



Government of Montserrat

Bid Pack

Contract Title: Margetson Building Refurbishment

Contract Reference: NH03

1. Welcome

1.1. Our bid pack comes in two main parts:

1.1.1. Part 1 - About the procurement – what the opportunity is, who can bid, competition timelines for this competition and how to ask questions. Plus:

- Making the competition work - sets out the rules of this competition.
- How the contract works - what's in a contract.

1.1.2. Part 2 - How to bid – guidance on the selection and award questions and how we will assess your bid. Bids can be submitted in hard copy by hand or electronically through myTenders portal at <https://www.mytenders.co.uk/>

1.1.3. 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.

1.2. The additional parts to this Bid Pack are:

1.2.1. Part 3 Statement of Requirements.

1.2.2. Part 4 Pricing Schedule (separate attachment)

1.2.3. Part 5 Bidders Offer

1.2.4. Part 6 Anti-Collusion Statement

1.2.5. Part 7 Draft Contract Terms

1.3. Make sure you read all the attachments. The guidance, information and instructions that we provide are there to help you to make your best bid.

1.4. If anything isn't clear, see 5. 'When and how to ask questions.'

2. The Opportunity

2.1. This Procurement will establish a contract for the purchase of Works described in Part 3, Statement of Requirements.

2.2. This Contract will be between the successful Supplier and the Government of Monserrat (GoM)

2.3. The GoM is managing this procurement in line with the Public Finance (Management and Accountability) (Procurement) Regulations 2019

3. What You Need To Know

3.1. What 'We' and 'You' Means

3.1.1. When we use 'we', 'us' or 'our' we mean the Government of Montserrat.

3.1.2. When we use 'you' or 'your' we mean your organisation, or the organisation you represent, in this competition.

3.1.3. The Public Finance (Management and Accountability) (Procurement) Regulations 2019 ("the Regulations") regulate how we procure. This means that we and you must follow processes that are fair, transparent and equitable for all bidders.

3.2. Who Can Bid

3.2.1. Any supplier that can demonstrate compliance with Section 6 of the Regulations may submit a bid.

3.2.2. You can bid with named subcontractors to deliver parts of the requirements. You must tell us about any changes to subcontractors or you may be excluded from this competition.

4. Timelines for the Competition

- 4.1.** These are our intended timelines but, for a range of reasons, dates can change. We will tell you if timelines change.

Launch of Procurement	12 May 2023
Clarification period starts	15 May 2023
Non-Mandatory Site Visit	TBA
Bid Clarification Deadline	05 June 2023
Deadline for publication of Clarification responses	12 June 2023
Bid Submission Deadline 12:00 AST	14 June 2023
Tender Interviews Week Commencing	19 June 2023
Proposed Award Date of Contract	28 June 2023
Expected commencement date for Contract	30 June 2023
Expected completion date for Contract	17 November 2023

5. When and How to Ask Questions

- 5.1.** If you have any questions you need to ask them as soon as possible after the procurement event is published as there is a deadline for submitting clarifications questions (Refer to timelines in 4.1 above). This gives you the chance to check that you understand everything before you submit your bid.
- 5.2.** You need to send your questions through the myTenders website or to **procurement@gov.ms**. These are the only ways we can communicate with bidders. Ensure your question is specific and clear and does not include your identity. This is because we publish all the questions and our responses to all bidders.
- 5.3.** If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether to publish the question and response.
- 5.4.** All contract awards will be subject to the terms and conditions identified in this Bid Pack.

6. Making the Competition Work

6.1. We run our competitions so that they are fair and transparent for all bidders. This section sets out the rules of this competition.

6.2. What you can expect from us

6.2.1. We will not share any information from your bid which you have identified as being confidential or commercially sensitive with third parties, other than stakeholders in the competition. We may however share this information where the law requires.

6.3. What we expect from you

6.3.1. You must comply with the rules in this Bid Pack and any other instructions given by us. You must also ensure members of your consortium (if relevant), group companies, subcontractors or advisers comply.

6.3.2. You may:

- Submit one bid.
- Your bid must remain valid for 90 days after the bid submission deadline.
- You must submit your bid in English and through the myTenders website or by hard copy in person.

6.4. Involvement in multiple bids

6.4.1. If you are connected with another bid for the same requirement, we may make enquiries. For example, where you either submit a bid:

- In your own name and or as a subcontractor and or as a member of a consortium connected with a separate bid.
- In your own name which is like a separate bid from another bidder within your group of companies.

6.4.2. This is so we can be sure that your involvement doesn't cause:

- Potential or actual conflicts of interest.
- Supplier capacity problems.
- Restrictions or distortions in competition.

