important matters such as the conditions of the contract are not adequate to ascertain the rights and obligations of the parties to the contract. We have recommended to Rural Electrification a more professional approach for future tenders.</p>

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Jamaica Industrial Development Corporation (JIDC)	Small Industries Complex-Factories of medium size (10,000 - 20,000 sq.ft.) at Glendevon, May Pen Naggo Head, Sandy Bay.	J\$11.4 mil. Partially financed by Caribbean Development Bank (CDB).	Project deferred to review economic assessment by C.D.B. in view of increased cost. Approval awaited.	1. Contractors pre-qualification forms reviewed. Two such pre-qualification assessments were carried out. The first in 1985 by B.G.W. Cawston and Partners - Quantity Surveyors, the 2nd by Stoppi, Cairney Bloomfield - Quantity Surveyors in 1986.	<p>Evaluation of the pre-qualification forms and therefore the preparation of of a list of eligible Contractors is acceptable.</p> <p>But, since the more recent evaluation was carried out in 1986, it is necessary that this exercise be repeated as soon as it is known that C.D.B. intends to give supporting finance to the project.</p> <p>Monitoring of the project must accordingly be suspended until then.</p>
Jamaica Industrial Development Corporation (JIDC)	25,000 sq.ft. factory at Montego Freeport	J\$3.525 mil. Partially financed by C.D.B.	As above	As above	As above

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Ocho Rios Commercial Centre (a subsidiary of U.D.C.)	Construction of supermarket and Art Gallery in Ocho Rios	J\$5.681 Million	Contract awarded  Construction work in progress - approximately 50% complete	Received  a) Selection of Contractors  b) Tender document  c) Opening and evaluation of Tenders  d) Visited site to establish if implementation is in accordance with terms and conditions of contract.	No evidence that Contractors were pre-qualified. The names of six Contractors were given to the Quantity Surveyor from whom tenders were to be invited. This is not acceptable. Selection of Contractors must be made at a higher level than ProjectManager - preferably at Board level.  Satisfactory for the project under consideration  This exercise was carried out with reasonable professionalism.  Contractor poorly organised. No work programme to follow. Approximately 6 weeks behind schedule. No hope of completion on time. Supervision by client very poor, however, quality of work reasonable.

CONTRACTOR GENERAL'S OFFICE  
REVIEW OF WORK DONE TO 30.9.87

APPENDIX IV

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Port Authority of Jamaica	Proposed new 2nd & 3rd data entry building Montego Freeport.	J\$14.27 mil. Partially financed by Caribbean Development Bank (CDB).	Tenders were evaluated by the Consultant and report submitted to the Government Contracts Committee for review and recommendation.	<p>1. Reviewed pre-qualification of Contractors and found it generally acceptable. Financial capability of Contractors not used in evaluation of pre-qualification forms.</p> <p>2. Examined tender document and found it to be adequate for the purposes intended.</p> <p>3. Tender opening a private one. Port Authority has always operated in this way. Record of opening signed by all members of Tenders Committee.</p>	<p>The evaluation of the pre-qualification forms would have been more meaningful if the accent for assessment had been put on areas such as:</p> <ul style="list-style-type: none"> <li>(a) the financial capability of the Firm;</li> <li>(b) his proven track record;</li> <li>(c) the experience and/or qualification of the Contractor's staff;</li> <li>(d) quantity and suitability of equipment for the job etc.</li> </ul> <p>The assessment of a 50% score fixed by the Consultants for pre-qualification is too low for a job estimated at J\$14.27 million. A 60-65% score seems the likely figure.</p> <p>Tender document carried precise instructions to tenderers' conditions of contract satisfactory for proper administration of the contract.</p> <p>This method is old fashioned and should be discontinued. A public opening is recommended to remove any suspicions by Contractors and thus maintain the integrity of members of the Tenders Committee.</p>

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Port Authority of Jamaica	Proposed new 2nd & 3rd data entry building Montego Freeport.	J\$14.27 mil. Partially financed by Caribbean Development Bank (CDB).	Tenders were evaluated by the Consultant and report submitted to the Government Contracts Committee for review and recommendation.	4. Reviewed Consultant's recommendation for most responsive and lowest tender which was recommended for award of contract and found it acceptable.	A clear cut case.

PUBLIC BODY	PROJECT DESCRIPTION	CONTRACT AMOUNT OR ESTD. COST	STATUS OF PROJECT	ACTION TO DATE	REMARKS
Port Authority of Jamaica	Construction of new Berths 5 & 6 and new Terminal Building Montego Freeport.	J\$60 Mil. Partially financed by European	<p>Tender for the supply of steel sheet piling for the sub-structure of the berths awaiting recommendation for award of contract by Government Contracts Committee.</p> <p>Contractors pre-qualified for installation of sheet piling and remaining works</p>	<p>Reviewed list of Contractors who tendered on supply of sheet piling. List prepared from replies by interested Contractors to advertisement.</p> <p>Reviewed tender (contract) document. Noted short-comings.</p> <p>Reviewed record of tender opening and noted careless format.</p> <p>Review prequalification documents.</p>	<p>Suppliers should have been pre-qualified by issuing standard pre-qualification forms to them or names taken from list of known reputable suppliers.</p> <p>This tender document is inadequate for the purposes intended. The Consultant seems unfamiliar with work of this nature.</p> <p>Instructions in tender document requested "Alternative Bid" Format of record of bid opening did not allow a column for alternative bid, and therefore difficult to distinguish between "tenders" and alternative bid. This is very unsatisfactory.</p> <p>A letter has accordingly been sent to the Manager, Port Authority pointing out this discrepancy.</p> <p>Thirteen firms prequalified. (all overseas contractors). Prequalification method acceptable. Partially financed by European Investment Bank. Jamaican Contractors being encouraged to form joint venture with a view to prequalifying for the project.</p> <p>No physical work has actually begun.</p>