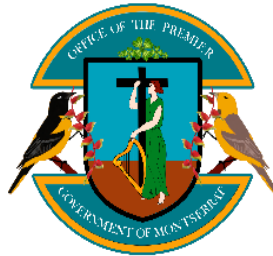


# GOVERNMENT OF MONTSERRAT

## Invitation to Tender (ITT)



## Refurbishment Works Office of the Premier Reception Area

### **OFFICE OF THE PREMIER**

P.O. Box 292, GOVERNMENT HEADQUARTERS, BRADES, MONTSERRAT  
TEL: (664) 491 3378/3463/2066/2557, FAX: (664) 491 6780/4632

EMAIL: [OP@GOV.MS](mailto:OP@GOV.MS)

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## 1.0 Introduction

The Government of Montserrat, is seeking bids for the Refurbishment Works to Office of the Premier Reception Area. Interested parties are required to submit a bid in accordance with the Scope of Works outlined in Section 5 and Appendix C.

Please read instructions to bidders before completing your submission. Failure to follow instructions may result in your bid being deemed non-compliant and not being considered any further.

The ITT consists of the following documents:

The ITT sets out an indicative timetable for the procurement process and provides instructions for Bidders. By participating in this Tender you are indicating your acceptance to be bound by the guidelines set out in this ITT.

Included are the tender documents, consisting of:

- 1) Introduction
- 2) Invitation to Tender
- 3) Instructions to Bidders
- 4) Guidance Notes
- 5) Scope of Works
- 6) Evaluation of Bids
- 7) Respondent's Identification Details
- 8) Form of Tender
- 9) Anti-Collusion Statement
- 10) Tender Checklist
- 11) Appendix A – Form of Contract
- 12) Appendix B - General Conditions of Contract
- 13) Appendix C – Bill of Quantities
- 14) Annex A - Drawings

### **Purpose**

- Expects Bidders to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Bidders.
- Provides Bidders with sufficient information to enable them to submit a compliant Tender
- Sets out the Award Criteria and the tender evaluation process that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

## 2.0 Invitation to Tender

This is an indicative timetable and may be subject to change.

Project Details	Deliverable
ITT for Refurbishment Works to the Office of the Premier Reception Area	Date Published on Government of Montserrat Website <b>Tuesday 1<sup>st</sup> March, 2022</b>
Access to the ITT Suite of Documents	Hard copies can be downloaded from the Government of Montserrat website at <a href="https://tenders.gov.ms/">https://tenders.gov.ms/</a>  Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at <a href="https://www.mytenders.co.uk/">https://www.mytenders.co.uk/</a> If you are intending to make an electronic submission to this tender, please register your interest on <u>myTenders</u> at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.
Site Visit Meeting:  Entrance Office of the Premier Building	<b>Wednesday 9<sup>th</sup> March, 2022 at 9:00 am</b>
Clarification deadline and contact details	<b>Thursday 10<sup>th</sup> March 2022</b>  Email: Procurement officer at <a href="mailto:soweo@gov.ms">soweo@gov.ms</a> and <a href="mailto:fentonn@gov.ms">fentonn@gov.ms</a>
ITT submission deadline	<b>Wednesday, 16<sup>th</sup> March 2022, no later than 12:00 midday (Eastern Caribbean Time, 16.00 hrs UK time)</b>
Tender Submission address	The Chairperson Public Procurement Board Ministry of Finance and Economic Management Brades Montserrat
Contract Commencement – this is an indicative date and maybe subject to change	March 2022

## **Procurement Process**

A Supplier for the Refurbishment Works to Office of the Premier Reception Area will be selected through this Invitation to Tender (ITT). Potential Bidders who are interested in this opportunity are asked to submit their tender in line with the instructions and guidance contained within this ITT:

### **Process after Submission of Tenders**

- ✓ Public Opening by Public Procurement Board – This is usually on the same day as the submission deadline at 2:00 pm in the Human Resources Management Training Room, Upstairs HR Building, (provided that we have a quorum).
- ✓ Once the bids have been opened and information on the name of the supplier and the price of the bid is announced and recorded. The public element of the meeting is declared over.
- ✓ The bids are locked away securely.
- ✓ The bids are then passed onto the nominated evaluated team, approved by PPB.
- ✓ The evaluation can take from two (2) – six (6) weeks depending upon the number of bids received
- ✓ The evaluation team will compile a Tender evaluation report which will be presented to PPB for their consideration and decision.
- ✓ PPB will consider the report and recommendations and will make the final decision.
- ✓ The Procurement department will then send out outcome letters to all bidders via email or hard copy letter if no email address is available.
- ✓ The successful bidder will be advised to contact the Permanent Secretary to arrange a meeting to sign the contract.
- ✓ No work must commence until the contract has been signed.
- ✓ There will be ongoing performance management for each contract that will feed into project completion and closure report. The performance for each contract may be used in assessing future bid submissions.

## **Evaluation Process**

**Tender submissions will be evaluated based on the following ITT Evaluation stages:**

### **Stage 1**

When evaluating ITT submissions received, we will check them to ensure that:

- they comply with all instructions
- they do not contain any qualifications or conditions,
- they are clear and comprehensive, and
- they are valid and complete

Submissions that are not complete will be eliminated and not considered further

## **Stage 2**

The submissions who meet all the requirements assessed under Section 6 will now have their price submission evaluated.

If the GoM needs to clarify any points, questions will be submitted in writing to the Potential Bidder via email, who will also be required to respond in writing.

## **Stage 3**

Following the outcome of Stage 3, Clarification the GoM will re-moderate the quality scores if applicable and recommend to PPB that an award be made to the organization that has achieved the maximum score.

### **3.0 Instruction to Bidders**

Bidders should read these instructions carefully before completing and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

#### **Authorities**

The Authority issuing this invitation is the Government of Montserrat. The procurement procedure will be managed in accordance with GOM's Procurement Regulations, a copy of which can be found at [www.gov.ms](http://www.gov.ms)

#### **Disclaimer**

The information contained in this document is believed to be correct at the time of issue but neither GOM nor their advisors will accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. GOM reserves the right to amend or vary any area of this document during the course of the procurement.

No information contained in this ITT or in any communication made between the GoM and any potential Bidder in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT. The GoM reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the GoM incur any liability in respect of this ITT or any supporting documentation.

The GoM reserves the right to cancel the tender process at any point. The GoM is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the GoM is required to follow under relevant Procurement Regulations, 2019.

- The GoM is not making an offer to enter into a contractual relationship by issuing tender documents.

- The GoM is under no express or implied obligation to invite or evaluate tenders from any or all of the companies who respond to this contract notice with a tender submission.
- The issue of the tender documents does not imply any representation by the GoM as to the candidate's financial stability, technical competence or ability in any way to carry out the Services. We reserve the right to return to these matters as part of the evaluation process.
- The laws of Montserrat shall apply for the purposes of all proceedings relating to this procurement process and any contract awarded pursuant thereto.

Potential Bidders are requested to note that wherever in the ITT there is a reference to the proprietary name of a service or qualification, or to a specific standard, alternative services or qualifications or standards will be acceptable provided the Potential Bidders can demonstrate that the service, qualification or standard is at least equivalent in quality and specification to the named service, qualification or standard and that the alternative meets all of the GoM's requirements to the Authorities satisfaction.

**Confidentiality**

All information provided in this document, particularly financial information, shall remain confidential between the organisation and GOM and its advisers. GOM will not share this information with any other organisations or Public Bodies without the permission of the organisation. Similarly, organisations must treat all information provided by GOM and its advisers as confidential.