- 6.4.3.** We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.

6.5. Contracting arrangements

- 6.5.1.** Only you or, as applicable, your subcontractors (as set out in your bid) or consortium members (if relevant) can provide services through the contract.

6.6. Bidders conduct and conflicts of interest

- 6.6.1.** You must not attempt to influence the contract award process. For example, you must not ever directly or indirectly:

- Collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member (if relevant) or provider of finance.
- Canvass our staff or advisors about this competition.
- Try to get information from any of our staff or advisors about another bidder or bid.

- 6.6.2.** You must ensure that no conflicts of interest exist between you and us. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

6.7. Confidentiality

- 6.7.1.** You must keep the contents of this Bid Pack confidential (including the fact that you have received it). This obligation does not apply to anything you have to do to:

- Submit a bid.
- Comply with a legal obligation.

6.8. Publicity

- 6.8.1.** You must not publicise the deliverables or the award of any contract unless we have given written consent. For example, you are not allowed to make statements to the media about any bid or its contents.

6.9. Our rights

6.9.1. We reserve the right to:

- Waive or change the requirements of this Bid Pack without notice.
- Verify information, seek clarification or require evidence or further information about your bid.
- Withdraw this Bid Pack at any time, or re-invite bids on the same or alternative basis.
- Choose not to award any contract or Lot as a result of the competition.
- Choose to award different Lots at different times.
- Make any changes to the timetable, structure or content of the competition.

6.9.2. We reserve the right to exclude you if:

- You submit a non-compliant bid.
- Your bid contains false or misleading information.
- You fail to tell us of any change in the contracting arrangements between bid submission and award.
- The change in the contracting arrangements would result in a breach of procurement law.
- For any other reason provided in this Bid Pack.
- For any reason set out in the Regulations.

6.10. Consequences of misrepresentation

6.10.1. If a misrepresentation by you induces us to enter into a contract with you, you may be:

- suspended for a period not exceeding two years, from being considered for any procurement contract by a procuring entity.
- barred from participation in any or a certain type of procurement process, subject to any condition the GoM considers necessary.

- sued by the us for damages.

6.10.2. If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted under the laws of Montserrat.

6.11. Bid costs

6.11.1. We will not pay your bid costs for any reason.

6.12. Warnings and disclaimers

6.12.1. We will not be liable:

- Where parts of the Bid Pack are not accurate, adequate or complete.
- For any written or verbal communications.

6.12.2. You must carry out your own due diligence and rely on your own enquiries.

6.12.3. This Bid Pack is not a commitment by us to enter into a contract.

6.13. Intellectual Property Rights

6.13.1. The Bid Pack remains our property. You must use the Bid Pack only for this competition.

6.13.2. You allow us to copy, amend and reproduce your bid so we can:

- Run the competition.
- Comply with law and guidance.
- Carry out our business.

6.13.3. Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

Part 2

How to bid including evaluation criteria

1.0 How to Make Your Bid

Your bid must be made by the organisation that will be responsible for providing the deliverables if your bid is successful.

Remember to:

- Decline this Bid Pack if you do not wish to submit a response and provide a reason for doing so.
- Upload your bid into the [myTenders](#) site or submit your bid in hard copy as set out in 1.1 below.
- Make sure you answer every question.
- Each question must be answered. You must not answer any of the questions by cross referencing other questions or other materials e.g., reports located on your website.
- Submit your bid before the Bid Submission Deadline.
- Upload/include **ONLY** those attachments we have asked for. Any other supporting evidence, certificates for example, will be requested separately by us.
- If we **do not** require attachments and have specified this, please only use the Text Boxes provided for your answer.
- Check for messages throughout the competition on the [tenders.gov.ms](#) site or the [myTenders](#) site.
- If you are unsure, ask questions before the Bid Clarification Deadline.

1.1 Submitting a hard copy of your Bid

You will need two (2) plain envelopes for a hard copy the Bid 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:

Refurbishment of Margetson Building

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 on the envelope:

Refurbishment of Margetson Building

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 will lead to your submission being deemed non-compliant and not considered any further.

Tenders are to be delivered to the address above by

Tenderers will be given a receipt.

