# GOVERNMENT OF MONTSERRAT

# Invitation to Tender (ITT)

## Montserrat Cultural Center:
## Changing-Room Building (Demolition, Construction, Fit-Out & MEP Services)

**Ministry of Finance and Economic Management**
**Brades**
**Montserrat, MSR 1110**

**September 2025**

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# 1. INTRODUCTION

The **Government of Montserrat** (GoM) is seeking bids for the **Demolish and Construct New Changing Room, Chair Lift and 8" Block patio railing at Manager's Office at the Montserrat Cultural Centre Located in Little Bay.** 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 for award.

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.

The ITT consists of the following documents:

1) Introduction
2) Invitation to Tender
3) Instructions to Bidders
4) Guidance Notes
5) Background
6) Description of Works/ Scope of Works
7) Evaluation of Bids
8) Respondent's Identification Details
9) Form of Tender
10) Anti-Collusion Statement
11) Tender Checklist

    Appendix A – Form of Contract Agreement

    Appendix B – General Conditions of Contract

    Appendix C – Bill of Quantities

    Appendix D - 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.

This ITT outlines the requirements and evaluation criteria which will be used in order to select the entity for this project. The entity will be selected through the Open competitive procurement process.

# 2. INVITATION TO TENDER

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

| Project Details | Deliverables |
|---|---|
| **Invitation to Tender for the Montserrat Cultural Centre: Changing-Room Building (Demolition, Construction, Fit-Out & MEP Services)** | Date Published on Government of Montserrat Website https://tenders.gov.ms/ and at https://www.mytenders.co.uk/<br><br>Wednesday, 17th September 2025 |
| **Access to the ITT Suite of Documents** | Hard copies can be downloaded from the Government of Montserrat website at https://tenders.gov.ms/<br><br>Electronic tender packs can be downloaded, completed and 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. |
| **Non-Mandatory Site Visit Meeting** | Friday, 19th September 2025 at 10:00 am (Eastern Caribbean Time) (UTC-4)<br><br>Potential Bidders are asked to meet at the entrance of the Montserrat Cultural Centre, Little Bay. |
| **Clarification deadline and contact details** | Tuesday, 30th September, 2025<br><br>Email: Procurement Department at procurement@gov.ms |
| **ITT submission deadline** | Wednesday, 8th October 2025 no later than 12:00 midday (Eastern Caribbean Time, UTC-4) |
| **Opening of Bids** | Wednesday, 8th October 2025 at 2:30om (Eastern Caribbean Time, UTC-4) |
| **Tender Submission address** | The Chairperson<br>Public Procurement Board<br>Ministry of Finance and Economic Management<br>Brades<br>Montserrat |
| **Contract Commencement – this is an indicative date and maybe subject to change** | October/November 2025 |

## 2.1. Procurement Process

A contractor for the **Demolish and Construct New Changing Room, Chair Lift and 8" block patio Railing at the Manager's Patio at the Montserrat Cultural Centre** 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 2.00pm 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 evaluation team, approved by PPB.
- ✓ The evaluation can take from 2-6 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 Hon. Financial Secretary to arrange a meeting to sign the contract.
- ✓ No services must commence until the contract has been signed.
- ✓ The awarded contractor shall be subject to continuous performance management throughout the duration of the contract resulting from this tender process. This ongoing assessment will contribute to the final project completion and closure report. Furthermore, the contractor's performance may be considered in the evaluation of future bid submissions

## 2.2. Evaluation Process

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

**<u>Stage 1</u>**

When evaluating ITT submissions, they will be checked 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 for award.

**Stage 2**

The submissions which meet all the requirements assessed under Section 7 will advance to 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. INSTRUCTION TO BIDDERS

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

## 3.1 Authorities

The Authority concerned with this Tender is the Government of Montserrat (GoM). The procurement procedure will be managed in accordance with the SRO No. 27 of 2019 - Public Finance (Management and Accountability) (Procurement) Regulations, a copy of which can be found at https://tenders.gov.ms/publications

## 3.2 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. (https://tenders.gov.ms/publications)

- 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.

### 3.3 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 Invitation to Tender.

### 3.4 Communication and clarification

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

| | |
|---|---|
| Name | Alfredo Landaeta |
| Title | Head Government Procurement Services |
| Email | procurement@gov.ms |

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.

In completing Tender submissions and/or requesting clarification, Bidders must refer back to the numbering format/section as set in the ITT.

All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with these Instructions.

The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. In order to satisfy query requests, the Authority has designated specific personnel to deal with clarification requests from Bidders.

In order to ensure equal treatment of Bidders, the Authority will share questions and clarifications raised by Bidders, together with the Authority's responses (but not the source of the questions) to all participants on a regular basis via the website: https://tenders.gov.ms/

The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request will, or is likely to prejudice its commercial interests.

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.

### 3.5 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.

### 3.6 Conflict of Interest

Each Bidder 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 Bidder's response.

### 3.7 Contract Term

To be agreed and finalised upon contract award.

### 3.8 Contract Award

GoM will award a contract on the basis of the award criteria detailed within Section 7 below (Evaluation of Bids) of 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.