Respondents are required to respect the confidentiality of the process and must not seek to gain advantage by discussing this process or any potential bid with the Press, any UK or GOM official involved in the process or the United Kingdom Foreign, Commonwealth Development Office (FCDO). Under no circumstances should direct contact be made with anyone else regarding this process without the prior arrangement or agreement of the GOM Head of Procurement. Failure to observe this confidentiality may result in disqualification from the tender process.

All information supplied by the Contracting Authority in connection with this ITT shall be regarded as confidential except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of responses to this Request for Tender.

**Communication and clarification**

All communications during the procurement process must be made in writing and be sent by email to:

Name	Harjinder Jutle
Title	GOM Head of Procurement
Email	<a href="mailto:soweo@gov.ms">soweo@gov.ms</a> and <a href="mailto:fentonn@gov.ms">fentonn@gov.ms</a>

Depending on the requirements of Bidders, GOM is willing to reconsider the stated deadlines to allow a further round of requests for clarification if required. During the procurement process it is up to bidders to check the GoM website for updates. myTenders will send out automatic notifications. In completing Tender submissions and/or requesting clarification, Bidders must refer back to the numbering format/section as set in the ITT.

Direct or indirect canvassing of any GoM or, public sector employee or agent by any potential Bidder concerning this requirement, or any attempt to procure information from any GoM or, public sector employee or agent concerning this ITT may result in the disqualification of the potential Bidder from consideration for this requirement.

### **Participation**

Tenders must be submitted by, or on behalf of, the proposed bidder of the services. No change in the identity or composition of the Bidder (including the identity or composition of any partner in a consortium or of any sub-contractor to the Bidder) is permitted during the procurement process unless GOM has given its prior approval in writing.

### **Conflict of Interest**

Each Tenderer shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a “Conflicted Person”):

- (i) any employee of the Government of Montserrat;
- (ii) any member of the Government of Montserrat;
- (iii) any family member of any such employee; or
- (iv) any business entity controlled by or otherwise not at arm’s length to any one or more of any such employee, or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this ITT.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Tenderer’s response.

### **Contract Award**

GOM will award a contract on the basis of the award criteria detailed within **Section 6** below (Evaluation of Bids) contained within this document.

Once GOM has reached a decision in respect of a contract award, it will notify all Bidders of that decision before entering into any contract.

Contract award is subject to the formal approval process of GOM through the Public Procurement Board. Until all necessary approvals are obtained no Contract will be entered into.

### **Ownership of Material**

Any studies, reports, designs or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client (Government of Montserrat). The Consultant may retain a copy of such documents and software.

All documents submitted by Tenderers in response to this ITT are to remain the property of the Government of Montserrat.

### **Limitation of Liability**

The Government of Montserrat will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this ITT, the Tenderer’s participation in this ITT process or the Government of Montserrat’s acts or omissions in connection with the conduct of this ITT process. This limitation applies to all possible claims by a Tenderer, whether arising in contract, tort, equity, or otherwise, including, without limitation,



any claim for a breach by the Government of Montserrat of a duty of fairness or relating to a failure by the Government of Montserrat to comply with the terms set forth in this ITT.

### **Contract Requirements**

The Scope of Works at Section 5 and Bill of Quantities at Appendix C details the required GoM requirements.

The Potential Bidder shall be expected to agree to the Contract Terms and Conditions prior to contract commencement.

The Potential Bidder's terms of business will not be accepted in lieu of or in addition to the Contract Conditions forming part of this ITT.

### **Tax Obligations**

If locally based, the tenderer must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents. In the case of a sole trader, the tax compliance certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the tax compliance certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company". It is therefore incumbent on the bidder to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Tenders received with improper tax compliance certificates would be rejected.

All Services undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a **20% Withholding Tax deduction from the gross amount**. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at [irev@gov.ms](mailto:irev@gov.ms).

### **Submission Instructions**

Bidders should read these instructions carefully before completing and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

The priced information submitted in the Form of Tender must include, (but should not be limited to cover) all the cost essential to Refurbishment Works to Office of the Premier Reception Area.

There are **two (2)** options available for submitting a Tender:

#### **Submitting a tender (bid)**

- Electronic submissions can be submitted via the myTenders Portal at <https://www.mytenders.co.uk/>

If you are intending to make an **electronic submission** to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

- **Hard copies** can be submitted by hand – Please follow the instructions set out below.

### **Submitting a hard copy of your Tender**

You will need two (2) plain envelopes for the Tender submission.

You must follow these instructions. Failure to do so may result in the tender being non-compliant and not considered any further.

#### Envelope 1. 📁

Follow the steps written below:

- a. Write the name of the Bidder (Tenderer, Supplier) on this envelope.
- b. Write the name of the project and the address on the envelope as written below:

#### **Invitation to Tender for the Refurbishment Works to Office of the Premier Reception Area**

The Chairperson  
Public Procurement Board  
Ministry of Finance and Economic Management  
P.O. Box 292  
Brades  
Montserrat, MSR1110

- c. Now put this envelope into another plain envelope (Envelope 2)

#### Envelope 2 📁

Continue following the steps below:

Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for Tender return:

#### **Invitation to Tender for the Refurbishment Works to Office of the Premier Reception Area**

The Chairperson  
Public Procurement Board  
Ministry of Finance and Economic Management  
P.O. Box 292  
Brades  
Montserrat, MSR1110

**NB: Envelope 2 must not have the Bidder's name on it or any other markings.**

Failure to comply with this requirement will lead to your submission being deemed non-compliant and not considered any further.

Tenders are to be delivered to the address above by **12:00 midday Eastern Caribbean time, 16:00 UK time.**

Tenderers will be given a receipt.

## 4.0 Guidance Notes

Bidders should read these instructions carefully before completing the Bid and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

1. GOM reserves the right to amend or terminate the procurement procedure or change the timings outlined in this ITT.
2. GoM reserves the right to issue additional documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
3. Potential Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
4. Under the Contract the GoM will require compliance with its policies. Potential Bidders are advised to satisfy themselves that they understand all the requirements of the service requirements and Contract before submitting their Tender. Where additions or amendments are made to the clauses included in the Supply of Services Agreement and are issued during the tendering process they shall supplement and/or supersede previous versions
5. Any changes to the procurement timetable shall be published as an Addendum on both websites, GoM and myTenders.
6. The Montserrat General Conditions of Contract will be adopted for this Contract. These are attached as **Appendix A & B**. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.
7. Tenderers must complete, sign and return Tender Submission Check List, with all the required documents to constitute a compliant Bid. Failure to comply with this requirement will lead to bids being deemed non-compliant and failing to pass the administrative compliant stage. (Stage 1).
8. Tenderers are to provide all document or information requested as part of their tender submission. Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
9. Tenders must be returned in line with the instructions for submitting a Tender. Late submissions will not be considered.
10. All tenders will be arithmetically checked; any errors will be brought to the tenderer's attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
11. Tenderers are not permitted to submit alternative tenders.
12. The Government of Montserrat is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.

13. Validity Period - The bids must remain valid for acceptance for a minimum of ninety (90) days after the Submission deadline, to allow time for evaluation, selection and any unforeseen delays. Should circumstances arise that require an extension to this period, we will seek to do this in writing.
14. Tenders must be completed in the English language or a full English translation provided at no cost to the GoM.
15. The submission will be checked for completeness and compliance before responses are evaluated.
16. Any signatures must be made by a person who is authorized to commit the Potential Bidder to the Contract.
17. This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the GoM and its advisers
18. Where Potential Bidders believe that they are unable to submit a Tender through the electronic system or deliver a hard copy or require assistance or further information to be able to use the myTenders portal, they must contact the GoM via email no later than four (4) calendar days before the Tender submission due date, to enable any technical queries to be investigated and resolved.
19. The GoM may wish to undertake a site audit on your premises, to clarify any aspect of your tender submission. Following the site visit, the GoM reserves the right to re-moderate the scores given to your submission.
20. Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Tenderer without the prior written consent of the Government of Montserrat. Such written consent however shall not under any circumstances relieve the Successful Tenderer of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Government of Montserrat.
21. COVID 19 regulations/protocols must be adhered to.