2.0 How the Evaluation is Structured

A summary of all the questions in the evaluation, along with the marking scheme, and weightings for each question is set out below:

QUALIFICATION QUESTIONS

- Question 1 - Qualification - Key Participation Requirements – Pass/Fail
- Question 2 - Qualification – Conflict of Interest – Pass/Fail
- Question 3 - Qualification – Tender Checklist – Pass/Fail
- Question 4 – Qualification – Bidder Information – Pass/Fail
- Question 5 – Qualification – Subcontractors - Information Only

TECHNICAL QUESTIONS

- Question 5 – Technical – Written submission
- Question 6 – Technical - Tender Interview

COMMERCIAL QUESTIONS

- 7. Question 7 – Pricing information

3.0 Award process

The award stage consists of a Qualification, Technical and Commercial evaluation. The award of the resultant contract will be based on the 'Most Advantageous Tender'.

What you need to do:

- Answer the questions in section 5, 6 and 7 and upload to myTenders website or by hard copy.
- Ensure you have completed the Tender Checklist and attached all required documentation.

What we will do:

Qualification evaluation (compliance check)

We will complete a mandatory evaluation to ensure you have answered all questions and completed all attachments in line with our instructions. All bids passing the mandatory evaluation will be progressed to the Technical Evaluation.

Technical evaluation

The technical section will be evaluated in two parts.

Part 1

Question 6 will be assessed using the response guidance and the evaluation criteria. Evaluators will give a score and a reason for their score for each question they are assessing.

If the evaluation panel wishes to clarify any areas of your bid, bid clarification questions will be issued on an individual basis.

The three bidders with the highest score at this stage will be invited to a tender interview to further explain their offer.

Part 2

Your interview will then be scored based on the response guidance.

Consensus

The evaluators will discuss the technical responses and review their scores and reasons for that score. The discussion will continue until they reach a consensus regarding the score, and reason for that score, for each question. These final scores will be used to calculate your technical score.

Technical threshold

If you have not met the minimum acceptable score for each question, you will be excluded from the competition and you will not receive a Commercial score. We will tell you that you have been excluded from the procurement and why at the award stage.

Commercial evaluation

We will consider your commercial response and conduct compliance checks, review for abnormal bids and conduct any clarifications required to formally evaluate your submission. This will be conducted in tandem with the technical evaluations and completed by a commercial evaluation panel.

We will only calculate your commercial score using the scoring mechanism outlined within the Bid Pack. However, if you failed to meet the minimum acceptable score during the technical evaluation you will not receive a score for the Commercial section. If we wish to clarify any areas of your bid, bid clarification questions will be issued on an individual basis.

Final score

Your technical score will be added to your commercial score, to create your final score.

Award

Award(s) will be made to the successful bidder(s), subject to contract. We will notify successful and unsuccessful bidder(s).

4.0 Marking scheme

4.1 Qualification questions 1 to 5 are mandatory question and will be evaluated PASS / FAIL. If you fail any of these questions, you will be excluded from the competition. We will tell you that your bid has been excluded.

4.2 Technical question 6 will be scored on evaluation criteria set out below will be used during the Technical Evaluation:

Rating of Response	Score
The response fully meets all requirements with detail provided minimising risks to delivery. The response is comprehensive and unambiguous, demonstrating a thorough understanding of the requirements and provides details of how the requirement will be met in full.	5
Good or Fully Compliant Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the supplier can fully meet the requirements of the Contract.	4
Satisfactory or Compliant Submission which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the GoM is relatively confident that the supplier can meet the requirements of the Contract.	3
Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all the information requested has been supplied and The GoM has minor concerns regarding the supplier's ability to meet the requirements of the Contract.	2
Unacceptable or Non-Compliant (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the GoM has major concerns regarding the supplier's ability to meet the requirements of the Contract.	1

4.3 The Bid Interview will be scored on the same criteria as Technical question 6 in 4.2 above.

4.3 Technical Evaluation

When the consensus meeting has taken place and the final score for each question has been agreed by the evaluators, your final score for each question will be multiplied by that question's weighting to calculate your weighted score for that question.

Each weighted score for each question will then be added together to calculate your technical score.

Each technical question is weighted according to its importance and the percentage score for each question is calculated as follows:

$$\frac{\% \text{ Weighting for question}}{\text{Maximum Score Available (5)}} \times \text{Score Awarded}$$

For example, a question with a weighting of **15%** awarded a score of **4**:

$$\frac{15\%}{5} \times 4 = 12\%$$

4.4 Commercial Evaluation

- This section contains information on how to complete Part 4 - Pricing Schedule and the commercial evaluation process.
- Read and understand the instructions in Part 4 - Pricing Schedule, and in this section before submitting your prices.
- Your prices must be sustainable and inclusive of all costs, for example your operating costs and profit.
- Your prices are to exclude sales or equivalent taxes.
- Pricing is to be inclusive of expenses to base location.
- The currency is East Caribbean \$ (EC\$).
- Any percentages submitted shall be up to two decimal places.
- Where we consider any price, you have submitted to be abnormally low, we will ask you to explain what you have submitted.
- You must download and complete Part 4 – Pricing Schedule (NH03 - MB ITT Part 4 - Pricing Schedule.xlsx) . Further detail may be provided within the Part 4 – Pricing Schedule
- Do not alter, amend or change the format or layout of the excel file: Part

4 – Pricing Schedule.

