# Tender Document for the Procurement of Brades Police Station Rehabilitation Works

## Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation and Ecclesiastical Affairs Government of Montserrat

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# Table of Contents

Section 1 Instructions to Tenderers ..... 3
Section 2 Tender Data Sheet ..... 12
Section 3 Evaluation and Qualification Criteria ..... 15
Section 4 Employer's Requirements ..... 19
Section 5 General Conditions of Contract ..... 26
Annex A to General Conditions of Contract: Standard Forms of Change ..... 42
Section 6 Special Conditions of Contract ..... 46
Section 7 Contract Forms ..... 49
Section 8 Tender Forms ..... 55

# Section 1 Instructions to Tenderers

These Instructions to Tenderers should be read in conjunction with the Tender Data Sheet in Section 2 of this tender document.

## General

### 1. Scope of Tender

The Government of Montserrat ("GOM"), represented by the procuring entity named in the Tender Data Sheet, invites tenders for the works defined in Section 4 Employer's Requirements. The procurement reference number is stated in the Tender Data Sheet.

Unless otherwise indicated in the Tender Data Sheet, the contract will be financed by GOM.

Tendering will be conducted in accordance with the Public Procurement Act 2025 and Public Procurement Regulations 2025 of the Government of Montserrat.

Tenderers must comply with the requirements of this tender document, including any clarifications or modifications issued by GOM.

### 2. Participation

Subject to clause 5, participation is open to all tenderers who meet the eligibility and qualification criteria listed in Section 3 Evaluation and Qualification Criteria.

If a tenderer is a joint venture:

- all parties to the joint venture shall be jointly and severally liable for the contract; and
- the joint venture must nominate a representative who is authorised to legally bind the joint venture during the tendering process and contract implementation.

Tenderers may submit one tender only, either in their own name or as a member of a joint venture, except for alternative tenders where permitted in accordance with clause 12.

Subcontracting is allowed. Details of any subcontractors must be included in the tender, with details of the works that they will supply. A firm that is not a tenderer or member of a joint venture may participate as a subcontractor in more than one tender.

All joint venture partners and subcontractors must meet the eligibility criteria in Section 3 of this tender document.

### 3. Code of Conduct

Tenderers must comply with the Government of Montserrat's Code of Conduct for Suppliers and are required to confirm their acceptance of the code in their tender. The code can be viewed at https://tenders.gov.ms/.

Tenderers and construction contractors who engage in prohibited practices, as defined in the Public Procurement Act 2025, may be prosecuted under criminal laws and may be debarred from participation in future procurement processes.

### 4. Conflict of Interest

A tender shall be rejected where the tenderer is found to have a conflict of interest that cannot be remedied, materially impairs fair competition, hinders the tenderer's ability to perform the contract or otherwise prejudices the legitimate interests of the procuring entity.

Conflict of interest situations include, but are not limited to:

- the tenderer or its affiliates were involved in preparing the Employer's Requirements or other documents used for this procurement;
- the tenderer or any of its key staff have a close business or family relationship with staff of GOM who are or will be involved in any aspect of the procurement process or management of the contract;
- the tenderer controls or is under common control with another tenderer or is in a position to influence the tender of another tenderer.

Tenderers must disclose any actual or potential conflict of interest in the Tender Submission Form. A tenderer may seek confirmation of whether a conflict of interest exists by contacting GOM at the address given in clause 1 of the Tender Data Sheet.

### 5. Sanctions

Participation in this procurement procedure and performance of any resulting contract shall be subject to full compliance with all applicable sanctions, restrictive measures and trade prohibitions having legal effect in Montserrat ("applicable sanctions").

For the purposes of this procurement, applicable sanctions include, without limitation, sanctions adopted by the United Kingdom pursuant to the Sanctions and Anti-Money Laundering Act 2018 and extended to Montserrat as a British Overseas Territory by Order in Council, as amended from time to time. Further information can be viewed at https://www.gov.uk/government/publications/the-uk-sanctions-list.

Applicable sanctions also include any other sanctions indicated in the Tender Data Sheet.

A tenderer shall be excluded from participation in this procurement procedure where the tenderer, or any of the following persons or entities is subject to restrictive measures or designated under any applicable sanction's regime:

- owners or beneficial owners;
- directors or officers;
- persons having powers of representation, decision or control;
- subcontractors or key personnel.

Exclusion shall also apply where the tenderer is owned or controlled, directly or indirectly, by a designated person or entity.

Tenders involving goods, works or services the supply, provision, transfer, export, import or performance of which is prohibited under any applicable sanction's regime shall be rejected.

## Tender Document

### 6. Tender Document

The tender document consists of the following sections:

- Section 1: Instructions to Tenderers
- Section 2: Tender Data Sheet
- Section 3: Evaluation and Qualification Criteria
- Section 4: Employer's Requirements
- Section 5: General Conditions of Contract
- Section 6: Special Conditions of Contract
- Section 7: Contract Forms
- Section 8: Tender Forms

### 7. Clarification of Tender Document

A tenderer may request clarification of this tender document. Any request for clarification must be submitted in writing to the address shown in the Tender Data Sheet, no later than the date stated in the Tender Data Sheet.

GOM will respond in writing to all requests for clarification received by this date. The response will be sent to all tenderers who obtained the tender document from GOM and will include a description of the clarification request, without identifying the tenderer who requested it.

### 8. Modification of Tender Document

GOM may modify this tender document at any time prior to the tender deadline.

Where this tender document was downloaded from https://tenders.gov.ms, any modification will be published on https://tenders.gov.ms and tenderers should regularly check this website for any modifications.

Where this tender document was issued directly to tenderers, any modification will be issued in writing to all invited tenderers.

GOM may extend the deadline for submission of tenders by issuing a modification to the tender document.

### 9. Pre-Tender Meeting and/or Site Visit

Where so indicated in the Tender Data Sheet, GOM will hold a pre-tender meeting and/or site visit.

## Preparation and Submission of Tenders

### 10. Content of Tenders

Tenderers must include the following documents as part of their tender:

- Tender Submission Form
- Tender Checklist
- Tenderer Information Form
- Valid Tax Compliance Certificate or equivalent
- Supplier Code of Conduct (not required for suppliers registered with Government Procurement Services)
- Labour Compliance Declaration (not required for suppliers registered with Government Procurement Services)

- Joint Venture Information Form (where applicable)
- Technical Tender to respond to the Employer's Requirements
- Price Bill of Quantities or Activity Schedule, as applicable
- any other documents listed in the Tender Data Sheet.

The tender must be prepared in English, using the forms provided in Section 8 Tender Forms.

Tenderers shall bear all costs relating to the preparation and submission of their tenders.

### 11. Lots

Where so indicated in Section 4, the tender requirement is divided into lots. Tenderers may submit a tender for one lot, all lots or any combination of lots.

Tenderers must submit a separate Price Bill of Quantities or Activity Schedule, as applicable, for each lot for which they are submitting a tender.

### 12. Alternative Tenders

Unless otherwise indicated in the Tender Data Sheet, tenders which offer alternative technical design for the works, contractual terms and conditions or other requirements from this tender document will not be considered.

Where the Tender Data Sheet permits alternative tenders, they will be evaluated as specified in Section 3 Evaluation and Qualification Criteria.

### 13. Currency

Unless otherwise indicated in the Tender Data Sheet, tenders must be priced in East Caribbean Dollars (XCD).

### 14. Tender Prices

Tender prices must be quoted in accordance with the Specifications indicated in Section 4 Employer's Requirements.

Tenderer shall submit a tender for the whole of the works described in Section 4, by filling in prices for all items of the Works or activities, in the relevant forms in Section 8.