### 3.9 Insurance

The Contractor is required to obtain contractors all risk insurance to cover at least public liability and damage to property and persons. The Contractor shall be required to prove that he as such insurance and that the sums insured are sufficient for the works in hand prior to commencement of the works. The Contractor shall ensure that the insurance remains valid throughout the period of the works and that any premiums due are paid. The Project Architect/CA may request proof of insurance at any time during the works.

### 3.10 Ownership of Material

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

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

### 3.11 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 Bidder'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 Bidder, 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.

### 3.12 Contract Requirements

The Technical Specification details, the required Service Level Agreements, Key Performance Indicators and overall GoM requirements. The Potential Bidder shall confirm their ability to meet all requirements set therein in this ITT.

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.

### 3.13 Tax Obligations

If locally based, the Bidder 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.

### 3.14 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 **Demolish and construct New changing Room, Chair Lift and 8" Block Patio Railing at Manager's office at the Montserrat Cultural Centre**. Additionally, the bidder is required to indicate the frequency of maintenance, cost and any other factor related to the upkeep, including suggested frequency of overhauls and associated costs, if required.

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

#### 3.14.1 SUBMITTING AN ELECTRONIC 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.

- Bidders are asked to ensure that documents are uploaded under the appropriate heading, which you have registered for.

### 3.14.2 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:

1. Write the name of the Bidder (Bidder, Supplier) on this envelope.

2. Write the name of the project and the address on the envelope as written below:

**Bidder's Name**

**Montserrat Cultural Centre:**
**Changing-Room Building (Demolition, Construction, Fit-Out & MEP Services)**
The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades
Montserrat, MSR1110

3. 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 following:

**Montserrat Cultural Centre:**
**Changing-Room Building (Demolition, Construction, Fit-Out & MEP Services)**
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, (UTC-4) on Wednesday, 8th October, 2025.**

Bidders will be given a receipt.

# 4. 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. The 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. All proposals shall be denominated and submitted exclusively in Eastern Caribbean Dollars (XCD). Tenderers are required to provide a full breakdown of all figures, disaggregating costs to the greatest extent practicable. Such breakdown shall expressly identify and quantify any taxes, duties, levies or other statutory charges anticipated in connection with the execution of the works

7. Each proponent is solely responsible for the risk and cost of preparing and submitting his proposal in response to this RFP and any negotiations relating thereto and neither the GoM nor its officials, employees or Consultants are liable for the cost of doing so or are obliged to compensate any proponent for these costs.

8. The Montserrat General Conditions of Contract will be adopted for this Contract. These are attached as Appendix A. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.

9. Bidders 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).

10. Bidders 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.

11. Tenders must be returned in line with the instructions for submitting a Tender. Late submissions will not be considered.

12. All tenders will be arithmetically checked; any errors will be brought to the Bidders 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.

13. Bidders are not permitted to submit alternative tenders.

14. The withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to The Authority, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Ensure such documentations are made available to The Authority at the time of seeking modifications or withdrawal of the Bid.

15. The Government of Montserrat is not bound to accept the lowest Bidder and has the right to accept and reject any tender offers.

16. Validity Period - The bids must remain valid for acceptance for a minimum of **one hundred and twenty (120) 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.

17. Tenders must be completed in the English language or a full English translation provided at no cost to the GoM.

18. The submission will be checked for completeness and compliance before responses are evaluated.

19. Any signatures must be made by a person who is authorized to commit the Potential Bidder to the Contract.

20. 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

21. 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 4 calendar days before the Tender submission due date, to enable any technical queries to be investigated and resolved.

22. 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.

23. Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Bidder without the prior written consent of the Government of Montserrat. Such written consent however shall not under any circumstances relieve the Successful Bidder 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.

24. The procurement procedure will be managed in accordance with the SRO No. 27 of 2019 - Public Finance (Management and Accountability) (Procurement) Regulations, a copy of which can be found at https://tenders.gov.ms/publications

25. Health and Sanitation

All local health and sanitation requirements must be met at all times. This shall include the wearing of gloves, hair coverings and aprons by staff as appropriate. The highest standards of sanitation must be maintained throughout the contract period.

COVID 19 regulations/protocols must be adhered to.

The Contractor shall at all times comply with all applicable occupational health and safety legislation, regulations, and standards in force in Montserrat, and with any additional requirements imposed by the Government of Montserrat or its Contract Administrator.

In particular, the Contractor shall ensure that:

- All workers are provided with and required to wear appropriate personal protective equipment (PPE), including but not limited to protective helmets, cut-resistant gloves for handling rough timber/sheets (not at rotating equipment), hearing protection where noise levels warrant, and eye/face protection for cutting, routing, and sanding, safety boots, high-visibility clothing, and fall-arrest harnesses where work at height is undertaken.
- All electrical works are executed in accordance with recognized electrical safety standards, including the proper isolation, lock-out and tag-out procedures, and testing before energization.
- Work areas are secured against unauthorized access and clearly marked with appropriate safety signage.
- Records of safety inductions, tool-box talks, and accident/incident reporting are maintained and made available for inspection upon request
- Require suitable respiratory protection when cutting/sanding (e.g., particulate-rated RPE) where LEV is insufficient or during clean-up.
- Maintain housekeeping so that floors, ledges, and equipment remain free of fine wood dust.
- Maintain clear walkways and bench areas; route dust hoses/cables to avoid trip hazards.
- Segregate the working zone; post signage and restrict unauthorised access.
- Store flammable finishes/solvents/adhesives in approved containers, in ventilated areas away from heat; ground/secure metal containers where decanting.
- Provide Class A fire extinguishers and train staff in their use.
- Inspect blades, cutters, fences, guards, and brakes before use; lock-out/tag-out for maintenance or blade changes.