4.5 Commercial Scoring

Price evaluation process

- The Bidder with the lowest price for be awarded the maximum percentage available for that section.
- All other Bidders will get a score relative to the lowest total price for that question, calculated using the formula below.

$$\frac{\text{Lowest Bid}}{\text{Your Bid}} \times \% \text{ Weighting}$$

4.6 Final decision to award

We will add your technical score to your commercial score to calculate your final score. Where the final score achieved by multiple Bidders ranks them in equal position and all such Bidders have achieved the Minimum Pass Mark or higher in all questions, the Bidder with the highest score for the Presentation will be deemed as having the highest overall score.

5.0 Qualification Questions – Pass/Fail

QUESTION 1 Qualification - Key participation requirements

Response Guidance

The following questions are 'Pass/Fail' questions. If Potential Bidders are unwilling or unable to answer "Yes", their submission will be deemed non-compliant and shall be rejected.

Potential Bidders should confirm their answer by selecting the appropriate option.

1.1	Do you accept the competition rules as described in Part 1 – About the Procurement?	YES / NO
1.2	Have you read, understood and accepted the Bid Pack and all associated attachments, specifically Part 3 - Statement of Requirements?	YES / NO
1.3	Do you agree, without caveats or limitations, that if you are successful, the Contract Terms will govern the provision of this contract?	YES / NO

QUESTION 2 Qualification - Conflicts of Interest

Response Guidance

Question 2.1 is a 'Yes/No' question and will dictate whether question 2.2 needs to be answered.

Question 2.2 is a Pass / Fail question that only needs to be answered where you have answered 'Yes' in question 2.1.

Potential Bidders are required to provide details of how the identified conflict will be mitigated.

The GoM will review the mitigation in line with the perceived conflict of interest, to determine what level of risk this poses to them. Therefore, if Potential Bidders cannot or are unwilling to suitably demonstrate that they have suitable safeguards to mitigate any risk then their Bid will be deemed non-compliant and will be rejected.

2.1	Please confirm whether you have any potential, actual or perceived conflicts of interest that may be relevant to this requirement.	YES / NO
2.2	We require that any potential, actual or perceived conflicts of interest in respect of this Bid Pack are identified in writing and that companies outline what safeguards would be put in place to mitigate the risk of actual or perceived conflicts arising during the delivery of these services.	
(enter your mitigating actions here)		

QUESTION 3 Qualification – Tender Checklist

Response Guidance

Below are the following documents that **must** be provided for the tender to be valid. Bidders must supply and tick off the following information. Failure to provide means your Bid will be deemed non-compliant and may be rejected.

3.1	Key participation requirements (Question 1)	☐
3.2	Conflicts of Interest (Question 2)	☐
3.3	Tender Checklist (Question 3)	☐
3.4	Signed Respondent's Identification Details (Question 4)	☐
3.5	List of Subcontractors (if used) (Question 5)	☐
3.6	Technical Submission (Question 6)	☐
3.7	Commercial Submission – (Part 4)	☐
3.8	Completed & Signed Offer (Part 5) The Offer document shall be signed by a person legally authorised to bind the Bidder to a contract.	☐
3.9	Signed Anti-Collusion Statement and Tax Compliance Certificate (Part 6)	☐

QUESTION 4 Qualification – Bidder Information

Please complete the form below

A		BIDDER INFORMATION	
BUSINESS NAME:.....REGISTRATION NUMBER:.....			
BUSINESS ADDRESS:.....			
CONTACT PERSON:.....POSITION:.....			
TELEPHONE NUMBER(S):.....WEBSITE:.....			
EMAIL ADDRESS:			
B		QUESTIONNAIRE	
		Please Tick	Tick the applicable response
1	Your entity operates as which one of the following?		Sole Proprietorship
			Partnership
			Limited Liability
			Others
2	How many years has your entity been in operation?		(0-1)
			(1-3)
			(3-5)
			(5-10)
			(Over 10)
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 10 years?		(1-3)
			(4-6)
			(7-9)
			(10 & Over)
5	What is the highest sum of any of the contracts completed in the last 10 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 prospects.			
..... (Signature of Business Representative)			
..... Date		Business Name/Stamp	

QUESTION 5 Qualification – Subcontractors

Please provide details of any subcontractors you propose to use to meet your obligations should you be awarded a Contract.