### 15. Validity

Tenders must be valid for the number of days indicated in the Tender Data Sheet from the date of the tender deadline. During this validity period, tenderers must maintain their original tender, including prices, without any modification or withdrawal.

Employer may ask tenderers to extend the validity of their tenders, including any tender securities. The request and response must be in writing. Tenderers that agree to extend validity will not be permitted to modify their tenders in any other way. Tenderers may refuse to extend the validity of their tenders without forfeiting any tender security or any other penalty.

### 16. Tender Security or Tender Securing Declaration

Where so indicated in the Tender Data Sheet, tenderers must submit a tender security or tender securing declaration with their tender, using the relevant form provided in Section 8 Tender Forms.

A tender securing declaration constitutes a binding commitment to maintain the original tender, including prices, during the tender validity period and, if the tender is successful, to enter into a contract with Employer on the terms of the tender.

Failure to honour a tender securing declaration shall result in the tenderer being disqualified from this procurement and debarred from participating in further Employer tenders for a period of up to two years. No financial security shall be required.

Where a tender is submitted electronically, tenderers should include a copy of any tender security with their tender and submit the original as per the instructions in the Tender Data Sheet.

Where a tender security is required, the form shall be a tender bond, the amount and currency are indicated in the Tender Data Sheet.

Tender securities will be returned promptly once the successful tenderer has signed the contract and/or provided any required performance security.

### 17. Signing of Tenders

The tender must be signed by a person duly authorised to sign on behalf of the tenderer. The name and position of the person signing must be stated on the Tender Submission Form.

Where so indicated in the Tender Data Sheet, the authorisation to sign must be included with the tender.

Any amendments to the tender must also be signed by the person signing the tender.

### 18. Submission of Tenders

Tenders may be either:

- submitted in hard copy to the address indicated in the Tender Data Sheet; or
- uploaded electronically to https://mytenders.co.uk/.

Where a tender is submitted in hard copy, it must be sealed within inner and outer envelopes, marked in accordance with the instructions in the Tender Data Sheet.

Any alternative tenders permitted in accordance with clause 12 must be sealed in a separate inner envelope, marked as “ALTERNATIVE” and placed inside the outer envelope.

To submit a tender electronically, the tenderer must register its interest in advance at https://mytenders.co.uk/. Following registration, the tenderer should follow the online instructions to upload its tender.

### 19. Tender Deadline

Tenders must be received by GOM no later than the date and time indicated in the Tender Data Sheet.

GOM may extend the deadline for submission of tenders by issuing a modification to the tender document in accordance with clause 8.

All tenders received after the tender deadline will be rejected.

### 20. Withdrawal and Replacement of Tenders

A tenderer may withdraw a submitted tender at any time before the tender deadline and may, if it wishes, submit a replacement tender.

Where the tender was submitted in hard copy, any withdrawal notice or replacement tender must be signed and submitted in the same way as the original tender and the envelope must be marked as “WITHDRAWAL” or “REPLACEMENT”.

Where a tender is uploaded electronically, tenderers may delete or replace the original tender at any time before the tender deadline.

## Opening and Evaluation of Tenders

### 21. Tender Opening

All tenders received by the tender deadline will be opened in public at the date, time and place indicated in the Tender Data Sheet. The tenderer or its representative may attend.

The name of each tenderer, the total tender price and information relating to any alternative tenders will be read aloud and recorded.

A copy of the record of public tender opening will be sent to all tenderers whose tenders were opened.

### 22. Evaluation of Tenders

Tenders will be evaluated in three stages, applying the criteria listed in Section 3 Evaluation and Qualification Criteria to determine the most advantageous tender:

- a preliminary examination to determine whether tenders are substantially responsive to the requirements of this tender document, have been properly signed and are generally in order and whether tenderers meet the eligibility and qualification criteria listed in Section 3 Evaluation and Qualification Criteria;
- a technical evaluation to determine whether tenders meet the technical requirements of this tender document without material deviation and to apply any technical criteria listed in Section 3 Evaluation and Qualification Criteria; and
- a financial evaluation to compare prices, apply any criteria listed in Section 3 Evaluation and Qualification Criteria and determine the most advantageous tender.

Tenders which are not substantially responsive may be rejected at any stage of the evaluation.

### 23. Substantial Responsiveness

A tender is considered to be substantially responsive if it conforms to all the terms, conditions and technical requirements of the tender document without material deviation or reservations.

A material deviation is one which would detrimentally affect the scope, quality or performance of the works or would change the Contractor’s risk and responsibilities under the contract.

A tender may still be considered substantially responsive if it contains:

- minor deviations that do not materially differ from the characteristics, terms, conditions and other requirements of this tender document; or
- errors or oversights that can be corrected without touching on the substance of the tender.

### 24. Confidentiality

Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially involved with the procurement process until the notification of intention to award in accordance with clause 30 or notice of acceptance in accordance with clause 32.

Any tenderer who attempts to obtain confidential information or to influence the evaluation process will have its tender rejected and may be debarred from participating in future procurement processes.

### 25. Clarification of Tenders

GOM may request a tenderer to clarify its tender or provide further information during the evaluation process. Any such request and the response must be in writing.

A tenderer's clarification response shall not change the substance or price of the tender, except to confirm the correction of arithmetic errors in accordance with clause 26.

If a tenderer does not respond to a request for clarification by the date requested, its tender may be rejected.

### 26. Correction of Arithmetical Errors

Employer will correct arithmetical errors discovered during the evaluation process as follows:

- if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

GOM will notify the tenderer of any corrections. Where a tenderer does not accept the correction of arithmetical errors, its tender will be rejected.

### 27. Conversion to Single Currency

Where clause 13 permits tenders in different currencies, GOM will convert prices quoted in other currencies into XCD for evaluation purposes only, using the exchange rate of the Bank of Montserrat published at https://bankofmontserrat.ms/foreign-exchange-rates/ on the date of the proposal deadline.

### 28. Abnormally Low Tenders

An abnormally low tender is one where the tender price, in combination with other elements of the tender, appears to be so low that it raises concerns as to the capability of the tenderer to perform the contract for the offered tender price.

Where GOM considers a tender to be abnormally low, GOM shall seek written clarification from the tenderer in accordance with clause 25, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule and allocation of risks and responsibilities.

Following review and examination of the tenderer's explanations and the detailed price analysis presented by the tenderer, GOM may:

- accept the tender, if the evidence satisfactorily validates the low tender price, in which case the tender is not considered abnormally low; or
- reject the tender as abnormally low if the evidence fails to demonstrate the tenderer's ability to perform the contract at the offered price.

### 29. Right to Accept or Reject Tenders

GOM has the right to accept or reject any tender or to cancel this tendering procedure at any time prior to contract award.

Where a tendering procedure is cancelled:

- before the tender deadline, a notice of cancellation will be published as a modification in accordance with clause 8;
- after the tender deadline, all tenderers who submitted a tender will be notified in writing;
- any tenders submitted in hard copy and any tender securities will be returned to tenderers;
- any tenders submitted electronically will be deleted.

## Contract Award

### 30. Notification of Intention to Award and Standstill Period

Unless otherwise indicated in the Tender Data Sheet, following identification of the most advantageous tender, GOM will issue a notice of intention to award to all tenderers whose tenders were opened. The notice will include details of the successful tender, including the proposed contract price and a summary of its advantages in relation to any non-price criteria applied. For unsuccessful tenderers, the notice will provide a brief explanation of why their tender was unsuccessful.