26. Criminal Record Checks

The service provider shall provide documentary evidence that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of an offence or any other crime that indicates the person poses a threat to the physical safety to anyone.

The service provider shall not assign any employee to provide services pursuant to this Contract if the said worker has ever been convicted of an offense or any crime involving assault, sex offences, violence, or drugs; or if the said worker has engaged in any crime or conduct indicating that the worker may poses a threat to the safety or well-being of employees.

Officials reserve the right to prohibit any employee of the service provider from providing services if it is determined, in its sole discretion, that such employee poses a threat to the safety or well-being of personnel or others.

27. Additional Information

- **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.

- **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.

- **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

- **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.

- **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; 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.

- **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.

- **Bidder Performance**

The selected Bidder 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 Bidder and the Government of Montserrat. The Government of Montserrat may also conduct periodic reviews/assessments of any selected Bidder, taking into consideration, in addition to specific work related to the project undertaken by the Bidder, ongoing Bidder staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Bidder, 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 Bidder 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 Bidder or its performance of any work, it is deemed to be in the Government of Montserrat's best interests.

- **Payments and Deposits**

Invoices will be paid within **fourteen** (**14**) days from the approval date of the invoice.

- **Indemnification**

The Successful Bidder 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 Bidder 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 Bidder, 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 Bidder, 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 Bidder arising out of or in any way related to this ITT or subsequent contract.

# 5. Background

In February 2023, the Montserrat Parliament Building Project was approved as a candidate initiative within the CIPREG Programme, with a conceptual design prepared by the Public Works Department. A Project Delivery Committee was established, and key project documentation developed under the project management of the PMO. During 2023–2024 reporting, it became clear that, based on the spatial and functional requirements, the funding initially available would not fully cover the proposed scope. In response, the decision was made to procure additional design and estimating services to explore potential solutions and provide greater clarity on associated costs. This proactive step was intended to inform future investment requirements and support Cabinet and the Steering Committee in their decision-making.

Although the procurement process did not result in an award, the project was paused pending consideration of the CIPREG budget and alternative funding solutions. At a subsequent Steering Committee meeting, approval was granted to reallocate funds from the Parliament Building project to the Upgrade of the Cultural Centre project.

The current strategy focuses on delivering a renovation project to enhance the Montserrat Cultural Centre—the current venue for Montserrat's parliamentary proceedings. This approach not only strengthens the facilities available for legislative sittings but also revitalises an important cultural landmark and community hub. By modernising the Centre, the project will create a more attractive venue for a wider range of events, encourage greater community use, and generate increased revenue.

The Montserrat Cultural Centre is an iconic landmark of Montserrat, celebrated for its historical significance. Owned by the Government of Montserrat, with full responsibility for its upkeep, the Centre has long stood as a symbol of national pride. Over the years, it has grown beyond its original design to host a wider range of functions, including the Legislative Assembly. Having served the nation well, it now presents a timely opportunity for significant maintenance and upgrading, ensuring it is restored to modern, fit-for-purpose standards that reflect its stature and importance.

# 6. Description of Works / Scope of Works

The Bidder is expected to construct a fully functional Changing-Room (Demolition, Construction, Fit-Out & MEP Services) for the Montserrat Cultural Centre main building.

For details on the scope of works, please refer to Schedule I, Appendix C and Appendix D of this

document.

- Demolition work: Remove timber building, chain link fencing, metal railing
- New structure with concrete elements (foundations, slabs, beams, columns), roof slab, stair
- External walls/railing at Manager's patio, 8" blockwork and aluminium rail.
- Installation of Windows & doors, including installation of one automatic sliding door and multiple aluminium/timber doors.
- Internal partitions, Gypsum board partitions including removable rolling partitions.
- Finishes: Renders, emulsion and Marmoran paints; extensive floor and wall tiling (bathrooms, changing room, patio, risers, shower).
- Sanitary appliances: Basins, WCs, showers, sinks, accessories.
- Water, drainage, LPG, water heater
- Supply and Installation of two AC 24,000 BTU mini-split units.
- Installation of Electrical panel board, transformer, luminaires, switches, 110/220V outlets, testing & commissioning.
- Supply and Installation of one manlift "as per specification" in BOQ , including creating construction of a shaft for the manlift.
- Installation of fencing 10-ft chain-link fence with concrete-backfilled posts at 10-ft centres.
- Kitchen units: Floor and wall units (hardwood/Corian composite). Bidder is expected to provide basic training and O&M Manuals for each of the commissioned equipment to the GoM's Project Manager and other representatives.
- Provide all necessary access equipment, hoists, and safe platforms.
- Protect public circulation and maintain safe routes at all times.
- Clean all new fixtures and adjacent finishes.
- Remove protections, temporary works, surplus materials, and debris.
- Present the installation snag-free and commissioning for final acceptance.