Organisation Name	Co. Reg. Number	Registered Address	Services to be provided

Technical Section – Weighting 60%

QUESTION 6 Technical - Written Submission

Response Guidance

Potential Bidders **MUST** answer **ALL** the following questions.

The method of response, page limit on attachments and evaluation criteria is set per question.

Unless otherwise specified or submitting in hard copy, **you must upload your response as attachments.**

It is requested that attachments are submitted in Microsoft Office compatible format and must be in a plain font. Page limits include the use of headers / footers and diagrams. Upload **ONLY** those attachments we have asked for – if applicable any other supporting evidence, certificates for example, will be requested separately.

No costs should be included in responses to this Question.

Question number	Question	Word Limit	Minimum score	Weighting
6.1	Refurbishment / remodelling of hospital or, healthcare facilities OR other buildings used in a highly regulated environment (for example laboratories, medical or veterinary schools or similar) If your organisation has not carried out such works, please provide the name and CV of an experienced individual who is or will be employed by you to oversee this contract.	1000 (excluding CV if submitted)	3	15%
6.2	Provide details of at least two multidisciplinary construction or refurbishment contracts of a similar magnitude in the last seven years – you may re-use the example cited above if relevant.	1000	3	10%
6.3	Explain how you will resource and deliver this contract considering: • Supply chain issues • The operational hospital on the same site • Include a detailed Project schedule or Gantt Chart (no word limits)	1500	3	15%
6.4	Describe how you will ensure the health and safety of your employees, contractors and visitors during the works.	750	3	10%
6.5	Please outline your plans for engaging the local labour market and supply chain to benefit the economy of Montserrat.	750	3	10%

QUESTION 7 Technical – Interview – 15%

Response Guidance

Potential Bidders should prepare to describe holistically how they will deliver this contract and what added value they will bring. The interview will also include a two-way Q&A session.

This is an opportunity not only to expand on your written submission but also to demonstrate your cultural fit and how you will work in partnership with the GoM to achieve shared aims.

The evaluators will be looking for:

- Evidence of prior preparation and planning
- Confident and convincing arguments as to why their organisation is the best fit for this contract.
- Demonstration of a thorough understanding of the requirements and constraints

The list of attendees **must** include your proposed project manager.

No costs should be included in responses to this Question.

Maximum number of attendees per supplier: 4

Attendee Name	Title	Role

Commercial Section – Weighting 40%

Commercial - Written Submission/BoQ

Response Guidance:

- Potential Bidders must enter costs by downloading and completing Part 4- Pricing Schedule (NH03 - MB ITT Part 4 - Pricing Schedule.xlsx)
- Do not modify or change the format of this excel file
- Prices shall be submitted in EC\$ (XCD)
- Once file is completed, upload file “Part 4-Pricing Schedule” together with the rest of documents in response to this question, onto mytenders.co.uk.

Ensure you have completed:

- Your business name on the “Contents” tab
- Your detailed pricing on the “Measured Works” tab
- Your price for Prelims and General conditions on the “Summary” tab

All works 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.

Part 3

Statement of Requirements

OVERVIEW

The Government of Montserrat has secured funding to build a new 24 bed, National Hospital. To enable construction of this new hospital, a number of enabling projects need to be completed.

The most significant of these is the refurbishment and re-purposing of the Margetson Building which was previously an elder care facility. This must be completed before construction of the new hospital can commence. Once refurbished, the Margetson Building will be used to decant the various support services currently located on the rear half of the existing hospital compound, to clear this area to allow the construction of the new hospital building. The existing hospital will need to continue to function fully, whilst the new hospital is being built on the same site.

The Margetson Building is a purpose-built facility designed to accommodate the elderly and is located in the front half of the existing hospital compound. It comprises of two floors which are almost identical in layout. Each floor comprises of two halves, which are more or less, a mirror image of each other. The front half of the building has bed bays (like hospital wards) on both floors, whilst the rear and sides of the building mainly consist of open verandas, support services and bathrooms/ W.Cs. The main entrance is via an elevated walkway to the top floor, which is at street level, with the front entrance to the lower floor positioned directly below this. The building is currently cooled via split-unit air-conditioning.

THE REQUIREMENT

Scope of Work

Description

The re-purposed Margetson building requires to be refurbished to house a range of decanted hospital support services such as the laboratory, pharmacy, kitchen, laundry, medical records, administration and maintenance departments, as well as staff facilities e.g., lunchroom and staff changing. Some of the existing services furniture, fittings and equipment will need to be relocated into the newly refurbished building e.g., kitchen cookers and laboratory refrigerators, whilst most items will need to be built or fitted new into the Margetson building e.g., counter tops and cupboards in pharmacy, etc.