Following the issue of the notice of intention to award, a ten-day standstill period will be imposed during which no contract will be awarded. The notice will state the end date of the standstill period.

### 31. Debriefing and Right to Challenge

Any tenderer may request a debriefing on why its tender was unsuccessful by contacting GOM at the address given in clause 1 of the Tender Data Sheet.

Where a debriefing is requested by the date indicated in the notice of intention to award, GOM will provide the debriefing, in writing, before the end of the standstill period.

Any tenderer has the right to submit a challenge if it has suffered, or may suffer, loss or injury due to a decision, action, breach of duty or non-compliance with the Public Procurement Act 2025 by a procuring entity.

Any challenge must be submitted, in writing, using the standard form available from https://tenders.gov.ms/. The challenge must be submitted to the accounting officer of the procuring entity, with a copy to the Head of Government Procurement Services. The challenge must be submitted within five days of the issue of notification of intention to award or of when the tenderer became aware of the circumstances for the challenge.

The accounting officer will issue a written decision within 14 days of receipt of the challenge. Where the accounting officer does not issue a decision or the tenderer is not satisfied with the decision, the tenderer may submit an appeal to the Independent Adjudicator, through the Head of Government Procurement Services.

A decision to cancel the tendering procedure or reject all tenders, in accordance with clause 29, may not be challenged.

### 32. Notice of Acceptance and Contract Signature

Following the expiry of the standstill period and confirmation that no challenge has been submitted, GOM will issue a notice of acceptance to the successful tenderer. The notice of acceptance will include instructions for the successful tenderer to sign the contract and complete any other contractual requirements, including the provision of any performance security required.

The type of contract and applicable terms and conditions will be as shown in Sections 5 to 7 of this tender document.

If the successful tenderer fails to sign the contract or complete any other contractual requirements, GOM may:

- cancel the acceptance of the tender and call any tender security or tender securing declaration; and/or
- award the contract to the Tenderer that submitted the next most advantageous tender.

Employer will publish a contract award notice on https://tenders.gov.ms/ for all contracts with a value greater than XCD 100,000.

# Section 2 Tender Data Sheet

The following data supplements or amends the Instructions to Tenderers in Section 1 of this tender document. Where there is a conflict, the information in Section 2 prevails over that in Section 1.

| |
|---|
| **General** |
| **1. Scope of Tender** |
| The procuring entity is: Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation and Ecclesiastical Affairs.<br><br>The address of the procuring entity is: P.O. Box 344, Brades, Montserrat, MSR 1110<br><br>The procurement reference number is: BUILTE/INFRA/2026/27-09<br><br>The contract will be financed by GOM. |
| **2. Sanctions** |
| Applicable sanctions also include: *https://www.caribank.org/about-us/corporate-governance/office-integrity-compliance-and-accountability/sanctioned-individuals-and-firms2]* |
| **Tender Document** |
| **3. Clarification of Tender Document** |
| The address for requesting clarifications is: Felix Persaud, Acting Director of PWD at *persaudf@gov.ms* copied to *daleyam@gov.ms*<br><br>The deadline for requesting clarifications is: Wednesday, 18th November 2026 |
| **4. Site Visit** |
| A site visit will be held at the following date, time and place:<br><br>Date: Wednesday, 11th November 2026<br><br>Time: 10:00 AM<br><br>Place: Brades Police Station, Main Entrance/Lobby |
| **Preparation and Submission of Tenders** |
| **5. Content of Tenders** |
| The following additional documents must be included in tenders:<br><br>• *detailed breakdown of unit prices as indicated in the Bill of Quantities.*<br><br>• *list of completed similar contracts over the last three years including those that involve sustainable construction practices, as applicable*<br><br>• *list of construction equipment ether owned, leased and/or committed to purchase) in the format indicated in Section 8, Tender Forms*<br><br>• *list of construction personnel and the respective personal data sheet (PDS) in the prescribed format in Section 8, Tender Forms.* |

- *Completed Environmental, Social, Health and Safety (ESHS) Specifications compliance statement*
- *copies of financial statements for the last 3 years*

## 6. Alternative Tenders

Alternative tenders “are not” permitted.

## 7. Currency

Tenders must be priced in East Caribbean Dollars (XCD).

## 8. Validity

Tenders must be valid for 90 days from the date of the tender deadline.

## 9. Tender Security or Tender Securing Declaration

A tender security “is not” required.

A tender securing declaration “is” required.

## 10. Signing of Tenders

The authorisation to sign the tender “is” *required to b*e included with the tender.

## 11. Submission of Tenders

The address for submission of hard copy tenders is: Hard copy tenders must be marked as follows:

The inner envelope must be marked as follows:

**To: Chairperson, Public Procurement Board**
**Ministry of Finance and Economic Management**
**Government Headquarters**
**Montserrat**
**MSR1110**

**Name of tenderer**
**Address of tenderer**
BUILTE/INFRA/2026/27-09

The outer envelope must be marked as follows:

**To: Chairperson, Public Procurement Board**
**Ministry of Finance and Economic Management**
**Government Headquarters**
**Montserrat**
**MSR1110**

**DO NOT OPEN BEFORE** Wednesday**,** 25th November 2026, 2:10 PM

## 12. Tender Deadline

The tender deadline is:

Date: Wednesday, *25th November 2026*

Time: *12:00 PM*

**Opening and Evaluation of Tenders**

## 13. Tender Opening

The public tender opening will be held at the following date, time and place:

Date: Wednesday, 25th November 2026

Time: 2:10 PM

Place: Statistics Department Conference Room

# Section 3 Evaluation and Qualification Criteria

This section contains all the criteria that will be used to evaluate tenders and determine the most advantageous tender.

## Preliminary Examination: Substantial Responsiveness

The following criteria will be applied to determine whether tenders are substantially responsive to the requirements of this tender document, have been properly signed and are generally in order. **Any tender which is not substantially responsive will be rejected.**

| Criteria | Document or Information Required |
|---|---|
| Tender is in English | All documents in English |
| Tender signed by authorised person | Tender Submission Form and Price Schedule(s) signed.<br>Name and position of person signing stated in Tender Submission Form. |
| Tender contains all key documents including:<br>• Tender Submission Form<br>• Tender Checklist<br>• Tenderer Information Form<br>• Valid Tax Compliance Certificate or equivalent<br>• Supplier Code of Conduct<br>• Labour Compliance Declaration<br>• Technical Tender<br>• Price Bill of Quantities<br>• | All documents listed are included.<br>Signed copies of correctly worded Supplier Code of Conduct and Labour Compliance Declaration received<br><br>Note that the absence of a correctly completed and signed Tender Submission Form, Technical Tender or Price Bill of Quantities should result in the rejection of the tender. Other missing documents or information may normally be obtained through a clarification request. |
| For joint ventures only:<br>• Tender contains Joint Venture Information form<br>• Tender contains Tenderer Information Form for all members of the joint venture<br>• A representative is nominated to bind the joint venture | Joint Venture Information Form, correctly completed<br>Tenderer Information Forms |
| Correct tender validity period | Correct date in Tender Submission Form |
| Tenderer accepts terms and conditions of tender document | Correctly worded declaration in Tender Submission Form |
| Tender priced in XCD | Correct currency in Tender Submission Form and Price Bill of Quantities |
| Tender securing declaration with correct wording and suitably authorised | Tender securing declaration using format in Section 8 Tender Forms |