## 6.1 Technical Considerations

1. The warranty period shall expire no less than 12 months from the date of Practical Completion/handover, covering materials and workmanship. OEM warranties for equipment (A/C units, water heater, lift, electrical devices) shall be not less than 12 months; where the manufacturer offers longer terms (e.g., waterproofing sealants, hardware), those longer terms shall apply and be stated at the Schedule of Warranties to be provided by the bidder.
2. The Contractor shall comply with all applicable safety practices and instructions from the GoM's Project Manager, including the following minimum controls:

    a. Excavations & temporary works: risk assessment, shoring/benching, edge protection, competent inspections.
    b. Formwork/reinforcement/concrete works: designed temporary works where needed; safe placement, vibration, curing; exclusion zones.
    c. Working at height: compliant scaffolds/MEWPs with inspection tags; collective protection preferred; harnesses and anchor points where required; ladders for short-duration, low-risk tasks only.
    d. Lifting & handling: lift plans for heavy items (doors, glazing, lift components, A/C

condensers); certified slings/hoists; trained operators.

e. Hot works: permit-to-work; fire watch; fire-extinguishers; removal or protection of combustibles; post-work inspections.
f. Electrical safety: de-energise, lock-out/tag-out, test for dead before any tie-ins; RCD/GFCI protection on temporary supplies; no damaged cords.
g. Confined/restricted spaces: safe systems for the lift pit/shaft and ceiling voids; atmosphere checks/ventilation where applicable; standby/rescue plan.
h. Dust, silica & fumes: wet-cut or use HEPA extraction for cutting/grinding; control tile-cutting dust; provide respiratory protection where exposure limits may be exceeded; ensure adequate ventilation for adhesives/paints/sealants.
i. Manual handling & ergonomics: plan for repetitive tasks; use aids (dollies, panel lifters) for doors/boards/worktops; team lifts where needed.
j. Public and worker protection: segregate work zones; barriers and signage; maintain clear pedestrian routes and housekeeping that keeps floors free of debris, cords and hoses; daily waste removal to the approved facility.
k. Penetrations & fire-stopping: seal all service penetrations with approved fire-stopping systems; maintain compartmentation; document locations.
l. Records & permits: conduct inductions and toolbox talks; maintain permits (hot-work, W@H, LOTO), inspections (scaffold, MEWP, lifting), and commissioning/test sheets on site for review.

### 6.2 Reference Drawings

Drawings have been provided to give a clearer understanding of the existing structure into which the equipment will be installed. These drawings are not for construction purposes.

- Please refer to Appendix D for drawings of the Changing Room.

# 7. EVALUATION OF BIDS

The following evaluation criteria will be used to evaluate Bids received in response to this ITT. The Administrative Compliance will be applied before the remaining criteria and is either pass or fail, with failure meaning that bids will be deemed Non-compliant. Bidders must achieve a minimum of 65% of the technical score to be considered for award of contract.

| EVALUATION CRITERIA | WEIGHTED SCORE % |
|---|---|
| Administrative Compliance | PASS/FAIL |
| ***The technical and cost criteria will be evaluated over a total of 100 %. Bidders are required to achieve at least a minimum of 65% of the technical score to qualify for consideration for contract award.*** | |
| **Technical Assessment** | |
| Warranty– twelve (12) months | 5% |
| Project Methodology | 15% |

| | |
|---|---|
| Delivery Time | 15% |
| Experience | 15% |
| Technical Specifications | 15% |
| **Financial Assessment** | |
| Cost Proposal | 35% |
| **TOTAL** | **100%** |

### 7.1 Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested in the Tender Checklist as specified in section eleven (11):

- Completed and Signed Respondent's Identification Details (Section 8)
- Completed and Signed Form of Tender (Section 9)
- Signed Anti-Collusion Statement (Section 10)
- Tax Compliance Certificate (if locally based)
- Warranty
- Project Methodology
- Delivery Time
- Technical Specifications
- Cost Proposal
- Completed Bill of Quantities

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.

### 7.2 Warranty (5%)

In the submission of their Tender, bidders are required to furnish a valid warranty of no less than twelve (12) months for workmanship and any equipment provided and its constituent components. Ideally, the bidder should itemize each component, specifying the corresponding duration of warranty for each. Comprehensive information outlining the scope of warranty coverage applicable to the equipment and fixtures provided must be included. Bidders failing to incorporate the required warranty information will be disqualified.