## 22. Additional Information

### **i. Environmental Issues**

The GoM is committed to the protection of the environment and the promotion of sustainable environmental development. Potential Bidders should note the various obligations contained within the Contract, which will ensure that the successful Potential Bidder will provide the Contract in a non-detrimental manner to the environment.

### **ii. Equalities & Diversity**

The GoM is committed to providing its services in a way, which promotes equality of opportunity at every possibility. It is expected that the successful Potential Bidder will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation.

Potential Bidders should note that the successful Potential Bidder would be asked to contract with the GoM to ensure that they adhere to these obligations and that the GoM will be able to monitor its compliance throughout the Contract Period. The GoM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.

### **iii. Financial Guarantee**

The GoM reserves the right to require the successful Potential Bidder to provide as security for the performance of the Contract, a performance bond or otherwise or as an alternative, require the parent company of the successful Potential Bidder to guarantee the performance of the Contract prior to the award of the Contract

### **iv. Sub-Contracting and Consortia Arrangements**

Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor.

Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, please indicate in a separate Annex (by inserting the relevant company/organization name) the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement.

It is recognized that arrangements in relation to sub-contracting may be subject to future change. However, Potential Bidders should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Potential Bidder to proceed with the procurement process or to provide the goods and/or services.

If the Potential Bidder bidding for a requirement is a consortium, the following information must be provided:

- full details of the consortium; and
- the information sought in respect of each of the consortium's constituent members as part of a single composite response.

Potential Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate annex. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the annex. However, please note the GoM reserves the right to require a successful consortium to form a single legal entity.

The GoM recognizes that arrangements in relation to consortia may (within limits) be subject to future change. Potential Bidders should therefore respond in the light of the arrangements as currently envisaged. Potential Bidders are reminded that any future proposed change in relation to consortia must be notified to the GoM so that it can make a further assessment by applying the selection criteria to the new information provided.

### **v. Sustainability**

The GoM has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services either directly or via a third party. Consequently, the GoM is looking for a commitment within Tenders to assist the GoM in the following duties: health and wellbeing, our local economy, smarter travel and environmental issues

Potential Bidders should note that the successful Potential Bidder would be asked to contract with the GoM to ensure that they adhere to these obligations and that the GoM will be able to monitor its compliance throughout the Contract Period. The GoM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.

#### **vi. Developing the Local Economy**

The sustainable development goal places an obligation on Government of Montserrat to consider how what is being procured will improve the economic, social and environmental well-being of our local area.

#### **vii. Tenderer Performance**

The selected Tenderer may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Tenderer and the Government of Montserrat. The Government of Montserrat may also conduct periodic reviews/assessments of any selected Tenderer, taking into consideration, in addition to specific work related to the project undertaken by the Tenderer, ongoing Tenderer staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Tenderer, with the goal of immediate and permanent resolution where concerns have been raised. The Government of Montserrat reserves the right to remove from the roster any selected Tenderer who has been qualified by this ITT process by way of written notice if, in the sole discretion of the Government of Montserrat, based on any on-going or specific evaluation or assessment of the Tenderer or its performance of any work, it is deemed to be in the Government of Montserrat's best interests.

#### **viii. Payments and Deposits**

Invoices will be paid within fifteen (15) working days from the approval date of the invoice.

#### **ix. Insurance and Workers Compensation**

Mandatory Eligibility Requirements

As a mandatory eligibility requirement for response to this ITT: The Successful Tenderer shall carry

at all times during the performance of the work Professional Indemnity Insurance of not less **EC\$200,000.00.**

#### **x. Responsibilities of Successful Tenderer**

- (a) The Successful Tenderer shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply the Government of Montserrat with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior 30-day written notice to the Government of Montserrat.
- (b) The Successful Tenderer or their insurer will notify the Government of Montserrat at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Tenderer to the Government of Montserrat.

## **xi. Indemnification**

The Successful Tenderer agrees to indemnify and save harmless the Government of Montserrat, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Tenderer functions arising from this contract except to the extent of the Government of Montserrat's gross negligence.

At no time will the Government of Montserrat be responsible for any injury sustained by the Successful Tenderer, their employees or any person on the Government of Montserrat's premises, nor will the Government of Montserrat be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Tenderer, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Government of Montserrat's premises or site.

The Government of Montserrat shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Tenderer arising out of or in any way related to this ITT or subsequent contract.

## **5.0 Scope of Works**

The proposed scope of works for the Refurbishment Works to Office of the Premier Reception Area is as follows;

The Contractor is required to:

- 5.1** Construct the proposed Layout and Re-design of Lobby Entrance at the Office of the Premier
- 5.2** Demolish all required areas and provide all the necessary temporary Hoarding, Barricades, Planked footways, Gantries, Screens, etc. for the protection of the workers/employees of the Office of the Premier as well as adjoining property and General public.
- 5.3** Take all the necessary precautions to prevent all nuisances i.e. (Smoke, dust, rubbish, vermin and other causes).
- 5.4** Keep and maintain site in a manner that it's a neat and tidy condition. Building should be cleaned on completion of Project works.
- 5.16** Provide and maintain proper signage during completion of works.
- 5.17** Provide names of all attendees/sub-contractors for duration of works.

The Bill of Quantities at **Appendix C**.

The **Drawings** attached at **Annex A**.

## 6.0 Evaluation of Bids

The following evaluation criteria will be used to evaluate bids received in response to this Invitation to Tender. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that bids would be deemed Non-compliant. Subsequent to passing the Administrative Compliance, **bids will be evaluated over a total of 100 marks and bidders must achieve a minimum score of 65% of the total technical score to be considered for award of contract.** Bids that fail to meet the above qualifying score will be rejected and not considered for award of contract.

EVALUATION CRITERIA	WEIGHTED SCORE %
Administrative Compliance <i>(Bidders are not allowed to modify the Forms)</i>	PASS/FAIL
<i>The technical and cost criteria will be evaluated over a total of 100 marks. Bidders are required to achieve at least 65% of the minimum technical score to qualify to be considered for contract award.</i>	
Time Management and Programme of Works	10%
Health and Safety Plan	10%
Bidder's Experience	20%
Contractor's Capacity	10%
Cost/ Financial Proposal	50%
<b>TOTAL</b>	<b>100%</b>

### 6.1 Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested in the Tender Checklist:

- Completed and Signed **Form of Tender**, including the commencement time
- Completed Bill of Quantities
- A valid Tax Compliance Certificate must accompany the submission.
- Details of previous experience must be submitted in accordance with the criteria below.
- Signed Anti-Collusion Certificate
- Details of Contractor's capacity
- Health & Safety Plan
- Time Management and Programme of Works



This is a **PASS/FAIL** criterion. If all the above requirements are fulfilled, then the bidder would move onto the next stage of the evaluation. If any of the above-mentioned items are not submitted, then the Tender would be deemed non-compliant and rejected.

## **6.2 Time Management and Programme of works (10%)**

Time is a key element to the success of this project as many factors are dependent on the timely completion. Tenderers must submit a realistic and attainable representation of the Time required to complete the entire project. All Tenderers are required to fully complete the Form of Tender including the commencement time and the proposed completion time which are highlighted. In addition, Tenderers are required to fully complete a Bar Chart showing daily and weekly milestones to complete the project in a timely manner.