## Preliminary Examination: Eligibility

The following criteria will be applied to determine whether tenderers are eligible. **Any tenderer who is not eligible will be rejected.**

| Eligibility Criteria | Document or Information Required |
|---|---|
| Tenderer has the legal capacity to enter into a contract. | Tenderer Information Form with attached documents or supplier registration details<br><br>Joint Venture Information Form with attached documents, where applicable |
| Tenderer is not insolvent, in receivership, bankrupt or being wound up;<br>Tenderer's activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer;<br>Tenderer is not the subject of legal proceedings for any of the matters above. | Declaration in Tender Submission Form |
| Tenderer has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security and other contributions of its employees. All Services undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a 20% Withholding Tax deduction from the gross amount. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms | Declaration in Tender Submission Form<br><br>Valid Tax Compliance Certificate or equivalent |
| Tenderer, its owners and beneficial owners, directors or officers have not been convicted of a criminal offence related to professional conduct or a prohibited practice within the last three (3) years before the tender deadline. | Declaration in Tender Submission Form |
| Tenderer, its owners and beneficial owners, directors or officers have not been debarred from participating in procurement by the Public Procurement Board in Montserrat | Declaration in Tender Submission Form |

| | |
|---|---|
| Tenderer, including:<br>• owners and beneficial owners;<br>• directors or officers;<br>• persons having powers of representation, decision or control; and<br>• subcontractors or key personnel;<br>are not subject to sanction orders in force in Montserrat, as listed at https://www.fscmontserrat.org/sanctions/ or https://www.gov.uk/government/publications/the-uk-sanctions-list. | Declaration in Tender Submission Form |

## Preliminary Examination: Qualifications

The following criteria will be applied to determine whether tenderers are qualified. **Any tenderer who is not qualified will be rejected.**

| Qualification Criteria | Document or Information Required |
|---|---|
| Average annual construction turnover of at least XCD $750,000.00 over the last three years, as verified in the tenderer's financial statements. | Financial statements or extracts from balance sheets showing construction income for the last three years. |
| Successful completion or substantial completion (80%) of at least 2 contracts for similar works of a value of at least XCD $300,000.00 over the last three years.<br><br>A single entity must meet the requirement, whilst any one of JV member must meet the requirement. | List of Completed works contracts for the past three years with contract values, dates and clients, accompanied by evidence of satisfactory completion using the forms in Section 8. |
| Participation as a contractor, JV member or subcontractor of completed or substantially completed (80%) contracts over the last 3 years for similar works with the following activities:<br>• Window replacement<br>• Air Conditioner Installation<br>A single entity must meet the requirement, whilst JV members combined must meet the requirement. | List of completed contracts with forms indicating major construction activities |
| Construction cash flow of at least XCD $50,000.00 | Financial statements for the latest fiscal year. |

| | |
|---|---|
| The construction cash flow is calculated as the net liquid assets including unencumbered real assets shown in the tenderer's latest financial statements, and any available and confirmed lines of credits, except advance payments, less any cash outflows of on-going contracts over at least 12 months from the date of tender submission. | List of current contracts commitments with values.<br><br>Evidence of confirmed lines of credit |

## Technical Evaluation

The following criteria will be applied to determine whether tenders meet the technical requirements of this tender document without material deviation. **Any tender which is not substantially responsive will be rejected.**

| Technical Criteria | Document or Information Required |
|---|---|
| Technical Tender Method Statement and Program of Works is substantially responsive to the requirements in the Employer's Requirements | Technical Proposal that includes method statement, construction standards, project organization structure, etc. that conforms with the Employer's Requirements |
| Meet the minimum equipment requirements, either owned, leased or committed letter to purchase or lease, with specified capacity and availability | Completed Equipment Forms<br><br>Supporting documents such as lease, ownership or purchase order/receipts |
| Meet the minimum personnel with qualifications and experience indicated in the Employer's Requirements | Completed list of construction personnel<br>Completed Personal data sheets (PDS) |

## Financial Evaluation

Employer will (1) correct any arithmetic errors, (2) convert tender prices to a single currency, where required and (3) adjust tender prices for any minor deviations, reservations or omissions. Further, any missing item(s) in the Price BOQ or SOA which has not been priced by the tenderer shall be assumed to have been included in the Tender Price, provided that the Tender is determined as substantially responsive notwithstanding this omission. The average price(s) of the item(s) quoted by substantially responsive tenders for the missing item(s) will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.

The most advantageous tender will be the tender with the lowest evaluated price which is substantially responsive to the tender document.

# Section 4 Employer's Requirements

## Scope of Works

The Works comprise the Brades Police Station Rehabilitation Works, items specified in Section 4 and the accompanying Bill of Quantities. These works include removals, replacement external windows, one external door, ceiling treatment and repainting and air-conditioning installations. The Annex Bill of Quantities forms part of this tender and shall be completed and submitted as the "Priced Bill of Quantities".

## Project Signage Requirements

1. The Contractor is responsible for the design, supply and installation of the project information signage. The signage shall provide relevant information to the public about the project, including the proper designation of the project, the Employer, and the Contractor.

2. For this purpose, one or several sign boards shall be installed at the Site as soon as practicable after the Commencement Date and shall remain in place at all times until taking-over of the Works. If sign board(s) is(are) damaged or become unreadable during this period, it shall be promptly replaced by the Contractor at the Contractor's cost.

3. The sign board design shall be submitted by the Contractor to the Engineer for Review in accordance with the law in Monserrat, and comply h the following:

   a) General

      - The number and locations of sign board(s)

   b) Content

      - Project and Contract title
      - Accepted Contract Amount
      - Time for Completion
      - Employer's name
      - Contractor's name
      - Engineer's name

   c) Design

      - The General layout including sample colors: to be proposed by the Contractor
      - Dimensions: minimum of 2.5 Meters X 2.5 Meters
      - Font size and type: they should be such as to ensure that the content shall be visible from a distance.
      - Language of the signage: English

- Material: the sign board(s) shall be made of a material that shall be weatherproof and appropriate to withstand the whole execution period until taking-over of the Works

4. No other signage is allowed except with the approval of the Engineer. The Contractor shall not post nor display any sign or item that could provide misleading information about the project.

## Specifications

1. Preliminaries, access and protection

Provide all labour, supervision, materials, plant, access equipment and temporary protection necessary to complete the scheduled works. Agree a room-by-room programme with the Employer, including working hours, staff access, service shutdowns and temporary closures. Keep public access and emergency routes available as agreed; secure each work area and maintain building security whenever an opening is removed.

Protect occupied rooms, furnishings, equipment, records and retained finishes. Coordinate access to custody, evidence, armory, ammunition, electrical and server areas with authorised police personnel. Provide dust barriers, temporary weatherproofing, signage, safe scaffolding and daily cleaning. Remove debris to the designated disposal facility and protect retained services throughout.

2. Survey, coordination and submissions

Before ordering, verify each scheduled opening on site, record its room number, type, dimensions, condition and shutter arrangement, and submit fabrication and installation details for approval. Confirm AC and fan locations, electrical supplies, pipe routes, condensate outlets and external brackets. Resolve discrepancies through the tender clarification process before issue; post-award discrepancies must be referred to the Employer before affected work proceeds.

3. Careful removal and disposal

Carefully remove the scheduled existing window frames and glazing without unnecessary damage to surrounding masonry. Remove and retain Bahama shutter fittings for reinstatement; protect and label retained components. Remove only the external doors and frames listed in the final door schedule. Isolate and remove scheduled faulty air-conditioning equipment, recovering refrigerant through a competent technician. Dispose of unwanted materials and make safe all abandoned connections.

4. Replacement external windows

Supply and install the scheduled replacement window assemblies, including frames, glazing, ironmongery, anchors and all accessories.