### 7.3 Methodology (15%)

Bidders are asked to provide details on their operational methodology in explicit terms. Specifically, bidders must delineate whether the execution of the contracted job necessitates the presence of on-site technicians (specifying total number of crew members). In addition, bidders are required to furnish a comprehensive Gantt chart detailing the entire project lifecycle. This Gantt chart should outline the sequence of tasks, key milestones, and anticipated deliverables. The provision of such detailed information is deemed integral to the bid evaluation process and will be considered a material factor in the selection criteria. Failure to comply with this requirement may result in the disqualification of the bidder's submission. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

**7.4 Delivery Time (15%)**

A higher than normal weighting has been assigned to the delivery schedule criterion within the evaluation process, affording preference to suppliers capable of expeditiously delivering items to Montserrat (CIF). The percentage for this criterion will be calculated proportionately to similar submissions from other tenders giving full marks to the bidder with the fastest total delivery.

**7.5 Experience (15%)**

Prospective bidders need to provide details of at least two (2) previous contracts completed within the past ten (10) years of a similar nature to the scope of works of this tender with a value of no less than EC$ 402,988.00 for material and labour or a minimum value of EC$161,195.00 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 |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**7.6 Technical Specifications and Experience (15%)**

The bidder with the best solution, while meeting the minimum technical specifications in Section 7, will be given preference. Bidders are encouraged to suggest alternative solutions to the required technical specs, but they must thoroughly justify their choices, highlighting the benefits of their suggestion compared to the specified technical specs. Marks will be awarded based on how well the proposal aligns with the technical specifications when compared with other bids.

**7.7 Cost Proposal (35%)**

Bidders must complete the Form of Tender (Section 9) and return it with their bid submission. The Bid price is a significant factor and the Government of Montserrat will seek to ensure that the services are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. The Government of Montserrat is not bound to accept the lowest or any bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bids. Bidders must submit all the documents requested in the ITT document. The ITT checklist provides a list of requirements which need to be fulfilled.

For example, if the cost element is worth 35%:

$$\text{Tenderer's Financial Score} = \frac{Lowest\ Tender\ Price}{Tenderer's\ Tender\ Price}\ x\ 35$$

**Example:** The lowest tender price received (Bidder A) is EC$ 10,000.00, and Bidder B submits a tender price of EC$ 14,000.00. The maximum score available for the financial proposal is 35 points.

$$\frac{EC\$\ 10{,}000.00}{EC\$\ 14{,}000.00}\ x\ 35 = Bidder\ B's\ Score$$

Results:

- Bidder A (lowest price: XCD 10,000) = 50 points
- Bidder B (price: XCD 14,000) = 25 points

# 8. RESPONDENT'S IDENTIFICATION DETAILS FORM

| A | PERSONAL INFORMATION |
|---|---|

BUSINESS NAME:…….……..…… ……REGISTRATION NUMBER:……..

BUSINESS ADDRESS:…….……..……..……

……..……..……..……

CONTACT PERSON:……..……..……..……..POSITION:……..……..……..……..……..

TELEPHONE NUMBER(S):……..……..……..……WEBSITE:……..……..……..……..……..

EMAIL ADDRESS: ..……..……..……..……..……..……..……

| B | QUESTIONNARE | | |
|---|---|---|---|
| 1 | Your entity operates as which one of the following? | √ | **Tick the applicable response** |
| | | | Sole Proprietorship |
| | | | Partnership |
| | | | Limited Liability |
| | | | Others |
| 2 | How many years has your entity been in operation? | | (0–1) |
| | | | (1-3) |
| | | | (3-5) |
| | | | (5-10) |
| | | | (10 & Over |
| 3 | Number of Employees within your entity? | | (1-5) |
| | | | (6-10) |
| | | | (11-15) |
| | | | (16 & Over) |
| 4 | How many similar contracts has your entity successfully completed in the last 2 years? | | (1-3) |
| | | | (4-6) |
| | | | (7-9) |
| | | | (10 & Over) |
| 5 | What is the highest sum of any of the contracts completed in the last 2 years? | | (50-100)K |
| | | | (101-200)K |
| | | | (201-400)K |
| | | | Over 400K |
| 6 | Has your entity failed to complete a contract for a public or private entity? | | 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)

……..…… Business Name/Stamp
*Date*

# 9. FORM OF TENDER

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

Dear Sir/Madam:

**Re: ITT for the Montserrat Cultural Centre: Changing-Room Building (Demolition, Construction, Fit-Out & MEP Services)**

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:

**Total Cost (Lump Sum)** (including delivery of equipment to Montserrat, but excluding taxes and duties)

EC$ ……..

(words)……..……

……..……

If my/our tender is accepted, I/We undertake to complete the supply and delivery of all equipment and fixtures within ______**days/weeks** from the date of receipt by me/us of the official award of contract. .

