



Government of Montserrat

Invitation to Tender

Contract Title: National Hospital Minor Works

Contract Reference: MOHSS-6-130923

Date of Issue: 11th March 2024

Contents

1. Welcome	2
2. The Opportunity	2
3. What You Need To Know.....	2
4. Who Can Bid	3
5. Conflicts Of Interest	3
6. Timeline for The Procurement	4
7. How To Make Your Bid	4
8. Making The Competition Work.....	7
9. The Requirement.....	11
10. Evaluation.....	11
11. About You.....	15
12. Form of Tender	16
13. Administrative Compliance	19
14. Technical Response.....	20
15. Commercial Response.....	23
16. Anti- Collusion Statement	24
17. Form of Contract.....	25

1. Welcome

- 1.1. The Ministry of Health and Social Services (MOHSS) on behalf of the Government of Montserrat invites organisations to bid for the opportunities described in this Invitation to Tender (ITT).
- 1.2. Make sure you read this pack and all the attachments carefully. The guidance, information and instructions that we provide are there to help you to make your best bid.
- 1.3. If anything isn't clear, see 7.7 When and how to ask questions.

2. The Opportunity

- 2.1. This procurement:
 - 2.1.1. Establish a contract(s) with suitably qualified organisations to construct five (5) new structures required as part of the new National Hospital Project comprising:
 - Lot 1: Oxygen Generator and Waste/Incinerator Buildings
 - Lot 2: Low Voltage switch rooms and LPG Storage Building
 - Lot 3: Electric Generator Building
 - 2.1.2. Will have a construction period of approximately 16 weeks
- 2.2. You may bid for the construction of one or more Lots

3. What You Need To Know

- 3.1. There is information you need to know before you prepare a bid.
- 3.2. When we use 'we', 'us' or 'our' we mean the Government of Montserrat.
- 3.3. When we use 'you' or 'your' we mean your organisation, or the organisation you represent, in this competition.
- 3.4. The Public Finance (Management and Accountability) (Procurement) Regulations 2019 ("the Regulations") regulate how we procure, a copy of which can be found at this link: <https://tenders.gov.ms/publications>. This means that we and you must follow processes that are fair, transparent and equitable for all bidders.

4. Who Can Bid

- 4.1. Any organisation that can demonstrate compliance with Regulation 6 of the Public Finance (Management and Accountability) (Procurement) Regulations 2019 may submit a bid.
- 4.2. You can bid as a single entity or as a joint venture / partnership to deliver the requirements. If your proposed structure changes after you have submitted your bid you must tell us or you may be excluded from this procurement.

5. Conflicts Of Interest

- 5.1. You shall be considered to have a conflict of interest if:
 - 5.1.1. You have a close business or family relationship with our personnel who can influence decisions made by or on behalf of us.
 - 5.1.2. You are associated, or have been associated in the past, directly or indirectly, with any individual, organisation or its affiliates engaged by us to provide consulting services for the preparation of designs, specifications, or other documents related to this ITT
 - 5.1.3. You have an interest in other bidders, including when they have common ownership and/or management. This includes situations where you are the bidder in one bid and a sub-contractor on another; however, this does not preclude an organisation or individual acting as a sub-contractor in more than one bid
- 5.2. You must disclose any actual or potential conflict of interest in your bid
- 5.3. Your bid will be deemed ineligible for this procurement unless such conflict of interest is resolved in a manner acceptable to the Head of Procurement and Commercial Development, and the Ministry of Health and Social Services. Failure to disclose any actual or potential conflict of interest may lead to you being sanctioned further.