Submit evidence of tested performance for the proposed complete assemblies, including large multi-panel units, together with fixing and mullion details suitable for the actual substrate. Provide compatible perimeter seals, backing materials, weatherproof junctions and unobstructed frame drainage. Repair disturbed heads, jambs and sills; reinstate shutter fittings without compromising waterproofing or window operation. Make good adjacent internal and external finishes to match.

5. External security doors

Supply and install the approved number of heavy-duty insulated steel external door sets with reinforced frames, corrosion-resistant finish, weather seals, commercial locksets and closers. Include thresholds, fixings, perimeter sealing and making good.

6. Internal ceiling treatment and decoration

At the approved rooms, protect adjoining surfaces, clean stained/soiled ceilings, remove loose coatings and treat visible fungal contamination with a compatible approved system. Confirm and rectify the moisture source before final decoration. Allow surfaces to dry, repair scheduled local defects, apply one compatible primer coat and two coats of premium interior emulsion, and leave an even finish. Replace unsound ceiling material only where a separate item or instructed allowance provides for it.

7. Mechanical ventilation and air conditioning

Supply and install the approved inverter split AC systems, including indoor and outdoor units, refrigerant lines and insulation, brackets and corrosion protection, condensate drainage, electrical connections and isolators.

Coordinate access for servicing. Confirm capacity and supply requirements from room loads and actual use, especially the server room. Submit an equipment schedule identifying room, capacity, electrical demand and control arrangement for every unit.

8. Testing and handover

Demonstrate operation of windows, shutters and doors. Test electrical connections, AC operation and condensate drainage, and record results. Rectify defects, complete final cleaning and provide warranties, operating instructions, commissioning records, equipment data, maintenance requirements and records of installed locations. Train the Employer's nominated staff and remove temporary works.

## Drawings

This tender document includes the following drawings:

| Drawing Number | Drawing Name | Purpose |
|---|---|---|
| AL(0) 08 R Rev:1 | Elevations 1 | Showing location and types of windows |
| AL(0) 09 R Rev:1 | Elevations 2 | Showing location and types of windows |
| | | |

## Equipment Requirement

The tenderer should demonstrate evidence that they have available the equipment listed below, either, leased, owned, rented or committed to purchase. This should be done by completing the Equipment Form in Section 8.

| Equipment | Unit | Capacity |
|---|---|---|
| Scaffolding | 1 | With access of up to 30ft high |
| Concrete mixer | 1 | Minimum 1.5 cubic yards |
| Telehandler | 1 | With access of up to 50ft high |

## Construction Personnel

The following are the minimum personnel required to execute the contract, taking into account the nature and scope of the contract. Tenderers are required to complete the personnel forms in Section 8 to demonstrate how they meet these requirements.

**Contractor's Personnel**

| Item No | Position | Academic qualifications | Minimum years of relevant work experience |
|---|---|---|---|
| 1 | Mason | | Ten (10) years experience in masonry and window installation to include (5) years in a responsible position in similar projects. |
| 2 | Electrician | Licensed to work in Montserrat | Five (5) years experience as an electrician |
| 3 | AC technicians | | Must have (3) years' experience in AC installation |
| 4 | General labour | | Must have (3) years' experience in general site work |

# Section 5 General Conditions of Contract

These General Conditions of Contract (GCC) should be read in conjunction with the Special Conditions of Contract (SCC).

## Preliminary Provisions

### 1. Definitions

In this Contract:

“Activity Schedule” means the priced and completed Activity Schedule comprising the construction, installation, testing, and commissioning of the Works in a Lump Sum contract defined in this clause.

“Admeasurement Contract” means a contract where the items of Works in the Bill of Quantities are paid based on actual measured quantities using the rates of each item of works.

“Bill of Quantities (BOQ)” means the priced and completed Bill of Quantities forming part of the Tender.

“Compensation events” means the events defined in GCC Clause 23 hereunder.

“Contract” means the agreement entered into between the Employer and the Contractor and all documents forming part of the Contract with all agreed written correspondence for the execution of Works and remedying defects.

“SCC” means the Special Conditions of Contract comprising the data that specify, complement and/or supplement the clauses in the General Conditions of Contract.

"Contract Price" means the accepted Contract amount as indicated in the Notice of Acceptance and thereafter adjusted in accordance with the Contract.

"Contractor" means the party whose bid to carry out the Works is accepted by the Employer, as named in the Contract Agreement.

“Day” means calendar day.

"Dayworks" means varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Labour, in accordance with Dayworks Schedule.

“Defects” means any part of the Works not completed in accordance with the Contract.

“Defects Liability Certificate” means the certificate issued by the Employer or the Engineer upon correction of defects by the Contractor.

“Defects Liability Period” is the period of 365 days within which the Contractors should remedy the defects and calculated from the date of Taking-Over Certificate.

“Drawings” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Engineer for the execution of the Contract.

“Employer” means GOM, represented by the Procuring Entity named in the Contract Agreement, who employs the Contractor to carry out the Works.

"Employer's Requirements" are the works requirements of the Employer that prescribe the scope of works, drawings, specifications and social, environmental, health and safety that the Contractor must follow in completing the Contract.

"Engineer" means the person or entity named in the SCC (or any other competent person or entity appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible to supervise the execution of the Works and administer the Contract

"Equipment" is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

"GCC" means the General Conditions of Contract

"In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

"Intended Time for Completion" means the agreed time period within which the Contractor shall complete all the works, in days as indicated in the SCC. The Intended Time for Completion may be revised only by the Engineer or the Employer by issuing an extension of time or an acceleration order.

"Lump sum Contract" means a contract with a lump sum price for each activity in the Activity Schedule which is paid based on the estimated percentage of completed activities as certified by the Engineer.

Materials" means all supplies, including consumables, used by the Contractor for incorporation in the Works.

"Plant" means any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

"Site" means the area or location where the Works are performed defined in the SCC.

"Site Investigation Reports" means those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

"Specifications" means the specifications of the Works included in the Contract or any modification or addition made or approved by the Engineer.

"SCC" means the Special Conditions of Contract.

"Start Date" means the start date given in the SCC. It is the latest date that the Contractor should commence the works but does not necessarily coincide with the Site Possession date.

"Sub-contractor" means a person or entity who has a contract with the Contractor to carry out a part of the works in the Contract, which includes works on the Site.

"Taking-over Certificate" means the statement that is issued to the Contractor by the Engineer or Employer indicating practical completion of the Works in accordance with GCC clause 40.

Temporary Works" means works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

"Variation" means an instruction given by the Engineer which varies the Works.

"Works" means what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.

## 2. Interpretation

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

The Contract constitutes the entire agreement between the Employer and the Contractor and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

No failure by either party to enforce any of the terms or conditions of the Contract, or granting of time by either party, shall constitute a waiver of the right to subsequently enforce all terms and conditions of this Contract. No waiver of any breach of the Contract shall be considered a waiver of any subsequent or continuing breach.

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 3. Assignment

Neither the Employer nor the Contractor shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

## 4. Subcontracting

The Contractor shall not subcontract any part of the Contract without the prior written consent of the Employer. Such consent shall not be unreasonably withheld or delayed.

Any Subcontractors listed in the Contractor's tender are approved.

Subcontracting shall not relieve the Contractor of any of its obligations under the Contract.

## 5. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of Montserrat.

## 6. Language

The Contract, as well as all correspondence and documents relating to the Contract, shall be in English.

## 7. Notices

Any notice given by one party to the other shall be in writing to the address specified in the SCC. Notices may be delivered by email, post or in person and shall be deemed received:

- within 24 hours of the date of sending if delivered by email;
- within 72 hours of the date of posting if delivered by post; or upon delivery if delivered in person.