Tenderers are required to provide an accurate detailed programme of works showing a list of all activities which would be carried out to complete the works including time frames for each activity. The programme should effectively show the start dates, duration of key activities, the total duration for completing the works and hand over date. Submission of all requirements listed above will fulfil the Time Duration Compliance requirement. Where all the above requirements have been fulfilled then the tenderer will be evaluated and graded proportionately in comparison to other submissions from tenderers.

## **6.3 Health and Safety Plan (10%)**

The contractor will need to produce a health and safety plan suitable for carrying out the works specified in the tender document. Tenderers are reminded of the Government of Montserrat and the Ministry of Health COVID-19 requirements.

The proposed plan must explain how the contractor will incorporate safety in each aspect of the task they envision they would be carrying out to complete the project. Reports about any incidents that take place on the site must be documented and this information must be readily available if requested by the client or their representatives within 1 week. The proposed plan shall form part of the contract document and must be approved by the GOM before the contractor can commence operation at the proposed site location. Be advised that the Government of Montserrat may request further information for the contractor's operational safety plan after the tender is accepted as valid but prior to the contract being signed and work can commence.

## **6.4 Bidder's Experience (20%)**

Prospective bidders need to provide details of at least **two (2)** previous contracts completed within the past **five (5)** years of a similar nature to the scope of works of this tender with a value of a minimum **\$70,000.00** for material and labour and a minimum value of **\$30,000** for labour only. These details should include but are not limited to the following; the entity or person for which the work was completed, contact information for the entity or person, the value of the works, the location of the works. In addition, the prospective bidders can submit award letters for works in lieu of the above-mentioned information. The percentage for this criterion will be calculated proportionately in comparison to other submissions from bidders.

Start Date or Date of Award	Description of Works	Name of Client	Price of Contract	Date Completed

### 6.5 Contractor's Capacity (10%)

The contractor should demonstrate whether the equipment is self-owned or whether they will be hiring. The contractor must provide a list of all equipment they propose to use in carrying out the works as provided below. Please include any additional sheets to ensure that all the equipment proposed are documented.

No.	Description of Equipment	Owned or Hired	Condition of Equipment

### 6.6 Financial Compliance (50%)

Bidders must complete the **Form of Tender** and the **Bill of Quantities** and return them with their tender submission. The tender price is a significant factor and the Government of Montserrat will seek to ensure that the works are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. Government of Montserrat is not bound to accept the lowest or any tender. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenders received and the Internal Estimate.

## 7.0 Respondent's Identification Details Form

A		PERSONAL INFORMATION	
BUSINESS NAME:.....REGISTRATION NUMBER:.....			
BUSINESS ADDRESS:..... .....			
CONTACT PERSON:.....POSITION:.....			
TELEPHONE NUMBER(S):.....WEBSITE:.....			
EMAIL ADDRESS: .....			
B		QUESTIONNAIRE	
			<b>Tick the applicable response</b>
1	Your entity operates as which one of the following?		Sole Proprietorship
			Partnership
			Limited Liability
			Others
			(0-1)
2	How many years has your entity been in operation?		(1-3)
			(3-5)
			(5-10)
			(10 & Over
			(1-5)
3	Number of Employees within your entity?		(6-10)
			(11-15)
			(16 & Over)
			(1-3)
			(4-6)
4	How many similar contracts has your entity successfully completed in the last 2 years?		(7-9)
			(10 & Over)
			(50-100)K
			(101-200)K
			(201-400)K
5	What is the highest sum of any of the contracts completed in the last 2 years?		Over 400K
			YES
			NO
C		SIGNATURE	
I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand that any false statement may result in a denial of a contract and possible debarment from future prospects.			
..... (Signature of Business Representative)			
..... <i>Date</i>		Business Name/Stamp	

## 8.0 Form of Tender

The Chairperson  
Public Procurement Board  
Ministry of Finance and Economic Management  
Government Headquarters  
Montserrat,  
MSR1110

Dear Sir/Madam:

**Re: Invitation to Tender for Refurbishment Works to Office of the Premier Reception Area**

I/We the undersigned undertake to supply and deliver the equipment as outlined in the above captioned project in accordance with the Tender Document requirements for the sum of:

EC\$ .....

(words).....

.....

If my/our tender is accepted, I/We undertake to commence the Works within ..... **day/s** of receiving the official award letter and complete the works within ..... **days** from the date of receipt by me/us of the official order.

I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender.

I/We confirm this tender shall remain valid for a period of ninety (90) days from the date of submission of this Tender.

I/We understand the General Terms and Conditions and accept them as part of this ITT.

Name.....

Name of Firm (If Applicable) .....

Address.....

.....

Tel. no / Fax No.....

Email Address .....

Signed..... Date.....2022

**9.0**

**GOVERNMENT OF MONTSERRAT**

**TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE**

I/WE CERTIFY THAT THIS TENDER IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE TENDER BY OR UNDER OR IN ACCORDANCE WITH ANY AGREEMENT OR ARRANGEMENT WITH ANY OTHER PERSON. I/WE ALSO CERTIFY THAT WE HAVE NOT AND I/WE UNDERTAKE THAT WE WILL NOT BEFORE THE AWARD OF ANY CONTRACT FOR THE WORK:

DISCLOSE THE TENDER PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE TENDER TO ANY OTHER PARTY (INCLUDING ANY OTHER COMPANY OR PART OF A COMPANY FORMING PART OF A GROUP OF COMPANIES OF WHICH I AM/WE ARE A PART OF) NOR TO ANY SUB-CONTRACTOR (WHETHER NOMINATED OR DOMESTIC) NOR SUPPLIER (WHETHER NOMINATED OR DOMESTIC) OR ANY OTHER PERSON TO WHOM SUCH DISCLOSURE COULD HAVE THE EFFECT OF PREVENTING OR RESTRICTING FULL COMPETITION IN THIS TENDERING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM TENDERING, THAT THEY SHALL WITHDRAW ANY TENDER ONCE OFFERED OR VARY THE AMOUNT OF ANY TENDER TO BE SUBMITTED OR OTHERWISE COLLUDE WITH ANY PERSON WITH THE INTENT OF PREVENTING OR RESTRICTING FULL COMPETITION

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER TENDER OR PROPOSED TENDER FOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT I), II) OR III) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER TENDER FOR THIS CONTRACT BY ANY OTHER PARTY.

I/WE FURTHER CERTIFY THAT THE PRINCIPLES DESCRIBED ABOVE HAVE BEEN, OR WILL BE, BROUGHT TO THE ATTENTION OF ALL SUB-CONTRACTORS, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE TENDER AND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONTRACTORS, SUPPLIERS OR ASSOCIATED COMPANIES WILL BE MADE ON THE BASIS OF COMPLIANCE WITH THE ABOVE PRINCIPLES BY ALL PARTIES.

I/WE ACKNOWLEDGE THAT ANY BREACH OF THE FOREGOING PROVISIONS SHALL LEAD AUTOMATICALLY TO THIS TENDER BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS. THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY TENDER RECEIVED IN CONFIDENCE BUT RESERVES THE RIGHT TO MAKE THE SAME AVAILABLE TO ANY OTHER FUNDING ORGANISATION OR STATUTORY REGULATORY AUTHORITY EITHER HAVING JURISDICTION OVER THE WORKS OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS TENDER.