6. Timeline for The Procurement

6.1. These are the intended timelines but for many reasons, dates can change. We will tell you if this happens.

Procurement Stage	Proposed Date
Publication of ITT	Monday, 11 th March 2024
Clarification Period Starts	Tuesday, 12 th March 2024
Site Visits	Can be arranged on request
Bid Clarification Deadline	Friday, 29 th March 2024
Deadline for responses to Clarification questions	Friday, 5 th April 2024
Bid Submission Deadline	Wednesday, 10 th April 2024
Commencement of Evaluation Process	Thursday, 11 th April 2024
Contract Award Recommendation	Wednesday 24 th April 2024
Contract Execution	Friday 3 rd May 2024

7. How To Make Your Bid

7.1. Your bid must be made by the organisation that will be responsible for providing the works or services if your bid is successful. Remember to

7.1.1. Upload your bid to the www.mytenders.co.uk website. Register for an account if you have not already done so; or

7.1.2. Submit your bid in hard copy as set out in 7.9

7.2. Make sure you answer every question. You must not answer any of the questions by cross referencing other questions or other materials e.g., your website or brochures.

7.3. Submit your bid before the Bid Submission Deadline.

7.4. Upload/include attachments we have asked for. If additional supporting evidence such as certificates is required, we will request them separately during the evaluation of bids.

7.5. Check for messages throughout the competition on the myTenders (<https://mytenders.co.uk>) or Government of Montserrat (<https://tenders.gov.ms/>) sites.

7.6. If you are unsure, ask questions before the Bid Clarification Deadline by sending queries to our email: procurement@gov.ms

7.7. When And How to Ask Questions

7.7.1. If you have any questions you need to ask them as soon as possible after the ITT is published as there is a deadline for submitting clarifications questions (Refer to timelines in 6.0 above). This gives you the chance to check that you understand everything before you submit your bid.

7.7.2. You need to send your questions through to procurement@gov.ms. This is the only way we can communicate with you. 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.

7.7.3. 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.

7.8. Submitting an Electronic copy of your bid

7.8.1. Electronic tender packs can be downloaded, completed and submitted via the www.mytenders.co.uk portal. 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.

7.8.2. Once documents have been uploaded in mytenders.co.uk, please ensure that your submission or "response" is dispatched. Please check the "response status" of your bid in the "Postbox Response Workspace". Additionally, you should received a confirmation (response ID) in your email that your bid was successfully submitted.

7.8.3. If you encounter any difficulties with the myTenders platform, please contact procurement@gov.ms to discuss options.

7.9. Submitting a hard copy bid

7.9.1. You will need two (2) plain envelopes per bid to submit a hard copy of your bid(s)

7.9.2. You need to follow the below instructions for each bid you intend to submit. If your intention is to bid for all three (3) lots, then three different envelope packages are required to be submitted by you.

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

7.9.4. Envelope 1

- 7.9.4.1. Write the name of the Bidder on this envelope.
- 7.9.4.2. Write the name of the contract you are bidding for:
LOT 1: Oxygen Generator and Waste/Incinerator Buildings
LOT 2: Low Voltage switch rooms and LPG Storage Building
LOT 3: Electrical Generator Building

- 7.9.4.3. Write the name of the overall project and the address on the envelope as written below:

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

7.9.5. Envelope 2

- 7.9.5.1. Now put Envelope 1 into another plain envelope (Envelope 2)
- 7.9.5.2. Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address on the envelope.

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

- 7.9.5.3. Envelope 2 **must not** have the Bidder's name on it or any other markings
- 7.9.5.4. Tenders are to be delivered to the address above by the bid submission deadline in Section 6

8. Making The Competition Work

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

8.2. What you can expect from us

8.2.1. 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.

8.2.2. We will appoint an evaluation panel in accordance with the Regulations who will assess your bid fairly and impartially.

8.3. What we expect from you

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

8.3.2. You may

- Submit one bid per Lot.
- Your bid must remain valid for one hundred and twenty (120) days after the bid submission deadline.
- You must submit your bid in English and through the www.mytenders.co.uk website or by hand as described in section 7.9. Bids in any other language won't be accepted.

8.4. Involvement in multiple bids

8.4.1. 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.

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

- Supplier capacity problems.
- Restrictions or distortions in competition.

8.4.3. 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.