I/We understand that 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 one hundred and twenty (120) 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…….……..2025

# 10. 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……2025

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 ……

# 11. TENDER CHECKLIST

**Project Title:** ITT for the Montserrat Cultural Centre: Changing-Room Building (Demolition, Construction, Fit-Out & MEP Services)

**Date advertised:** Wednesday, 17th September 2025

**Clarification Deadline:** Tuesday, 30th September 2025

**Tender Deadline Date:** Wednesday, 8th October 2025

**Tender Deadline Time:** 12:00 midday Eastern Caribbean time, (UTC-4)

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.

| | |
|---|---|
| Completed and Signed Respondent's Identification Details (Section 8) | ☐ |
| Completed and Signed Form of Tender (Including completion Time) (Section 9) | ☐ |
| Signed Anti-Collusion Statement (Section 10) | ☐ |
| Tax Compliance Certificate (if locally based) | ☐ |
| Labour Warranty/Workmanship Warranty | ☐ |
| Project Methodology and Schedule of Works | ☐ |
| Experience | ☐ |
| Technical Specifications | ☐ |
| Cost Proposal | ☐ |
| Completed Bill of Quantities | ☐ |

..... ……

Signed on behalf of Bidder Date

# Appendix A - FORM OF CONTRACT AGREEMENT

## FORM OF AGREEMENT
## ISLAND OF MONTSERRAT

1. This Agreement is made the ……. day of……**2025** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **Kenya Lee,** Financial Secretary, Ministry of Finance and Economic Management (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 Montserrat Cultural Centre located in Little Bay 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 document.

2. This Agreement shall take effect from the…… 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 in Schedule 1 together with the Specification drawings, Signed Form of Tender, Priced Bill of Quantities, Specifications, Contract Drawings, Tender circular, Addenda in Schedule 4 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) "Contract Administrator" means a duly authorized representative of GOM who is also qualified and trained as an Engineer, Architect, Quantity Surveyor or project Manager. The Contract Administrator 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 Contract Administrator will hold direct communication with the Contractor and the Contractor shall adhere to such instructions.

   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 Hon. Financial Secretary, Ministry of Finance & Economic Management (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 column 1 of Schedule 2, within the timelines set out in Column 2 of Schedule 2, in return for the fees set out in column 3 of Schedule 2, under the Terms and Conditions outlined in Schedule 1.

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

BY

_____

**Kenya Lee,**
Financial Secretary
Ministry of Finance and Economic Management

_____

WITNESS

BY

_____

_____

WITNESS

## SCHEDULE 1

### Terms and Conditions

I. **GOM** may at any time by a written notice modify the deliverables described in Schedule 2 and promptly upon receipt of such modification the **Contractor** shall within 7 days either advise that the change will not affect its costs or cause a delay in providing the deliverables, or furnish a breakdown of estimated changes in costs or delay in the deliverables attributable thereto. Upon receipt of the breakdown by **GOM** any changes necessary to the other terms and conditions of the agreement shall promptly be negotiated by the parties and incorporated in an amendment to this contract. The **Contractor**'s failure to advise of any such changes or delays shall constitute the **Contractor's** consent to the modification without adjustment to the other terms and conditions of this agreement.

II. As full consideration for the services performed by the **CONTRACTOR** under the terms of this agreement the **GOM** will pay the fees as outlined in Schedule 2, payable against original invoices delivered to the **GOM** at its headquarters by the **CONTRACTOR**, provided that **GOM** may give notice of its intention not to pay such fee where:

a. The **CONTRACTOR** has failed to carry out services/provide the deliverables, or has defectively carried out services/provided deliverables required by this Agreement to be carried out and has not remedied such failure or defect within a reasonable time;

b. The **CONTRACTOR**, by act or omission has caused damage to personnel or property of the **GOM** or any third party;

c. There is a breach of any other provision of this Agreement; and upon giving such notice the **GOM** may withhold payment accordingly.

III. The **GOM** shall have the right, at its expense, to have a representative of the **GOM** inspect such records and invoices of the **CONTRACTOR** as are necessary to verify the **CONTRACTOR's** performance and all expenses submitted pursuant to this Agreement and the **CONTRACTOR** shall make such records and invoices available for inspection during normal business hours at the **GOM** Headquarters.

IV. All records related to this Agreement at any time in the possession of the **CONTRACTOR** shall be retained for a period of one (1) year after the termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the **GOM**, shall be retained by the **CONTRACTOR** until the claim has been resolved.

V. The **CONTRACTOR** shall not remove any material, goods or equipment purchased by the **GOM** and furnished to the **CONTRACTOR** to facilitate the performance of its obligations under this contract without the prior written consent of the Administrator.

VI. The **CONTRACTOR** shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **GOM** except upon

authorization by the **GOM**. The **CONTRACTOR** shall not seek to acquire any such information outside of the performance of its/his duties under this Agreement.

VII. (a) The **Contractor** shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the **GOM**, such consent not to be unreasonably withheld.

(b) The **Contractor** retains full and complete responsibility for every aspect of the Works and deliverables including any aspect which might be sub-contracted or assigned to another person under clause VII (a), including the duty to ensure that any such part of the Works or deliverables are completed in a good and workmanlike manner, with sound materials and in conformity in all respects with the drawings, elevations and specifications and at all times and in every respect in compliance with the Building Codes of Montserrat and all the applicable laws.

(a) The **Contractor** shall respond to any reasonable query from GOM regarding the quality and quantity of materials procured by him/her for use in the Works and deliverables and shall provide **GOM** with satisfactory evidence of his/her compliance with the agreed specifications periodically/monthly/quarterly during the construction of the Works and within Seven **(7)** days of completion.