IN THIS CERTIFICATE, THE WORD 'PERSON' INCLUDES ANY PERSONS AND ANY BODY OR ASSOCIATION, INCORPORATED OR UNINCORPORATED; ANY AGREEMENT OR ARRANGEMENT INCLUDES ANY TRANSACTIONS, FORMAL OR INFORMAL AND WHETHER LEGALLY BINDING OR NOT; AND 'THE WORK' MEANS THE WORK IN RELATION TO WHICH THIS TENDER IS MADE.

SIGNATURE..... IN CAPACITY OF .....

DATE.....2022

DULY AUTHORISED TO SIGN TENDERS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM.....

FULL POSTAL ADDRESS.....

TELEPHONE NO..... FAX NO .....

## 10.0 Tender Checklist

**Project Title:** Refurbishment Works to Office of the Premier Reception Area

**Date advertised:** Tuesday 1<sup>st</sup> March, 2022

**Site Visit Meeting:** Wednesday 9<sup>th</sup> March, 2022 at 9:00 am

**Clarification Deadline:** Thursday 10<sup>th</sup> March, 2022

**Tender Deadline Date:** Wednesday 16<sup>th</sup> March, 2022

**Tender Deadline Time:** 12.00 midday Eastern Caribbean time, 16:00 UK time

Below are the following documents that should be provided for a contractor's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered non-compliant and rejected. ***Bidders are not allowed to modify the Forms.***

Completed Signed Form of Tender (**Including time for completion and notice period**)

Completed Bill of Quantities

Tax Compliance Certificate (*if locally based*)

Signed Anti-Collusion Statement

Details of Contractor Experience

Time Management and Programme of Works

Health and Safety Plan

Details of Contractor Capacity

.....  
Signed on behalf of Bidder

.....  
Date

**AGREEMENT**

**Between**

**GOVERNMENT OF MONTSERRAT**

**And**

.....

1. This Agreement is made the ..... day of.....**2022** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by Mrs. **Daphne Cassell**, Permanent Secretary, Office of the Premier (hereinafter referred to as "**GOM**") of the one part and ..... whose address is ..... acting herein and represented by ..... (hereinafter referred to as the "**Contractor**") of the other part.

The Employer is desirous that certain infrastructure works should be carried at the J A Osborne Airport and has been accepted by the contractor for the sum of ..... (**EC\$**.....) are the amount to carry out the works according to the schedule and other documents which comprised the Contract.

2. This Agreement shall take effect from the....., **2022** and subject to prior termination as provided by this agreement shall continue for a period of ..... months.

3. In this Agreement:

- a) "Agreement" means these General terms and Conditions together with the Specification drawings, Signed Form of Tender, priced Bill of Quantities, Specifications, Contract Drawings, the published Tender, and any document incorporated into this agreement by reference;
- b) "**Contractor**" includes the **Contractor**, and his/its employees;
- c) "deliverables" includes specifications, drawings and any component element of the Works;
- d) "Engineer" means a duly authorized representative of GOM who is also qualified and trained as a Civil Engineer. The Engineer or where a project manager is appointed for a particular project is responsible for total contract management and shall determine and enact measures to mitigate any risks to the project. The Engineer will hold direct communication with the Contractor and the Contractor shall adhere to such instructions given by the Engineer in the same way as if they were given by the Contract Administrator.
- e) "Works" means the works to be executed in accordance with this agreement as described in the Specification drawings.

4. The **Contractor** is an independent contractor and shall not be considered in any respect as being an employee of **GOM**.

5. The **Contractor** shall supply its Montserrat Social Security number and verify the accuracy of the number as entered on all documentation connected with this agreement, and shall provide to **GOM** evidence of good standing with and observance of the requirements of the Social Security Board.

6. The representative of **GOM** for the administration of this agreement is the Permanent Secretary, Ministry of Communications and Works (hereinafter referred to as the Administrator). The



Administrator shall have final authority for acceptance of the **Contractor's** performance, and if satisfactory shall initiate the process for approval of payment to the **Contractor**. No payment shall be made without such approval.

7. The **Contractor** shall provide the deliverables specified in the Scope of Works and Bill of Quantities, Appendix C.

8. All Notice(s) shall be delivered as follows:

(i) if to **GOM**, to:

Mrs Daphne Cassell  
Permanent Secretary  
Office of the Premier  
Brades  
Montserrat  
Fax: (664) 491-3378  
Email: [casseld@gov.ms](mailto:casseld@gov.ms)

(ii) if to the **Contractor**, to:

Address: .....

Email: .....

In proving the giving of a Notice it shall be sufficient to prove respectively that the notice was left at the relevant party's address or that the envelope containing the notice was properly addressed and dispatched or dispatch of any electronic transmission used was confirmed.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date herein first mentioned.

BY

BY

\_\_\_\_\_

\_\_\_\_\_

**Mrs Daphne Cassell**  
Permanent Secretary, Office of the Premier

WITNESS

WITNESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **GOVERNMENT OF MONTSERRAT**

## **(PUBLIC WORKS DEPARTMENT)**

### **GENERAL CONDITIONS**

#### **OF**

### **CONTRACT**

## **GENERAL CONDITIONS**

### **1 Definitions**

- a) The “Contract” means these General Conditions together with the Specification drawings and includes the contract agreement
- b) The “Employer” means the Government of Montserrat
- c) The “Engineer” means a duly authorized representative of the Employer
- d) The “Contractor” means the company appointed to carry out the works
- e) The “Colony” means the colony of Montserrat
- f) The “Site” means the lands and/or other places on under or through which Works are to be carried out
- g) The “Works” means the works to be executed in accordance with this Contract as described in the Specification
- h) The “Language” of the Contract shall be English
- i) The “Law” applicable to the Contract, shall be the Laws of Montserrat

### **2 Contract Document - Priority**

- 1) Contract Agreement
- 2) The Drawings
- 3) Specifications
- 4) Conditions of Contract
- 5) Any other document forming part of the Contract

### **3 Extent of Contract**

The Contract comprises of the construction and completion of all Works described in the Specifications, Drawings and Bill of Quantities and to supply all necessary labour, plant and temporary works to complete the described works together with such materials as are required by the Specifications.

### **4 Power to Vary or Omit**

- a) The Employer reserves the right to vary from time to time during the progress of the works, the Specifications or Drawings and shall in writing, notify the Contractor of such variation. If the instructions are given orally, they shall, within two days be confirmed in writing by the Engineer, in the event of any such variation involving an alteration in the cost, or in the period required for completion an agreed revision of contract price and/or time of completion may be made, any such alterations should be deemed part of the Contract.
- b) No variation, alteration or addition to the work indicated in the Specification and/or Drawing shall be made unless the written instruction of the employer has been obtained.

**5 Assignment of Contract**

- 1) The Contractor shall remain responsible to the Employer for workmanship and manner of workmanship defaults and neglects of any sub-contractor or agent or workman employed by him.

**6 Supply Materials**

- 1) The Contractor shall within the agreed contract price, supply such materials as required and detailed by the Specifications

**7 Setting Out**

- 1) The Contractor shall be responsible for setting out of the work.

**8 Workmanship**

- i. The Contractor shall at all times carry out his works in accordance with the laws of the Colony.
- ii. The Employer may from time during the course of the Contract inspect any completed or part-completed work of the Contractor. If the Employer is not satisfied with such work, he in writing, inform the Contractor of his dissatisfaction.
- iii. Notwithstanding any such progress inspection by the Employer the Contractor shall at all times carry out the Contract in a workman-like manner. On completion of the works, the Contractor shall satisfy the Employer as to the quality and fitness of the work.