8.5. Contracting Arrangements

- 8.5.1. Only you or, as applicable, your subcontractors (as set out in your bid) or consortium members (if relevant) can provide services through the contract.
- 8.5.2. The contract form shall be the Government of Montserrat General Conditions at attached in Section 17.

8.6. Currency of Bids

- 8.6.1. Bids must be expressed in either Eastern Caribbean Dollars (XCD) or United States Dollars (USD), excluding any taxes.

8.7. Bidders Conduct and Conflict of Interest

- 8.7.1. 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.
- 8.7.2. 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.

8.8. Confidentiality

- 8.8.1. We will keep your bid submission confidential and will not share it with others, excepts our advisors and persons involved with this procurement.
- 8.8.2. 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.

8.9. Publicity

- 8.9.1. 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.

8.10. Our Rights

- 8.10.1. We reserve the right to:
- Waive or change the requirements of this Bid Pack

- 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 as a result of the competition.
- Make any changes to the timetable, structure or content of the competition.
- Issue additional documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT.
- Not accept the lowest bid and we have the right to accept and reject any bids submitted.
- Following any clarification, we reserve the right to re-evaluate the scores given to your bid.

8.11. **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.
- A change in the contracting arrangements would result in a breach of procurement law.
- For any other reason provided in this ITT.
- For any reason set out in the Regulations.

8.12. **Consequences of misrepresentation**

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

- suspended for a period not exceeding two (2) 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 conditions we consider necessary.
- sued by us for damages.
- If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted under the laws of Montserrat.

8.13. **Bid costs**

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

8.14. **Warnings and disclaimers**

8.14.1. We will not be liable:

- Where parts of this ITT are not accurate, adequate or complete.

- For any written or verbal communications.
- You must carry out your own due diligence and rely on your own enquiries.
- This ITT is not a commitment by us to enter into a contract.

8.15. **Intellectual Property Rights and Ownership of Materials**

8.15.1. This ITT remains our property. You must use the ITT only for this competition.

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

8.15.3. 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.

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

8.16. **Tax Obligations**

8.16.1. If you are based in Montserrat, you must submit a valid Tax Compliance Certificate from the 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. Bids received with improper tax compliance certificates would be rejected.

8.16.2. All Services undertaken will be the subject of taxation in accordance with 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 unless a taxation treaty exists between Montserrat and the bidders country of residence for tax purposes. 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.

8.17. **Entire Contract**

8.17.1. The executed contract shall form the entire agreement between us. Nothing in this invitation to tender shall be construed as an obligation or deemed as incorporated in the contract.

9. The Requirement

- 9.1. All five buildings are of broadly similar construction and the works comprise
- Demolition and safe disposal of any buildings, foundations and redundant utilities in the locations where these buildings are to be erected.
 - Relocation of any services as required to erect these buildings.
 - Erection of new reinforced concrete and reinforced block structure.
 - Erection of internal non-loadbearing blockwork partitions.
 - Waterproofing of roof slabs.
 - Installation of doors, windows and shutters.
 - Installation of plumbing, drainage and electrical services.
 - Painting and decorating any exposed surface.
 - Installation, testing and commissioning of electric fixtures.
- 9.2. The full scope for each contract is available by clicking this link: [TENDER DOCUMENTS](#) including drawings, specifications and Bill of Quantities)
- 9.3. **IMPORTANT: These works will be undertaken in close proximity to the Main Hospital construction site so you will need to collaborate with the Hospital Main Contractor, and other minor works contractors to coordinate your access requirements.**

10. Evaluation

10.1. Administrative Compliance

10.1.1. 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. Your tender may be disqualified from this process if you don't answer all questions.

10.2. Technical Evaluation

10.2.1. Your technical response will be assessed using the response guidance included with each question and the evaluation criteria. Evaluators will give a score and a reason for their score for each question they are assessing. The Evaluators will use the following scoring mechanism.