## 8. Confidentiality

The Employer and the Contractor shall keep confidential all documents, data or other information provided by the other party in connection with the Contract, whether provided directly or indirectly and before, during or following completion or termination of the Contract.

Such documents, data or information shall be used solely for the purpose of the Contract and shall not be disclosed to any third party, without the prior written consent of the other party.

Notwithstanding the above, the Contractor may share documents, data or information with its approved Subcontractors to the extent required for performance of their work under the Contract, providing the Contractor has a written agreement with such Subcontractors to treat the information as confidential in accordance with this Contract.

These obligations shall not apply to information that:

- is required or ordered to be disclosed by law or a competent court or authority;
- enters the public domain through no fault of that party or was already possessed by that party at the time of disclosure; or
- lawfully becomes available to a party from a third party.

## 9. The Engineer's Decision

Except as otherwise stated in the SCC, the Engineer shall decide contractual matters between the Employer and the Contractor.

## 10. General Obligations of the Employer

The Employer shall cooperate with the Contractor and provide all information and assistance reasonably required by the Contractor to execute the Contract, including but not limited to assistance with obtaining any necessary permits or import licences relating to materials or equipment necessary to complete the Works.

The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the SCC**,** the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation event.

The Employer shall appoint and employ the Engineer defined in GCC Clause 1 with responsibilities provided for in GCC Clause 9 and other relevant conditions of the GCC.

If requested by the Contractor, the Employer shall promptly provide reasonable assistance to the Contractor to allow the Contractor to obtain any relevant permits, licences and approvals necessary to undertake the works.

## 11. Employer's Risks

From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

(ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to:

(a) a Defect which existed on the Completion Date,

(b) an event occurring before the Completion Date, which was not itself an Employer's risk, or

(c) the activities of the Contractor on the Site after the Completion.

## Obligations of the Contractor

### 12. General Obligations of the Contractor

The Contractor shall execute the Contract with due care, efficiency and diligence in accordance with the best professional practice, the highest quality standards and the provisions of this Contract.

The Contractor shall respect and abide by all laws and regulations in force in Montserrat and shall ensure that its Subcontractors, agents or staff also respect and abide by all such laws and regulations.

### 13. Labour Obligations

The Contractor shall comply with the Montserrat Labour Code, 2012 and subsidiary regulations. This shall include, but not be limited to:

- ensuring equality of treatment in employment;
- providing safe working conditions and all necessary protective equipment and training;
- ensuring compliance with applicable requirements relating to minimum wage, working hours and leave entitlements;
- ensuring compliance with all applicable immigration requirements, such as visas and work permits, for expatriate staff;
- ensuring compliance with all applicable requirements relating to tax and social security contributions; and
- any other requirements specified in the SCC.

## 14. Joint Ventures

If the Contractor is a joint venture:

- all of the partners shall be jointly and severally liable for implementation of the Contract;
- the partners shall designate a leader with authority to bind the joint venture;
- the composition or constitution of the joint venture shall not be altered without the prior consent of the Employer.

## 15. Contractor's Risks

From the Start Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's Risks.

## 16. Prohibited Practices

The Contractor, including any Subcontractors, agents or staff, shall not engage in prohibited practices, as defined in the Public Procurement Act 2025, and shall comply with the Government of Montserrat's Code of Conduct for Suppliers, available at https://tenders.gov.ms/.

## 17. Sanctions

In performing the Contract, the Contractor shall comply with all applicable sanctions, restrictive measures and trade prohibitions having legal effect in Montserrat ("applicable sanctions").

Applicable sanctions include, without limitation, sanctions adopted by the United Kingdom pursuant to the Sanctions and Anti-Money Laundering Act 2018 and extended to Montserrat as a British Overseas Territory by Order in Council, as amended from time to time.

The Contractor, including any Subcontractors, warrants that it is not subject to any applicable sanctions and is not owned or controlled, directly or indirectly, by a sanctioned person or entity.

The Contractor shall promptly give notice in writing to GOM of any change in circumstances that may affect compliance with this clause.

GOM reserves the right to verify compliance with this clause. Verification may include consultation of the United Kingdom Consolidated List of Financial Sanctions Targets or any successor or equivalent official list: https://www.gov.uk/government/publications/the-uk-sanctions-list.

## 18. Insurance

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the SCC for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant, and Materials;

(b) loss of or damage to Equipment;

(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(d) personal injury or death

Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Employer may provide the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

Alterations in the terms of the Insurance should not be made without the approval of the Employer as recommended by the Project Manager.

Both parties shall abide by the conditions of the insurance.

## 19. Performance Security

Within 28 days from receipt of the Notice of Acceptance, the Contractor shall submit to the Employer a performance security in the amount stated in the SCC. The performance security should be in the currency of the Contract and in the form of either a bank guarantee or an insurance bond, using the forms in the annex to the Contract. The security should be issued by a reputable financing institution acceptable to the Employer and must be valid until the end of the Defects Liability Period.

## 20. Responsibilities of the Contractor

The Contractor shall construct and complete the Works in accordance with the Employer's Requirements.

The Contractor shall commence execution of the Works on the Start Date and carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, for his approval.

The Contractor shall be responsible for the design of all temporary works. The Project Manager's approval shall not alter the responsibility of the Contractor for the design of temporary works.

The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their issue.

The Contractor shall be responsible for the safety of the Site.

The Contractor shall notify the Engineer of any discoveries in the Site and carry out the Engineer's instructions for dealing with them. Any discoveries of historical or significant value shall be owned by the Employer.

The Contractor shall allow the Engineer, and any person authorized by the Engineer, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the Site is located.

### 21. Audit

The Contractor shall keep and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

The Contractor shall permit and shall cause its Subcontractors and subconsultants to permit, person(s) appointed by the Employer to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the tender, and to have such accounts and records audited by auditors appointed by the Employer if requested by the Employer.

### 22. Contractor's Programme

Within the time stated in SCC**,** after the date of the Notice of Acceptance, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Programme shall be consistent with those in the Activity Schedule.

An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in SCC. Should the Contractor not submit an updated Programme within this period, the Engineer may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Engineer.

The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme shall show the effect of Variations and Compensation Events.

## Managing the Contract

### 23. Compensation Events

The following shall be Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC Clause 10.

(b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

(c) The Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

(d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

(e) The Engineer unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notice of Acceptance from the information issued to tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

(g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed.

(j) The effects on the Contractor of any of the Employer's Risks.

(k) The Engineer unreasonably delays issuing a Taking-over Certificate.

If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Engineer, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on the Engineer's own forecast. The Engineer shall assume that the Contractor shall react competently and promptly to the event.

The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's having not given early warning or not having cooperated with the Engineer.

## 24. Extension of Intended Completion Date

The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs.

The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Change and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## 25. Management Meetings

The Contractor shall warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the

Contract Price, or delay the execution of the Works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## 26. Quality Control

The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on the date the Taking-over Certificate is issued. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

## 27. Cost Control

As specified in the SCC, the Contract is either:

- an Admeasurement Contract with a Bill of Quantities; or
- a Lump Sum Contract with an Activity Schedule.

For Admeasurement Contracts, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Engineer shall adjust the rate to allow for the change. The Engineer shall not adjust rates from changes in quantities if thereby the Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

For Lump Sum Contracts, the priced Activity Schedule applies. Payment will be made by percentage of completed activities as certified by the Engineer.

### 28. Changes

No change of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract and is signed by authorised representatives of both parties.

All variations shall be included in the updated Programmes produced by the Contractor.