**9 Removal of Debris**

The Contractor shall remove all debris caused by their work from time to time as it accumulates and shall leave the site clean on completion of the Contracted Works.

**10 Supervision of Works and Skilled Workmen**

- a) The Contractor shall provide all necessary superintendence during the execution of the works.
- b) The Contractor shall employ in and about the execution of the Works only such persons who are carefully skilled and experienced in their several trades.
- c) The Supervising Officer may (but not unreasonably or vexatiously issue instructions requiring the exclusion from the Works of any person employed thereon.

**11 Contractor's Plant**

The Contractor shall provide at their own cost all tools, and other plant necessary for the purpose of carrying out the specified Work in an organized and expeditious manner.

**12 Payment of Fees**

The Contractor shall be responsible for the payment of all fees necessary for the completion of the Contract required by a Statutory Authority within or without the Colony.

**13 Safety**

- a) The Contractor is responsible for the safety of all persons employed by him.
- b) He shall in no way carry out any work that could be seen to endanger the life of any of his employees or of any member of the general public, including any other employee of the employer.

**14 Injury to or death of a person**

The Contractor shall be liable for and shall, indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at Common Law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works.

**15 Damage to Property**

The Contractor shall be liable for and indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission and default of the Contractor is responsible.

**16 Evidence of Insurance**

The Contractor shall produce such evidence as the Employer may reasonably require that the insurance referred to herein have been taken out and are in force at all material times.

**17 Traffic Control**

Due to the nature of the Works it will be the responsibility of the Contractor to ensure that a system of traffic control is in operation, including no vehicular access, if necessary.

**18 Payment to the Contractor**

Payment to the Contractor will be made after the issue of an Engineer's certificate based on the amount of work completed to date. A retention of 5% will be held from the value of each certificate up to a maximum of 3% of the contract sum. Such retention money will be released at the end of the warranty period provided that all works and repairs have been executed to the satisfaction of the employer.

**19 Warranty Period**

A warranty period of 6 months is part of the Contract agreement, during which time the Contractor bears the full responsibility for the execution of maintenance of the works and any repair or correction which might become necessary due to the failure and incorrect performance of the Contractor.

**20 Handing Over Completed Works**

The Contractor shall notify the Employer in writing of his completion of the contracted Works. Said work shall be subject to the satisfaction of the employer and the statutory body having jurisdiction that all the works is completed and in good order. The Supervising Officer shall certify the date when in his opinion, the works have reached practical completion. This date shall be the date of commencement of the warranty period.

## **21 Failure to Meet Completion Date**

Should the contractor fail to complete the contracted works within the agreed time he shall be subject to a fine of 1% of the contract price a day, for every day the completion is overdue.

## **22 Matters not Contained in the Contract**

Any matter not explicitly provided for within this Contract shall be in the matter of a separate agreement between the Employer and Contractor. Any such agreement shall be part of his Contract.

## **23 Matter of Disagreement**

If a dispute arises under this Contract, the parties agree that they would first exhaust the provisions outlined in **part six (6) of the Public Finance (Management and Accountability) Procurement regulations 2019**. If the parties fail to come to an amicable resolution through the provisions outlined above, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

## **24 Contracts Documents**

- a) The Contractor shall receive two complete copies of Contract Documents
- b) Subsequent to the commencement of the Contract, the Contractor shall receive a copy of all additions to and amendments to the Specifications or drawings.

## **25 DETERMINATION OF THE CONTRACT**

- 1) Default by the Contractor

If, before the date for practical completion, the Contractor shall make a default in any one or more of the following respects:

- a) Without reasonable cause he wholly or substantially suspends the carrying out of the works,  
or
- b) He fails to proceed regularly or diligently with the works, or
- c) He refuses or neglects to comply with a written instruction given by the Engineer and by such refusal or neglect the works are materially affected

The Engineer may give to the Contractor a notice specifying the default or defaults.

If the Contractor continues with the default for 14 days from the issue of the notice under the contract, the Employer may by a further notice to the Contractor determine the employment

of the Contractor under this Contract. Such determination shall take effect on the date of receipt of such further notice.

A notice of determination shall not be given unreasonably or vexatiously.

2) Consequences of determination under Clause 25 (i)

The Engineer shall determine the amount due to the Contractor which shall include loss, damage or expenses incurred by the Employer as a direct consequence of the determination. A final payment certificate will be prepared accordingly.

3) Determination by the Contractor or Employer:

If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more:

- a) Force majeure, or
- b) The Engineer's instruction

Then the Contractor or the Employer may upon expiry of the period of the suspension gives notice to the other that unless suspension is terminated within 7 days after the receipt of such notice, the Employer shall pay to the Contractor, the total value of the work properly executed at the date of determination of the employment of the Contractor, such value ascertained in accordance with the conditions as if the employment of the Contractor had not been determined

A notice of determination shall not be given unreasonably or vexatiously.

## **26 SUSPENSION OF THE UNCOMPLETED WORKS**

- a) The Engineer may issue instructions in regard the postponement of any or all of the works to be executed under this contract.

## **27 CONTRACTOR PERFORMANCE REPORT**

- a) It is a requirement of the Client for the Engineer to assess the performance of the Contractor upon completion of the agreed works. The assessment will be based on the following criteria;
  - i. The project deliverables achieved,
  - ii. Organization & management of works,
  - iii. Quality of work provided,
  - iv. Health & Safety plan implementation,
  - v. Management of Finances & budget,
  - vi. Technical performance & adherence to specifications,
  - vii. Completion time and scheduling.
- b) The assessment has an overall maximum score of 1 and the following are the ratings that can be achieved:

1.00 – 0.75 = Very Good Performance  
0.74 – 0.50 = Good Performance  
0.49 – 0.25 = Poor Performance  
0.24 – 0.10 = Very Poor Performance

- c) If the Contractor has attained an overall score less than 0.50 at the end of the contract performance reporting period, the Contractor will be subjected to sanctions by procuring entities. However, before sanctions are imposed, the Contractor will be afforded the opportunity to discuss the scoring with the Procuring Entity.
- d) Once a contractor has attained a first score of less than 0.50 which indicated poor performance, he/she will be sanctioned and is allowed to bid on projects that has an estimated value EC\$50,000 or less. This sanction will be implemented for 12 months.
- e) If the Contractor has a second score on another project less than 0.50, the Contractor will be suspended from being eligible to bid on any project regardless of the value. This suspension and sanctions will run for 1 year.
- f) After a 1-year suspension or sanction, the Contractor will be allowed to bid only on contracts valued at EC\$ 50,000 or less. If on this occasion the Contractor's score is 0.75 or greater only then will he be allowed to bid on contracts valued above EC\$50,000. If his score is less than 0.75 but is equal to or greater than 0.5, he will only be allowed to bid contracts valued at \$50,000 or less until he can achieve a higher score.