10.2.2. Each response will be scored between 1 and 5 as the table below

Rating of Response	Score
<p>Excellent 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.</p>	5
<p>Good Meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils confidence that the supplier can fully meet the requirements of the Contract.</p>	4
<p>Compliant 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.</p>	3
<p>Partially Compliant Submission which in some areas falls short of requirements and is poorly explained. Not all the information requested has been supplied and causes concern regarding the supplier's ability to meet the requirements of the Contract.</p>	2
<p>Non-Compliant 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.</p>	1

10.2.3. Each technical question is weighted according to its importance and the mark for each question is calculated as follows:

$$(\% \text{ WEIGHTING} \div 5) \times \text{SCORE AWARDED} = \% \text{ AWARDED}$$

For example, a question with a weighting of **15%** awarded a score of **4** would achieve a score of **12%**

$$(15 \div 5) \times 4 = 12\% \text{ AWARDED}$$

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

10.2.5. 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.

10.2.6. If a consensus cannot be reached the Procurement Board may instruct that an average of the Evaluators scores can be used to calculate the final scores.

10.2.7. If you do not achieve a minimum of xxxxx for the Technical Assessment 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.

10.3. **Commercial Evaluation**

10.3.1. We will consider your commercial response, conduct compliance checks, review for abnormal bids and request clarifications required to formally evaluate your submission.

10.3.2. We will consider your commercial response, conduct compliance checks, review for abnormal bids and request clarifications required to formally evaluate your submission.

10.3.3. The lowest bid will be divided by your bid and multiplied by the marks available to calculate your commercial score.

$$(\text{LOWEST BID} \div \text{YOUR BID}) \times \% \text{ AVAILABLE} = \% \text{ AWARDED}$$

For example, if commercial score is worth 30% of the marks available, **and** your bid is **\$50,000** and the lowest bid is **\$35,000**:

$$(35,000 \div 50,000) \times 30 = 21\% \text{ AWARDED}$$

10.3.4. Your commercial score will be added to your technical score to calculate your final score.

10.4. **Clarifications**

10.4.1. If we wish to clarify any areas of your bid, bid clarification questions will be issued on an individual basis

10.5. Errors and Corrections

10.5.1. All Bids 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.

10.6. Best and Final Offers

10.6.1. Following evaluation we may decide to invite Bidders to submit a Best and Final Offer (BAFO).

10.6.2. The circumstances under which we may invite a BAFO are set out in section 40 of the Regulations.

10.7. Award

10.7.1. Award will be made to the bidder with the highest combined technical and commercial score, subject to contract and our governance procedures. We will notify successful and unsuccessful bidders.

10.8. Evaluation Criteria

10.8.1. Your bid will be evaluated against the following criteria and marks awarded accordingly.

EVALUATION CRITERIA	WEIGHTED SCORE
Administrative Compliance (See Section 10.1)	PASS/FAIL
The technical and cost criteria will be evaluated over a total of 100 marks Bidders are required to achieve at least 35% in the Technical Assessment to be considered c for contract award.	
Technical Assessment	
Previous Experience	10%
Methodology	30%
Quality and Specification	15%
Health and Safety	5%
Financial Assessment	
Cost Proposal	40%
Total	100 %

11. About You

11.1. Please complete the table below About you and your company

Contact Details			
Business Name			
Address for correspondence			
Registration Number (if applicable)			
Contact Person		Position	
Telephone		Email	
Type of Business (mark an X in the appropriate box)			
Sole Trader		Partnership	
Limited Company		LL Partnership	
Joint Venture		Corporation	
Bidder Information			
Years in business		No. of employees	
How many similar contracts have you undertaken in the last five (5) years?			
What was the highest value of the contracts undertaken in the last five (5) years?			
Have you had a contract terminated for failure to deliver in the last five (5) years (excluding for events outside your control)?			Please circle or delete as appropriate YES / NO
Are any contracts you have undertaken in the last five (5) years in litigation?			Please circle or delete as appropriate YES / NO

12. Form of Tender

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

Lot 1: Oxygen Generator Building and Waste/Incinerator Buildings

Waste and Incinerator Building

Lot 2: Low Voltage switch rooms and LPG Storage Building

Low Voltage (LV) switch rooms

LPG Storage Building

Lot 3: Electric Generator Building

Dear Sir/Madam

Re: Tender for the National Hospital Minor Works

I/We the undersigned undertake to construct and complete the above Works in accordance with the General Conditions of Contract and specifications for the sum(s) below.