(d) The **Contractor** shall procure and supply all materials required and described in the priced Bill of Quantities, specifications, tender circular, addenda and contract drawings and shall ensure that those materials are used in construction of the Works and provision of the deliverables.

**VIII.** The **Contractor** agrees to undertake and complete the **Tender for the Montserrat Cultural Centre Demolish and Construct New Changing Room, Chair Lift and 8" Block Patio Railing at the Manager's Office Patio at Little Bay** and all Works described in the Specifications, drawings, the tender documents and all tender circulars and addenda.

IX. The **Contractor** and **GOM** agree that they will each have the respective obligations under this agreement as outlined in **Schedule 3**.

(a) The **Contractor** agrees to indemnify, and keep the **GOM** indemnified, from and against any and all loss, damage, expense, liability, claim or proceedings (whether criminal or civil) suffered by **GOM's** agents, servants or third parties, including any legal fees and costs incurred, resulting from a breach of this Agreement by the **Contractor** and/or arising in connection with the performance of this agreement by the **Contractor** or arising out of or in the course of or caused by the carrying out of the Works:

(i) in respect of personal injury to or death of any person; or
(ii) in respect of any damage whatsoever to any property real or personal due to any negligence, omission and default of the Contractor.

(b) The **Contractor** agrees to indemnify **GOM** in respect of claims from anyone suffering damage to their equipment or property, or accidents suffered by their employees, agents or third parties, resulting from the **Contractor's** actions.

X. The Contractor shall produce such evidence as GOM may reasonably require that the insurance referred to in the form of tender have been taken out and are in force from commencement of works until project completion.

XI. The Contractor shall ensure that suitable systems for controlling traffic and pedestrian movements are discussed with the Traffic Commissioner and implemented during its operations to minimize any delays to road users.

XII. (a)**GOM** will disburse each payment in respect of the deliverables only after receipt of certification issued by the Contract Administrator that:

(i) the respective phase of the Works or deliverable has been satisfactorily completed and complies with the drawings and building code;

(ii) the value of the work completed at that stage corresponds to or exceeds the sums previously disbursed.

(b) **GOM** shall retain 5% of each payment up to a maximum of 3% of the contract sum and release the accumulated total retention to the **Contractor** at the end of the warranty period provided that all works and repairs have been executed to **GOM's** satisfaction.

XIII. The parties agree that a warranty period of 12 months is part of the agreement, during which time the Contractor bears full responsibility for the execution of maintenance of the works and any repair or correction which becomes necessary due to the failure and incorrect performance of the Contractor.

XIV. The **Contractor** shall notify **GOM** in writing of his/her completion of the Works. The Contract Administrator shall certify the date when in his/her opinion, the Works have reached practical completion. This date shall be the date of commencement of the warranty period.

XV. The **Contractor** shall pay to **GOM** a penalty of 1% of the contract price a day, for every day the completion of the Works is overdue.

XVI. The parties agree that a dispute relating to the agreement shall be determined by a Mediator. Any party may request that a Mediator be appointed. The parties shall try to agree a single Mediator by whom the matter shall be determined. The Mediator once appointed shall specify a reasonable time and date for submissions, and information by each party. The parties shall cooperate with the Mediator and with such enquiries that he/she may deem necessary. No confidential information supplied to the Mediator shall be disclosed to any third party. The Mediator may set out his/her own procedure and be entitled to award financial damages or to order the performance or prohibition of any act as he/she deems fit. In the event agreement cannot be reached clause 23 condition of contract shall apply.

XVII. a) The **Contractor** shall receive two complete originals of this agreement.

b) Subsequent to the commencement of the agreement, the **Contractor** shall receive a copy of all additions to and amendments to the Specifications or drawings.

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

(i) Without reasonable cause he/she wholly or substantially suspends the carrying out of the Works, or he/she fails to proceed regularly or diligently with the Works, or

(ii) He/she refuses or neglects to comply with a written notice/instruction given by the Contract Administrator and by such refusal or neglect the works are materially and adversely affected

The Contract Administrator may give to the **Contractor** a notice specifying the default or defaults.

(b) If the Contractor continues with the default for 14 days from the issue of the notice under the agreement GOM may by a further notice to the Contractor terminate this agreement. Such termination shall take effect on the date of receipt of such further notice.

(c) **GOM** shall not issue a notice of termination unreasonably or vexatiously.

(d) The Contract Administrator shall determine the amount due to the **Contractor** which shall include loss, damage or expenses incurred by **GOM** as a direct consequence of the termination. A final payment certificate will be prepared by the Quantity Surveyor.

(e) 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;

(i) Force majeure, or
(ii) The Contract Administrator's instruction

the **Contractor** or **GOM** may upon expiry of the period of the suspension give notice to the other party that unless suspension is terminated within seven (7) days after the receipt of such notice, **GOM** shall pay to the **Contractor** the total value of the Works properly executed at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.

(f) A party shall not issue a notice of termination unreasonably or vexatiously.

XIX**.** The Contract Administrator may issue instructions on behalf of **GOM**, with regard to the postponement of any or all the Works to be executed under this contract.