Please find on  [this link](#) the updated Margetson design information.

As mentioned above, the contractor will have full vacant possession of the entire Margetson Building for the duration of the building refurbishment period. The contractor will agree a programme of works with the client to ensure that the works are completed within the required timeframe, as well as an anticipated order of works e.g., demolitions, building of new walls, plumbing, etc.

Most areas of Margetson will require some form of refurbishment as shown in the drawings and specifications, with very few areas requiring only a light touch e.g., some stores and toilets.

The scope includes construction and creation of the following support areas: Pharmacy, Laboratory, Kitchen, Laundry, Administration offices, patient reception areas, patient waiting areas, staff facilities i.e., lunchroom, WCs, laundry room, staff showers, maintenance facilities, stores, internal and external access routes.

More detail is provided in the specifications and drawings to be accessed at the above weblink and includes the full range of required details including:

Existing Conditions within the building:

Plumbing fixtures, and plumbing systems, distribution systems, electrical systems, and other MEP and structural elements e.g., earthwork, standard foundations, stair construction, and other plumbing systems

Building Demolition requirements:

Partition walls, rear veranda walls, window openings and various other structural elements.

Earthworks:

Concrete standard foundations, floor construction, roof construction, stair construction, plumbing systems, pedestrian paving

Concrete Works:

Masonry, standard foundations, exterior walls to fill in where necessary, partitions, external stair construction.

Masonry:

Roof construction, metals, wood, plastics, and composites

Floor Finishes:

Wood, plastics, and composites, thermal and moisture protection, stair construction

Thermal and Moisture Protection

Openings, exterior windows, exterior doors, interior doors

Openings:

Finishings, interior doors, stair finishes, wall finishes, floor finishes, ceiling finishes.

Finishings:

Specialties, exterior doors, interior doors, fittings

Specialties:

Furnishings, fixed furnishings, movable furnishings

Furnishings:

Plumbing fixtures & systems, domestic water distribution, sanitary waste, rainwater drainage

Plumbing:

Heating, ventilating, and air conditioning, cooling generating systems, distribution systems, controls & instrumentations.

Electrical & Communications & Security:

Communications, electronic safety and security, other electrical systems, electrical service & distribution, lighting and branch wiring heating, ventilating, and air conditioning

BASE LOCATION

The Margetson Building is based at the Glendon Hospital site, St. Johns, Montserrat

PAYMENT

Payment will be monthly in arrears and will be calculated by reference to actual work performed in the previous month.

STAFF VETTING, EXPERIENCE AND QUALIFICATIONS

All staff employed to be suitably qualified and experienced to carry out the tasks assigned to them.

Staff must be able to speak English so understand instructions relating to health and safety are understood.

KEY MILESTONES

The potential provider should note the following suggested milestones that the GoM will measure the quality of delivery against:

Milestone 1: Identified long lead items ordered & Project schedule/programme agreed.

Timeframe: Within 2 weeks of Contract Award

Milestone 2: Completion of 33% of Project schedule/programme.

Timeframe: Within 3 weeks of contract award

Milestone 4: Completion of 66% of Project schedule/programme

Timeframe: Within 14 weeks of contract award

Milestone 4: Completion of 100% of Project schedule/programme

Timeframe: Within 19 weeks of contract award

Milestone 5: Handover to Client for occupation

Timeframe: Within 19 weeks of contract award

AUTHORITY'S RESPONSIBILITIES

The GoM will provide:

- Access to the site
- The contractor can manage use of the Margetson building in order to best accommodate the contractor's staff welfare requirements during the contract period.

REPORTING

- Weekly progress meeting
- Periodic reporting

CONTRACT TERMS

The draft contract terms are in Part 7 of this Bid Pack. Upon execution the contract will constitute the entire agreement between the parties.

Part 4 – Pricing Schedule

Please download from mytenders.co.uk the excel file:
NH03 - MB ITT Part 4 - Pricing Schedule.xlsx

Complete and submit this file together with your bid.

Part 5 - Bidders Offer

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

Bid for the Refurbishment of the Margetson Building

I/We the undersigned undertake to complete the Works described in Part 3 of this Bid Pack in accordance with the General Conditions of Contract (Works) as set out below:

Total Contract Price EC\$	
Total Contract Price EC\$ in words	
Physical Completion Date	

I/We understand that no costs incurred compiling this bid will be reimbursed.

This tender shall remain valid for a period of **ninety (90)** days from the date of submission.