Lot 1: Oxygen Generator Building and Waste/Incinerator Buildings.

If you are **not** bidding for this Lot, please indicate this by writing "**NO BID**" below.

EC\$ / US\$

(words).....

.....

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

Lot 2: Low Voltage switch rooms and LPG Storage Building.

If you are **not** bidding for this Lot, please indicate this by writing "**NO BID**" below.

EC\$ / US\$

(words).....

.....

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

Lot 3: Electric Generator Building If you are **not** bidding for this Lot, please indicate this by writing "**NO BID**" below.

EC\$ / US\$

(words).....

.....

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

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

I/We confirm this tender shall remain valid for a period of **one hundred and twenty (120) days** from the date of submission of this Tender.

Signed for and on behalf of:

Company:

By

Signature

Name

Position

Date

13. Administrative Compliance

Bidders must complete, sign, and return the below Check List, with all the required documents to constitute a compliant bid. Failure to comply with this requirement may lead to bids being deemed non-compliant and failing to pass the administrative compliance stage.

Project Title: National Hospital Minor Works

Date Published: 11th March 2024

Clarification Deadline: 29th March 2024

Tender Deadline Date: 10th April 2024

Below are the following documents that should be provided for a bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents will result in the bid being considered non-compliant and rejected.

The below documents should be presented with your bid to ensure that your bid is valid.

Document	Check ✓
Completed and Signed Respondent’s Identification Details (Section 11)	<input type="checkbox"/>
Signed Form of Tender (including the commencement and completion time) (Section 12)	<input type="checkbox"/>
This check list is signed and dated. (Section 13)	<input type="checkbox"/>
Completed Technical Response (Section 14)	<input type="checkbox"/>
Completed Bill(s) of Quantities	<input type="checkbox"/>
Completed and Signed Anti-Collusion Statement (Section 16)	<input type="checkbox"/>
Valid Tax Compliance Certificate (if required)	<input type="checkbox"/>

Signed on behalf of Contractor _____

Date _____

14. Technical Response

The technical responses are worth 60% of the total marks.

Question T1: Previous experience of similar contracts. This question is worth 10% of the total score.			
Award Date		Completion Date	
Client		Value	
Description			
Award Date		Completion Date	
Client		Value	
Description			
Award Date		Completion Date	
Client		Value	
Description			

Question T2: METHODOLOGY AND PROGRAMME

Please describe how you will deliver the contract(s) in the required timescales considering the availability of materials, the constrained environment with the possibility of multiple contractors on site and the operational hospital nearby. You may also include a contract programme as a separate attachment.

IMPORTANT: These works will be undertaken in close proximity to the Main Hospital construction site so you will need to collaborate with the Hospital Main Contractor, and other minor works contractors to coordinate your access requirements.

This question is worth **30%** of the score. You should limit your response to **4 sides of A4/Letter** size paper with a font size not less than 10pt, **plus** a contract programme and sample method statement.

Guidance

Your response should include a sample Method Statement (relevant to this project) and consider, as a minimum:

- Identification and management of any risks, restrictions or constraints before and during the project
- How you will coordinate your works with the Hospital main build contractor and other minor works contractors on the site.
- The sequencing / phasing of the works including proposed site set up, materials set down, storage areas, proposed access, entry and egress, and other segregation measures for safety and security.
- How you will prevent construction waste, debris and airborne contaminants from affecting the operation of the adjacent hospital and health facilities.
- How you will ensure the privacy and security of patients and visitors.

Question T3: QUALITY MANAGEMENT

Please describe how you will ensure that the deliverables are constructed to the required standard and items incorporated into the works (materials and goods) meet the contract specifications.