The Contractor shall provide the Engineer with a quotation for carrying out the Change when requested to do so by the Engineer. The Engineer shall assess the quotation and approve it, before the Change is ordered.

If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on the Engineer's own forecast of the effects of the Variation on the Contractor's costs.

If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given, and the Variation shall be treated as a Compensation Event.

The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

If the work in the Change corresponds to an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in this clause or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Change. If the cost per unit of quantity changes, or if the nature or timing of the work in the Change does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

The forms to propose, submit and approve a change as requested by the Employer are included in Annex A to the GCC. Where a change is requested by the Contractor, the relevant form of application shall be prepared by the Contractor and reviewed by the Engineer prior to submission and approval by the Employer.

### 29. Dayworks

If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

For work of a minor or incidental nature, the Employer may instruct that a Change shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule.

### 30. Environmental, Social, Health and Safety (ESHE)

Should the Contract include ESHE requirements as defined in the Employer's Requirements, the Contractor shall comply with these requirements.

## Contract Payments

### 31. Cash Flow Forecast

When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast. The cash flow forecast shall be in the currency of the Contract.

### 32. Payment Certificates

The Contractor shall submit to the Engineer monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

The value of work executed shall be determined by the Engineer. For admeasurement contracts, the value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed. For Lump Sum contracts, the value of the work executed shall be the percentage of work certified by the Engineer. The value of work executed shall include the valuation of Changes and Compensation Events.

The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

### 33. Payments

Payments shall be adjusted for deductions for advance payments and retention, if any. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made, as published by the Bank of Montserrat.

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

Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

### 34. Tax

The Contractor shall be liable to pay taxes in Montserrat.

### 35. Price Adjustment

Unless otherwise stated in the SCC, price adjustment shall not be applicable.

### 36. Retention

The contract shall not be subject to any retention.

### 37. Liquidated Damages

The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount and the number of days defined in the SCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in the SCC.

### 38. Advance Payment

Should the Contractor request, the Employer may make an advance payment (AP). The advance payment should not exceed the percentage of the Contract Price stated in the SCC. The advance payment shall be paid upon submission of an advance payment guarantee corresponding to the AP amount in the currency of the Contract. The AP shall be in the form indicated in the Contract Forms.

The AP shall be repaid by deducting proportionate amounts indicated in the SCC until the AP is fully repaid.

### 39. Cost of Repairs

Any loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omission.

## Finishing the Contract

### 40. Completion – Issue of Taking-over Certificate

The Contractor shall request the Engineer to issue a Taking-over Certificate of the Works, and the Engineer shall do so upon deciding that the whole of the Works is practically completed. The Employer shall take over the Site and the Works within seven days of the Engineer issuing the certificate.

### 41. Final Accounts

The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide and recommend on the amount payable to the Contractor and issue a payment certificate for approval by the Employer.

## 42. Termination

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorised by the Engineer;

(b) the Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;

(e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

(f) the Contractor does not maintain a Performance Security, which is required;

(g) the Contractor has delayed the completion of the Works by the number of days for which the maximum limit of liquidated damages can be paid, as defined in SCC 32,

(h) the Contractor is in default of the Contract as determined by the Engineer because they wholly or partially suspend carrying out the Works without reasonable cause, or fail to follow the instructions given by the Engineer;

(i) if the Contractor, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site; or

(j) the Supplier is subject to applicable sanctions or the Supplier has or will violate applicable sanctions through the performance of the contract.

If either party to the Contract gives notice of a breach of Contract to the Engineer for a cause other than those listed in this clause, the Engineer shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Employer may terminate the Contract for convenience.

If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

## 43. Payment Upon Termination

If the Contract is terminated because of a fundamental breach of Contract as provided for in GCC Clause 42, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

## 44. Property

The Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

## 45. Force Majeure

Neither party shall be considered to be in breach of its obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure.

"Force majeure" means an event or situation beyond the control of either party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, natural disasters, wars, revolutions, terrorism, civil or industrial disturbances, acts of government, epidemics, quarantine restrictions, and freight embargoes.

Promptly after the occurrence of any force majeure situation, the affected party shall give notice in writing to the other party, giving details of the cause, the probable duration and the likely effect.

Unless otherwise directed by Engineer, the Contractor shall continue to perform its obligations under the Contract, as far as is reasonably practical, and shall seek all reasonable alternative means for performance of its obligations.

Either party may terminate the Contract, by written notice to the other, where a party is unable to perform its obligations, wholly or in part, by reason of force majeure for any period of 30 days or more. The Supplier shall be entitled to payment for all Works completed at the time of termination.

If the contract is terminated under this clause, the Engineer shall certify accordingly within 7 days after receipt of notice. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

## 46. Dispute Resolution

The parties shall use their best efforts to settle any dispute amicably.

If, after 14 Days, the parties have failed to resolve their dispute by mutual consultation, either party may request, by notice to the other party, that a mutually agreed-upon mediator be appointed in Montserrat.

The mediator, once appointed, may set out his or her own procedure and shall specify a reasonable time and date for submissions and information by each party. The parties shall

cooperate with the mediator and with such enquiries that he or she may deem necessary. The parties shall share any costs and fees associated with the mediation equally, except for attorney fees.

No confidential information supplied to the mediator shall be disclosed to any third party.

If the dispute is not resolved through mediation within 30 days after the mediator is appointed, either party may commence court proceedings in respect of the dispute. No party is prevented from seeking urgent interim or protective measures from a court at any time.

The parties shall continue to perform their respective obligations under the Contract, during any dispute resolution procedures, unless they agree otherwise.

# Annex A to General Conditions of Contract: Standard Forms of Change

## Form 1. Request for Change Proposal

(Employer's Letterhead)

To: _____ Date: _____

Attention: _____

Contract Name: _____
Contract Number: _____

Dear Ladies and/or Gentlemen:

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within _____ days of the date of this letter.

1. Title of Change: _____
2. Change Request No. _____
3. Originator of Change: Employer: _____
   Contractor (by Application for Change Proposal No. _____
   Brief Description of Change: _____
   Facilities and/or Item No. of equipment related to the requested Change: _____
4. Reference drawings and/or technical documents for the request of Change:

| Drawing No./Document No. | Description |
|---|---|

5. Detailed conditions or special requirements of the requested Change: _____
6. General Terms and Conditions:
   (a) Please submit your estimate (including the cost of preparing) of the proposal to us showing what effect the requested Change will have on the Contract Price.
   (b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.
   (c) You shall not proceed with the execution of the work for the requested Change until we have accepted and approved the Change.

_____(Employer's Name) _____(Signature)

_____(Name of signatory) _____ (Title of signatory)

## Form 2. Change Proposal

(Contractor's Letterhead)

To: _____ Date: _____
Attention: _____

Contract Name: _____
Contract Number: _____

Dear Ladies and/or Gentlemen:

In response to your Request for Change Proposal No. _____, we hereby submit our proposal as follows:

1. Title of Change: _____
2. Change Proposal No./Rev.: _____
3. Originator of Change: Employer: *[*_____
   Contractor: _____
4. Brief Description of Change: _____
5. Reasons for Change: _____
6. Item No. of Equipment related to the requested Change:
   _____
7. Reference drawings and/or technical documents for the requested Change:

Drawing/Document No. Description

8. Estimate of increase/decrease to the Contract Price resulting from Change Proposal:
   (Insert breakdown as applicable)
   Total Cost of Change Proposal (including preparation)

   *(Amount payable if Change is not accepted)*
9. Additional time for Completion required due to Change Proposal
10. Effect on the other terms and conditions of the Contract
11. Validity of this Proposal: within *[Number]* days after receipt of this Proposal by the Employer

You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within _____ days from your receipt of this Proposal.
The amount of any increase and/or decrease shall be considered in the adjustment of the Contract Price.