Signed for and on behalf of:

[LEGAL COMPANY NAME] of [REGISTERED ADDRESS]

NAME

.....

POSITION

.....

SIGNATURE

.....

DATE

.....

Part 6 Anti-Collusion Certificate

You must read, understand and sign the statement below and return it with your bid.
(if you are a Montserrat local contractor, please submit a Tax Compliance Certificate together with his certificate)

BID SUBMISSION ANTI-COLLUSION CERTIFICATE

I/we certify that this bid is made in good faith, and that we have not fixed or adjusted the amount of the bid 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 bid price or any other figures or other information in connection with the bid 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 bidding exercise.

Enter into any agreement or arrangement with any person that they shall refrain from bidding, that they shall withdraw any bid once offered or vary the amount of any bid 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 bid or proposed bid for the work any act or thing of the sort Described above.

I/we further declare that I/we have no knowledge either of any sum quoted or of any other particulars of any other bid 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 bid 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 bid being disqualified and may lead to criminal or civil proceedings. The Government of Montserrat shall treat any bid 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 bid.

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 bid is made.

Signed by:

Name

Position

Duly authorised to sign bids and acknowledge the contents of the anti-collusion certificate for and on behalf of:

Company name and registered postal address:

Part 7 - Draft Contract

Our Ref:

This Agreement is made on thebetween

.....
(Hereinafter called the Employer of the one part)

and

.....
(Hereinafter called the Contractor of the other part)

The employer wishes the following work to occur: **Refurbishment of the Margetson Building**

These Works are to be carried out under the direction of the **Ministry of Health's** appointed Contract Administrator or his/her alternate as notified to the Contractor at any time.

The Contractor agrees to commence the specified works within **working days** of this dated agreement and complete the said works by [xxxxxx] for the aggregate sum of

EC\$.....

Amount in Words.....

NOW THIS AGREEMENT IS MADE AND WITNESSED AS FOLLOWS:

The following documents shall form and be read as part of this Agreement:

- Form of Contract
- General Conditions of Contract
- Scope of Works

The Employer will pay to the Contractor the Contract Price as shall become payable hereunder at the time and in the manner specified in the Conditions.

The Contractor agrees to complete the Works in accordance with the provisions of the Contract.

SIGNATURE BLOCK

General Conditions of Contract

This Agreement is made the day of, 2023 between the Government of Montserrat (GOM) having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, **Ministry of Health** (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.

1. INTERPRETATION

1.1. In these conditions: -

The Contract means the agreement concluded between the GOM and the Contractor, including all specifications which are described and attached hereto to include the tender instructions, scope of works and other documents which may be incorporated or referred to herein;

The “Employer” means the **Government of Montserrat (GOM)**.

The “Contractor” means the company/companies/individuals that have responsibility for carrying out the requirements of the contract.

The “Contract Price” means the gross price to be paid by GOM and the method of payment of the Contract Price shall be agreed between the parties.

2. VARIATIONS OF CONDITIONS

The supply and delivery of Works outlined in the Terms of Reference shall be carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this agreement.

3. NON-DELIVERY

Without prejudice to any other right or remedy, should the Contractor not deliver the Works or any portion thereof within the time or times specified in the Contract, except in cases of force majeure and subject always to the receipt of written notice within 5 days of the force majeure event relied on or if the Works are delayed due

to events outside of the Contractor's control, in which case the Contractor shall be entitled to a fair and reasonable time for such delay, then:

- 3.1 The GOM shall be at liberty to determine the Contract and to procure Works of the same or similar description from another Contractor to make good such default; and,
- 3.2 The GOM shall recover from the Contractor any sum or sums paid to the Contractor in respect of the Works. Also, the GOM shall be able to recover from the Contractor any increased costs resulting from obtaining supplies from an alternative Contractor.

4. PAYMENT

- 4.1 As full consideration for the Works performed by the Contractor under the terms of this Contract, the GOM will pay the fees as outlined within 10 days of receipt of an invoice, payable against original invoices delivered to the GOM by the Contractor, provided that GOM give notice in writing of its intention not to pay such fee and provide the relevant reason where:
 - a) The Contractor has failed to carry out Works, or has inadequately carried out Works required by this Contract to be carried out and has not remedied such failure or deficiency 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 Contract; and upon giving such notice the GOM may withhold payment accordingly.
- 4.2 GOM, whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract as a debt, providing that such sum is agreed by the parties as recoverable by GOM or has been fully ascertained and substantiated.