## 13.0 Appendix C - Scope of Work and Bill of Quantities

### Scope of Works for new layout and re-design of Lobby entrance at Office of the Premier Building at Government Head Quarters Brades Montserrat

Item	Description	Quantity	Unit		
	<b>PRELIMINARIES</b>				
	<b>Description of the work</b>				
1	Construct the proposed layout and re-design of Lobby entrance at office of the Premier building at Government Headquarters Brades Montserrat				
	<b><u>General</u></b>				
1.1	Drawings A-01 to A-09, C-00, E-01, P-01 and S-01 to S-03				
1.2	A site visit to facilitate data collection and any additional information required by Contractor's will be arranged				
	<b><u>Employers Requirements</u></b>				
1.3	Minimum Amount of third Party Insurance EC\$ 250,000.00				
1.4	NOTICE OF COMPLETION; Give the Project Architect/CA at least 2 weeks' notice of the anticipated dates of Practical Completion of the whole or parts of the Works.				
	<b><u>Security</u></b>				

1.5	The site of the proposed Works shall be under the Contractor's sole charge from the date of possession to the date of completion of the Contract. The Project must provide a site supervisory representative to be responsible for the day to day onsite management of the project and as the liaison between MCWLE technical team and the construction Contractor. No employee of the Contractor shall take any instructions from any employee or Officer of the Government of Montserrat other than MCWLE technical team. The Contractor shall provide the necessary Security to watch and effectively protect the Works and materials stored on site including those of sub-contractors and accept all risks for damage or loss. Provide all necessary temporary hoarding, barricades, planked footways, gantries, screens, etc., for the protection of the workers, employees of the Premier building, adjoining property and the general public and alter, adapt and maintain them as necessary and clear away on completion and reinstate all work disturbed to the satisfaction of the Client and any legal or statutory authorities.				
	<b><u>Nuisance</u></b>				
1.6	Take all reasonable precautions to prevent nuisance from smoke, dust, rubbish, vermin and other causes. No employee of the Contractor shall possess or use any smoking paraphernalia or sharp objects on the site at any time and shall be expected to comply with all Government of Montserrat guidelines rules and regulations.				
	<b><u>Fire prevention</u></b>				
1.7	Smoking will not be permitted on the site, equipment or any area of work. Burning of materials arising from the work will not be permitted.				
	<b><u>Contractors general cost items: Services and facilities</u></b>				
	<b><u>Safety, Health and Welfare</u></b>				

2	<p>Include for complying with all local statutes and regulations in force relating to the safety, health and welfare of work people employed in connection with the works on site or in places where work is being prepared for incorporation into the Works, and for keeping and maintaining at all times an adequate First Aid kit on the site. Contractors must comply with any imposed Government restrictions issued under legislation and follow Government of Montserrat COVID-19 Protocols.</p>				
	<b><u>Storage of materials</u></b>				
2.1	<p>Provide and maintain proper sheds for the storage of materials, plant and items brought on to site for use in the Works, and clear away on completion. Location of storage area to be agreed with Government Architect</p>				
	<b><u>Rubbish disposal</u></b>				
2.2	<p>Provide for removing all rubbish from the site daily and deposit in an approved dump site both as it accumulates from time to time and on completion, and for generally keeping the Works and the site clean and tidy at all times.</p>				
	<b><u>Cleaning</u></b>				
2.3	<p>The Contractor shall keep and maintain the site in a neat and tidy condition for the duration of the Contract and clean out the building on completion for handover.</p>				
	<b><u>Protection of work in all sections</u></b>				
2.4	<p>Allow for all work in connection with protecting all of the Works and existing building, by whatever means necessary from any kind of injury or damage. Provide all necessary temporary roofs, tarpaulins, screens, planks, scaffolding and general protection that may be required and clear away when no longer needed and reinstate any work which has become damaged or stained.</p>				
	<b><u>Maintain public and private roads</u></b>				

2.5	The Contractor shall be responsible for maintaining and protecting private and public roads on the Government HQ site and that of drainage and car parks. The Contractor shall indemnify the Employer against any claim for damage to public and private roads and that of drainage and car parks caused by the execution of the Works				
	<b><u>Provide and maintain proper signage</u></b>				
2.6	The Contractor shall be responsible for maintaining and providing all signage to notify employees and the general public of the construction works. No Access areas and all other signs required to ensure safety control during the execution of the Works must be put in place.				
	<b><u>General attendance on nominated sub-contractors</u></b>				
2.7	Provide attendance upon, cut away for and make good after trades performed by own workmen and own sub-contractors and leave perfect on completion.				
2.8	Provide general attendance on nominated sub-contractors which shall be deemed to include allocation, for free use by sub-contractor, of suitable areas on site for storage of plant and materials, reasonable and free use of scaffolding and hoisting tackle already erected by the Contractor, free use of sanitary accommodation and their work and cleaning away rubbish. When a lump sum price is inserted against this item it shall be adjusted in direct proportion to the amount of the nominated sub-contract P.C. sum actually expended.				
	<b><u>Quality</u></b>				
2.9	Quality assurance of materials and workmanship is necessary to ensure safe and secure quality construction finishes. Under the terms of the contract, Contractors are required to provide and maintain a quality management system, which includes regular inspections and review of the materials and workmanship, the Clients' representatives will physically verify the quality of the materials and Contractors work and where necessary agree corrective actions to be taken by the Contractor.				

	<b><u>Contractors general cost items: Mechanical plant</u></b>				
	<b><u>Scaffolding</u></b>				
3	Provide all scaffolding necessary for the proper execution and completion of the Works to include erecting, altering, adapting and maintaining during the progress of the works and the safe removal on completion.				
	<b><u>Hoists</u></b>				
3.1	Provide all lifts, hoist, bucket trucks and the like for the proper execution and completion of the Works.				
	<b><u>Demolition Works</u></b>				
4	Carefully remove existing sash window and dispose off site.	1	no		
4.1	Carefully remove existing internal framed glass panel door and frame and dispose off site.	1	no		
4.2	Disable electrical power and carefully take out and remove existing light fixtures, wires, electrical boxes, electrical conduits, trunking and electrical wires and dispose off site.		item		
4.3	Carefully cut out and remove existing block walls as shown on drawing no. A-01, and A-01.1 and dispose off site. Include for cutting out blockwork reinforcement	14.50	yd <sup>2</sup>		
4.4	Carefully take up and remove existing floor tiles in lobby area as shown on drawing no. A-01 and dispose off site.	13	yd <sup>2</sup>		
4.5	Carefully cut out and remove existing curb, and dispose off site.	16.58	lf		
4.6	Carefully cut out and remove existing down pipe, and dispose off site.	10	lf		
4.7	Condemn and cut out and remove existing surface drain manhole, (2'-0" x 2'-0") and dispose off site.		item		
4.8	carefully remove existing ceiling tiles adjacent to wall to be demolished and store for reuse (Architect to advise)		item		

	<b>New Works</b>				
	<b>Substructure</b>				
	<b>Excavating</b>				
5	Carefully remove grassed area and excavate to reduced levels average depth 6" (inches) and dispose off site.	0.31	yd <sup>3</sup>		
5.1	Excavate trenches for strip footing width 2'-0" maximum depth 4'-0" and dispose off site.	4.96	yd <sup>3</sup>		
5.2	extra over any type of excavating irrespective of depth and around or next to existing services and dispose off site.		item		
5.3	Contractor is responsible for the location and protection of any existing services (Provisional Sum)				
	<b>Filling to excavations</b>				
5.4	supply and place an approved hardcore fill, clean and free from oil, debris and vegetation to be well compacted in 3" (inch) layers in foundations	3.72	yd <sup>3</sup>		
5.5	supply and place an approved hardcore fill, clean and free from oil, debris and vegetation to be well compacted 1" (inch) thick below strip footings.	0.08	yd <sup>3</sup>		
5.6	supply and place sand blinding, clean and free from oil, debris and vegetation to be well compacted 2" (inch) thick on top of hardcore	3.18	yd <sup>2</sup>		
5.7	Surface treatment, apply approved herbicide at a rate to cover entire excavation.	3.18	yd <sup>2</sup>		
	<b>Formwork</b>				
6	to columns (8" x 8")	2.39	yd <sup>2</sup>		
6.1	to edge of 6" floor slab	0.94	yd <sup>2</sup>		
6.2	to strip foundation maximum depth 9" distance between opposing faces 24" inches.	2.83	yd <sup>2</sup>		
	<b>Blockwork</b>				