XX. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

XXI. This Agreement supersedes any prior Agreement between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.

XXII. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

XXIII. (a) Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.

(b) A party that is delayed in meeting or that fails to perform its obligation under this Agreement because of Force Majeure, shall have no liability to the other for such delay or failure to perform.

Both parties shall use reasonable endeavours to mitigate as far as possible, the effects of the Force Majeure event.

(c) If one party is prevented from or delayed in performing its obligations under this agreement as a result of Force Majeure, the other party shall be released to the equivalent extent from its obligation in relation to that particular Force Majeure event.

XXIV. The provisions relating to confidentiality, indemnities and limitation of liability shall survive any completion, rescission, expiration or termination of this agreement. In addition, all rights and restrictions relating to any perpetual licenses and all payment terms relating to any outstanding payments shall survive.

XXV. Any notice or other document required to be given under this agreement or any communication between the parties with respect to any of the provisions of this Agreement shall be in writing and may be sent by electronic mail to the correct email address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

(a) A notice shall be delivered as follows:

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

Kenya Lee
Hon. Financial Secretary
Ministry of Finance and Economic Management
Brades
Montserrat
Fax: (1) 664-491-2367
Email: minfinmail@gov.ms

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

Address: ……..

Email: ……

(ii) 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.

**Appendix B – GENERAL CONDITIONS OF CONTRACT**

# 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 “Contract Administrator” 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) Specifications
3) Conditions of Contract
4) 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 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 Contract Administration, 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 art 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.
2) The contractor should supply the material or materials list they wish to order to the Project Architect/CA and also the invoices after these materials are bought. This is to ensure that there is no delay during the contract. Additionally, submit delivery times of the said materials as listed above to the Project Manager

**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/she in writing, inform the Contractor of his/her 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 Collaborative working**

All contracted entities are required to maintain Collaborative working and must consider clear planning
and coordination for all operations to prevent downtime and optimize performance.

**10 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.

**11 Supervision of Works and Skilled Workmen**

a) The Employer shall provide all necessary superintendence during the execution of the works.

b) The Employer 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.

**12 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.

**13 Payment 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.

**14 Payment to the Contractor**

Please note that in accordance with the GOM Finance Regulations, The **Honourable Financial Secretary** has advised that Contractors are to reduce their dependency on GOM taking the risk of providing a substantial **Advanced Payment** to them.
In addition, any request for **Advanced Payment** by tenderers amounting to more than 20% of the contract sum will be subjected to the discretion of the **Honourable Financial Secretary (FS).**

**Interim Payments** to the Contractor will be made (**in accordance with his/her agreed Payment Request as supplied in his/her tender submission)** and after the issue of an invoice from the contractor with the Contract Administrator confirmation 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 release at the end of the warranty period as indicated in **Clause 21** provided that all works and repairs have been executed to the satisfaction of the Employer.

**15 Risks**

The entity contracted to execute this contract must have a clear understanding of the project-specific risk to develop appropriate and effective risk transfer, management and /or mitigation strategies.

**16 Safety**

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

**17 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.

## 18 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.

## 19 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.

## 20 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.

## 21 Warranty Period

A warranty period of 12 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.

## 22 Handing Over Completed Works

The Contractor shall notify the Employer in writing of his/her 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/her opinion, the works have reached practical completion. This date shall be the date of commencement of the warranty period.

## 23 Failure to Meet Completion Date

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

## 24 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/her Contract.

## 25 Matter of Disagreement

If a dispute arises under this Contract, the parties agree that they would first exhaust the provisions outlined in sections 46, 47 and 48 of the Public Finance (Management and Accountability) Procurement regulations 2012. 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.

## 26 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.

## 27 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/she wholly or substantially suspends the carrying out of the works, or

b) He/she fails to proceed regularly or diligently with the works, or

c) He/she 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 25.1.

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.

2) 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.

## 28 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.

## 29 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/she be allowed to bid on contracts valued above EC$50,000. If his/her score is less than 0.75 but is equal to or greater than 0.5, he/she will only be allowed to bid contracts valued at $50,000 or less until he/she can achieve a higher score.

# SCHEDULE 1

## SERVICES/TASKS/DELIVERABLES/TIMELINES

The Supplier will provide the services in accordance with the standards and timelines outlined herein:

| Services | Tasks/Deliverables | Timeline |
|---|---|---|
| Demolition | Demolish existing Changing Room<br><br>Demolish existing chain link fence<br><br>Demolish existing metal railing at Manager's Office patio | Equipment to be available in Montserrat |
| Installation and Constructing | Installation and Constructing New Chain Link Fence<br><br>Constructing New Changing Room<br><br>Constructing New Chair Lift<br><br>Constructing New 8" Block Patio Railing at Manager's Office Patio | |
| Supplying of Components | Supplying of chain link fence<br><br>Supplying of tiles for changing room<br><br>Supplying of doors for changing room<br><br>Supplying of windows for changing room<br><br>Supplying of plumbing fixtures for changing rooms<br><br>Supplying of chair lift<br><br>Supplying of electrical fixtures for changing room<br><br>Supplying of wall and floor unit kitchen cupboards | |
| After Sale Support | | Ongoing as required |