5. INDEMNITY AND INSURANCE

- 5.1 Contractor shall be liable for and shall indemnify the GOM against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of:-
 - 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Contractor, its servants or agents; and

- 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the Contract by or on behalf of the Contractor except insofar as such loss, damage or injury shall have been caused by negligence on the part of the GOM, its employees, servants or agents.
- 5.2 The Contractor shall only be liable to pay compensation to the Employer under or in connection with this Contract if a breach of Clause 3 is established against the Contractor.
- 5.3 Neither party shall be liable to the other for any indirect, special or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity).
- 5.4 Further and without prejudice to the aforesaid limit of liability and such liability of the Contractor/Consultant/Contractor for the loss or damage in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the Contractor/Consultant/Contractor to pay having regard to the Contractor's /Consultant's responsibility for the same and on the basis that:
- 5.4.1 All other parties appointed or to be appointed by the Employer to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the Employer such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and
- 5.4.2 It shall be deemed that all such other parties have not limited or excluded their liability to the Employer for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this clause

6. INSURANCE

- 6.1 The Contractor shall insure against its full liability under this Contract.
- 6.2 The Contractor shall produce to GOM, upon request, documentary evidence that insurance is properly maintained.

7. ASSIGNMENT

7.1 The GOM shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Contractor.

7.2 The Contractor shall not:-

7.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the GOM; or

7.2.2 Subcontract any provision of the Contract or any part thereof to any person without the previous written consent of the GOM, such consent shall not be unreasonably withheld or delayed, which if given shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults, or neglect of any sub-Contractor or his agents or employees in all respects as if it were the acts, defaults or neglect of the Contractor or its agents or employees.

8. CONFIDENTIALITY

8.1 All information, requirements, documents and other data which the GOM may have imparted and may from time to time impart to the Contractor relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.

8.2 The Contractor hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract, disclose the same whether directly or indirectly to any third party without the GOM's prior written consent.

8.3 The obligations set forth in Clauses 8 and 16 shall expire two (2) years after the termination of the Contract.

9. BRIBERY AND CORRUPTION

Either party shall be entitled to determine the Contract and to recover from the other party the amount of any loss resulting from such action if:-

9.1 Any party that has offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with the other party; or

- 9.2 The like acts shall have been done by any person employed by the Parties or acting on its behalf (whether with or without the knowledge of the Party); or
- 9.3 In relation to any contract with the GOM the Contractor or person employed by it or acting on its behalf shall:-
- 9.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
- 9.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.
- 9.4 In the performance of their obligations under or in connection with this Contract the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

10. TERMINATION

- 10.1 The GOM may terminate this Contract in any of the circumstances set out in 10.2 below by giving to the Contractor notice in writing where the Contractor; -
- 10.1.1 Commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the Employer to the Contractor, the Contractor fails to remedy such breach within fourteen (14) days of the notice then the Employer may terminate the Contract forthwith. The Contract may be terminated if it becomes evident that the Contractor is not taking satisfactory and urgent steps to address warranted expressed concerns.
- 10.1.2 becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
- 10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 10.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 10.1.5 Has an administrative receiver appointed;
- 10.1.6 Has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property

comprised in or subject to the floating greater than US\$25,000.00.

10.1.7 Is in circumstances which entitles a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the GOM may without prejudice to any accrued rights or remedies under this Contract, terminate the Contract by giving notice in writing.

10.2 If the Contract is terminated as provided in this condition, then the GOM shall: -

10.2.1 Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;

10.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Contractor;

10.2.3 Be entitled to deduct any losses to the GOM resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the GOM to the Contractor as a debt). Such loss shall include the reasonable cost to the GOM of the time spent by the GOM in terminating of the Contract as aforesaid have been due to the Contractor.

11. WAIVER

11.1 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 Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

12. COMPLETE CONTRACT

12.1 This Contract supersedes any prior Contract 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.

13. GOVERNING LAW

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

14. FORCE MAJEURE

14.1 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 Contract impossible whereupon all money due under this Contract shall be paid immediately.

15. NOTICES

15.1 Any notice required to be served under this Contract shall be in writing and may be served by electronic mail to the correct 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 seventy-two (72) hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

15.2 A notice shall be delivered as follows:

A. **if to the Contractor, to:**

.....

B. **if to the GOM/Ministry of Health, to:**

.....

CONFIDENTIALITY

15.2 The Contractor shall not at any time during or after the term of this Contract divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Contract, 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 duties under this Contract.

16. MEDIATION AND ARBITRATION

16.1 If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through mutual agreement within 14 days. If unsuccessful, 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.

17. SIGNATURES

17.1 Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by terms hereof.

A. CONTRACTOR

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. GOM

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....