6.3	Supply and lay 8" blockwork all cores filled with weak concrete, allow for ½" render to blockwork	4.22	yd <sup>2</sup>		
6.4	Supply and lay 8" ladder mesh @ 16" in blockwork	11.33	ly		
	<b>Concrete</b>				
6.5	supply and place 9" thick 3,500 PSI reinforced insitu concrete in strip footing	0.94	yd <sup>3</sup>		
6.6	supply and place 6" thick 3,500 PSI reinforced insitu concrete in ground floor slab, allow for placing DPM membrane	0.71	yd <sup>3</sup>		
6.7	supply and place 3,500 PSI reinforced insitu concrete in columns	0.13	yd <sup>3</sup>		
	<b>Reinforcement</b>				
7	½" Ø high tensile steel L-bars @ 16" o/c throughout foundation blockwork	31.20	lbs		
7.1	½" Ø high tensile steel straight bars in 24" x 9" strip footing	34.02	lbs		
7.2	½" Ø high tensile steel bent u- bars in strip footings @ 12" o/c	28.35	lbs		
7.3	½" Ø high tensile steel straight bars in 6" thick concrete slab @ 6" o/c both ways allow for epoxy of bottom bars @ 6" o/c into existing concrete slab	113.42	lbs		
7.4	½" Ø high tensile steel straight bars in 8" x 8" concrete columns	29.29	lbs		
7.5	¾" Ø high tensile steel bent stirrups in 8" x 8" columns @ 8" o/c	8.88	lbs		
7.6	½" Ø high tensile steel straight bars in 8" x 8" grade beam	45.36	lbs		
7.7	¾" Ø high tensile steel bent stirrups in 8" x 8" grade beam	15.93	lbs		
	<b>Superstructure</b>				
	<b>Formwork</b>				
8	to columns (8" x 8")	8.49	yd <sup>2</sup>		
8.1	to edge of 6" roof slab	0.94	yd <sup>2</sup>		

8.2	to 8"x 8" lintel beams	1.49	yd <sup>2</sup>		
8.3	to 8"x 14" concrete beams	4.38	yd <sup>2</sup>		
8.4	to 8" thick concrete wall	2.50	yd <sup>2</sup>		
	<b>Walls (Blockwork/Drywall)</b>				
8.5	Supply and lay 8" blockwork all cores filled with concrete	14.33	yd <sup>2</sup>		
8.6	Supply and lay 8" ladder mesh @ 16" in blockwork	22.67	ly		
8.7	Supply and lay 6" block parapet all cores filled with concrete	0.94	yd <sup>2</sup>		
8.8	5" dry wall, with mould resistant sheeting 2" x 4" frame, include for tape, compound, edge and corner accessories	26.89	ft <sup>2</sup>		
	<b>Concrete</b>				
9	supply and place 3,500 PSI reinforced insitu concrete in 8" x 8" columns	0.45	yd <sup>3</sup>		
9.1	supply and place 3,500 PSI reinforced insitu concrete in 6" roof slab allow for drip strip at bottom edge of slab	0.71	yd <sup>3</sup>		
9.2	supply and place 3,500 PSI reinforced insitu concrete in 8" x 8" lintels	0.13	yd <sup>3</sup>		
9.3	supply and place 3,500 PSI reinforced insitu concrete in 8" x 14" concrete beams	0.26	yd <sup>3</sup>		
9.4	supply and place 3,500 PSI reinforced insitu concrete in 8" x 1'-3" concrete wall	0.28	yd <sup>3</sup>		
	<b>Reinforcement</b>				
10	½" Ø high tensile steel straight bars in block walls @ 16"o/c	80.99	lbs		
10.1	½" Ø high tensile steel straight bars in 8" x 8" lintel beams	26.68	lbs		



10.2	3/8" Ø high tensile steel bent stirrups in 8" x 8" lintel beams @ 6" o/c	10.05	lbs		
10.3	1/2" Ø high tensile steel straight bars in 8" x 14" concrete beams	45.36	lbs		
10.4	3/8" Ø high tensile steel bent stirrups in 8" x 14" concrete beams @ 6" o/c	28.77	lbs		
10.5	1/2" Ø high tensile steel straight bars in new roof slab @ 6" o.c both ways allow for epoxy of bottom bars @ 6" o/c into existing concrete slab	113.42	lbs		
10.6	1/2" Ø high tensile steel straight bars in 8" x 8" concrete columns	76.04	lbs		
10.7	3/8" Ø high tensile steel bent stirrups in 8" x 8" columns @ 8" o/c	25.30	lbs		
10.8	1/2" Ø high tensile steel straight bars in 8" thick concrete wall allow for epoxy of main bars 2" into existing concrete slab	25.35	lbs		
10.9	3/8" Ø high tensile steel bent stirrups in 8" thick concrete wall	14.29	lbs		
10.10	1/2" Ø high tensile steel bars epoxy 6" into existing concrete wall 16" o.c. each steel to be hooked onto column main bars	6.72	lbs		
	<b>Windows/Doors</b>				
11	Provide all Labour and materials to supply and install new hurricane resistant sash windows, W1 (48" x 48") as per window schedule.	2	no		
11.1	Provide all Labour and materials to supply and install new internal solid timber door, D1 (36" x 80") with vision panel, including frame, stop, casing and all accessories, hinges, handles and lockset.	1	no		

11.2	Provide all Labour and materials to supply and install new internal flush timber door D2 (28" x 80") including frame, stop, casing and all accessories, hinges, handles and lockset.	1	no		
	<b>Floor</b>				
11.3	Floor tiles to match existing for lobby and new addition	17.58	yd <sup>2</sup>		
	<b>Plumbing</b>				
11.4	Supply all materials and labour to complete the new roof drainage as per drawing P-01		item		
	<b>Electrical</b>				
11.5	Supply all materials and labour to complete the new electrical circuit to be incorporated into the new extension with switch, outlets, wall mounted fixture, internet and telephone all as per drawing E-01. Include for 110V - 100A and 240A - 100A single phase supply.	4	circuits		
11.6	allow for all electrical sundries to include for marking positions of holes, mortices and chases in the structure testing and commissioning and all other related works		item		
	<b>Rendering</b>				
12	to external walls, beams and columns apply fine sand cement mortar to match existing	17.22	yd <sup>2</sup>		
12.1	to internal walls, beams and columns, apply fine sand cement mortar to match existing	15.88	yd <sup>2</sup>		
12.2	to internal ceiling, apply fine sand cement mortar to match existing	3.04	yd <sup>2</sup>		

	<b>Painting</b>				
13	Prepare walls and apply 1 coat of primer and 2 coats of exterior paint to new beams to match existing colour	14.50	yd <sup>2</sup>		
13.1	Prepare walls and apply 1 coat of primer and 2 coats of exterior paint to new walls to match existing colour	43.33	yd <sup>2</sup>		
13.2	Prepare walls and apply 1 coat of primer and 2 coats of exterior paint to new walls to match existing colour	8.33	yd <sup>2</sup>		
13.3	Prepare walls and apply 1 coat of primer and 2 coats of interior paint to new walls to match existing. Allow for touching up existing damaged areas	39.31	yd <sup>2</sup>		
13.4	Prepare walls and apply 1 coat of primer and 2 coats of interior paint to new ceiling addition to match existing	9.11	yd <sup>2</sup>		
13.5	supply all materials to construct and install reception desk as per detailed drawings A-03 to A06		item		
	Sub Total				
	Contingency			0.15	
	<b>Total</b>				

## 14.0 Annex A - Drawings