This question is worth **15** marks. You should limit your response to **2 sides** of A4/Letter size paper with a font size not less than 10pt. You may also attach a corporate quality management plan if you have one.

Your response should consider:

- How the quality of workmanship will be monitored and maintained throughout all project stages.
- How you ensure that materials and items incorporated into the works meet the required specifications

Question T4: HEALTH AND SAFETY

Please explain how you will keep the workforce, public and site visitors safe during project delivery.

This question is worth **5 %** of the score. You should limit your response to **2 sides** of A4/Letter size paper with a font size not less than 10pt, **plus** a copy of your Health and Safety policy or manual if you have one.

You should consider as a minimum

- Providing a sample risk assessment
- How you will control site access.
- What PPE, welfare and hygiene facilities you will provide on site
- How you encourage workers to adopt a safety first attitude.
- How you will ensure workers and visitors are aware of any hazards.

15. Commercial Response

- 15.1. The commercial response is worth 40% of the total score.
- 15.2. You must complete the Pricing Schedules (BoQs) available here [TENDER DOCUMENTS](#) and include with your bid.
- 15.3. You are advised to rate and extend every item in the Pricing Schedule for which payment is required. Any item left unpriced shall be deemed to be allowed for in the rates of other items or elsewhere in the Pricing Schedule. No claim in respect of unpriced items will be allowed.
- 15.4. Ensure you carry the total from the BoQ(s) over to your Offer and Declarations in section 12.

16. Anti- Collusion Statement

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 statement, the word 'person' includes any persons and anybody 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.

Signature..... in capacity the of

Date.....2024.

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

Company:.....

17. Form of Contract

Contract General Conditions

1. INTERPRETATION

1.1. In these conditions

The Contract means the agreement concluded between the Employer 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 "**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 EMPLOYER and the method of payment of the Contract Price shall be agreed between the parties.

2. VARIATIONS OF CONDITIONS

2.1 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

3.1 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 Employer 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 Employer shall recover from the Contractor any sum or sums paid to the Contractor in respect of the Works. Also, the EMPLOYER 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 Employer will pay the fees as outlined within 10 days of receipt of an invoice, payable against original invoices delivered to the Employer by the Contractor, provided that Employer 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 Employer or any third party;
 - (c) There is a breach of any other provision of this Contract; and upon giving such notice the Employer may withhold payment accordingly.
- 4.2 Employer, 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 The Contractor shall be liable for and shall indemnify the Employer against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of: -
- (a) Any loss of or damage to property (whether real or personal) caused by the Contractor, its servants or agents; and
 - (b) 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 Employer, 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 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 to pay having regard to the Contractor's responsibility for the same and on the basis that:

- (a) 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
- (b) 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 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 Employer, upon request, documentary evidence that Insurance is properly maintained.

7. ASSIGNMENT

- 7.1 The Employer 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: -
 - (a) Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the Employer; or
 - (b) Subcontract any provision of the Contract or any part thereof to any person without the previous written consent of the Employer, 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 Employer 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 Employer'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

- 9.1 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: -

- (a) 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
- (b) 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
- (c) In relation to any contract with the Employer the Contractor or person employed by it or acting on its behalf shall: -
- (d) Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
- (e) Have given any fee or reward, the receipt of which is an offence, under the relevant laws.

- 9.2 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 Employer may terminate this Contract in any of the circumstances set out below by giving to the Contractor notice in writing where the Contractor:

- (a) 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.
- (b) Suffers an insolvency event.

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

- (a) 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;
- (b) Be entitled to repossess any of its Equipment (if any) in the possession of the Contractor;
- (c) Be entitled to deduct any losses to the Employer 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 Employer to the Contractor as a debt). Such loss shall include the reasonable cost to the Employer of the time spent by the Employer 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 Procuring Entity, to:

.....

16. CONFIDENTIALITY

16.1 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 Employer except upon authorization by the Employer. The Contractor shall not seek to acquire any such information outside of the performance of its duties under this Contract.

17. MEDIATION AND ARBITRATION

17.1 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.