_____(Contractor's Name) _____(Signature)

_____(Name of signatory) _____ (Title of signatory)

## Form 3. Change Order

(Employer's Letterhead)

To: _____ Date: _____

Attention: _____

Contract Name: _____
Contract Number: _____

Dear Ladies and/or Gentlemen:

We approve the Change Order for the work specified in the Change Proposal (No. _____), and agree to adjust the Contract Price, Time for Completion and/or other conditions of the Contract in accordance with GCC Clause 28.

1. Title of Change: _____
2. Change Request No./Rev.: _____
3. Change Order No./Rev.: _____
4. Originator of Change: Employer: _____
   Contractor: _____

5. Authorized Price:

6. Adjustment of Time for Completion

   None Increase _____ days Decrease _____ days

7. Other effects, if any

Authorized by: _____ Date: _____
(Employer)

Accepted by: _____ Date: _____
(Contractor)

# Section 6 Special Conditions of Contract

The following Special Conditions of Contract (SCC) supplement and/or amend the GCC and include specific data to define the GCC. Whenever there is a conflict, the provisions in these SCC will prevail over those in the GCC.

| Preliminary Provisions |
|---|
| **1. Definitions** |
| The Engineer is: Andre Daley<br>The Intended Time for Completion is: 90 days<br>The Site is: Brades Police Station<br>The Start Date is: [indicate within 7 days following possession of Site]<br>The Works are the Brades Police Station rehabilitation works described in Section 4 of the Tender document and the accompanying Bill of Quantities. |
| **2. Notice** |
| The Employer's address shall be: Ministry of BUILTE, P.O. Box 344, Brades, Montserrat, MSR 1110<br>The Contractor's address shall be: To be confirmed<br>The Engineer's address shall be: Ministry of BUILTE, P.O. Box 344, Brades, Montserrat, MSR 1110 |
| **3. Engineer's Decision** |
| Without prejudice to the power of the Engineer to make decisions, the Employer limits this responsibility on the following:<br>• Approval of change that exceeds 25% of the Contract Price;<br>• Extension of intended time for completion of more than 60 days;<br>• Change of design/drawings that impact on the Contract Price;<br>• Approval or replacing any of the project supervision team;<br>• Approval of Contractor's account following Termination in accordance with GCC clause 41;<br>• Termination of contract as defined in GCC clause 41, and<br>• Any issues that impact on the Employer's responsibilities relating to the environmental, social, health and safety (ESHE) of the project areas.<br>In these cases, the Engineer's responsibility shall be recommendatory, and the Employer shall approve each case. |
| **4. Obligations of Employer** |
| The Employer shall give the Contractor possession of site within 14 days following signature of contract. |
| **Obligations of the Contractor** |

## 5. Insurance

The Contractor shall submit to the Employer within 14 days following signature of contract, insurance to cover the loss and damage to the following with amounts and deductibles:

| Type | Amounts | Maximum deductibles |
|---|---|---|
| Works, Plant, and Materials | 100% of Contract Price | 10% of cover |
| Equipment | 100% of equipment cost | 5% of cover |
| Property (except works, plant, materials and equipment | Minimum of 25% of Contract Price | 5% of cover |
| Personal injury or death | Minimum of 30% of Contract Price | 5% of cover per occurrence |

## 6. Performance Security

The form and amount of performance security: an unconditional bank guarantee equal to 10% of the Contract Price.

## 7. Contractor's Programme

Submission of Contractor's Programme: within 14 days from start date

Submission of updated Contractor's Programme: 28 days

Amount to be withheld for failure of submitting the updated Contractor's Programme: one percent (1%) of the monthly certificate of payment

## 8. Cost Control

The contract is "an admeasurement contract with a Bill of Quantities"

## 9. Environmental, Social, Health and Safety (ESHS)

The Project areas are: Brades Police Station

# Payments

## 10. Price Adjustment

Price adjustment shall not be applicable.

## 11. Liquidated Damages

Liquidated damages: 0.05% of Contract Price for each day of delay

Maximum Number of days' delays: 100 days

Maximum Rate of Liquidated damages: 5% of the Contract Price.

Should the maximum rate of liquidated damages be attained, the Employer may terminate the Contract in accordance with GCC clause 41(g).

Interest of overpaid liquidated damages paid by the Contractor: 0.03% of overpaid amounts per day of delay.

| 12. Advance Payment |
| --- |
| Advance Payment (AP): 15% of Contract Price<br>Repayment of AP: 30% of interim payments value deducted in each interim payment certificate (IPC), the repayment of which shall be made after 30% contract completion as certified by the Engineer, until either 90% of contract completion, or the AP is repaid, whichever comes first. |
| **Finishing the Contract** |
| **13. Completion – Issue of Taking-over Certificate** |
| In any case, the Taking-Over Certificate shall not be delayed and should be issued within 5 days following confirmation by the Engineer of practical completion. |
| **14. Payment Upon Termination** |
| Percentage to apply to the value of work not completed: 15% |

# Section 7 Contract Forms

These forms will form part of any contract awarded.

# Contract Agreement

BUILTE/INFRA/2026/27-09

This Contract Agreement is made on the _____ day of _____, 2026 between the Government of Montserrat, represented by Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation and Ecclesiastical Affairs of Brades, Montserrat (hereinafter referred to as "Employer") and [insert name of Contractor of [insert address of Supplier] (hereinafter referred to as "the Contractor"), each a party and together the parties.

WHEREAS the Employer has a need for the rehabilitation of the Brades Police Station and the Contractor has offered to complete the Works.

NOW, THEREFORE the parties agree as follows:

1. The Contractor agrees to supply the Works _____ and to remedy any defects therein in accordance with the provisions of the Contract.
2. The Employer agrees to pay the Contractor the Contract Price of _____or such other sum as may become payable under the provisions of the Contract, at the times and in the manner specified in the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:
    - Contract Agreement
    - Notice of Acceptance
    - Tender Submission Form
    - Special Conditions of Contract
    - General Conditions of Contract
    - Employer's Requirements
    - Price Bill of Quantities

IN WITNESS WHEREOF, the parties have executed this Contract on the date indicated above.

| **For GOM:** | **For the Contractor:** |
|---|---|
| Signature: | Signature: |
| Name: | Name: |
| Position: | Position: |

# Performance Security (Bank Guarantee)

*[The Contractor's bank should fill in this form in accordance with the instructions* in *[black italics]. It should be issued on the bank's letterhead, showing the bank's name and address.]*

Date:

Procurement Reference Number: BUILTE/INFRA/2026/27-09

**Beneficiary**: *[insert legal name and address of Employer]*

**PERFORMANCE GUARANTEE No.:** *[Insert the Performance guarantee number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of* Works*]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____

*[signature(s)]*

[1] *The Guarantor shall insert an amount representing the percentage of the agreed Contract Price specified in the Notice of Acceptance.*

[2] *Insert the date twenty-eight days after the expected completion date as described in GCC1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this security from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

# Advance Payment Security

*[The Contractor's bank should fill in this form in accordance with the instructions* in *[black italics]. It should be issued on the bank's letterhead, showing the bank's name and address.]*

Date:
Procurement Reference Number: *BUILTE/INFRA/2026/27-09*

**Beneficiary**: *[insert legal name and address of Employer]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee No.]*

We have been informed that *[insert name of contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert procurement reference number]* dated *[insert date of Contract]* with the Beneficiary, for the execution of *[insert brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures and words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures and words]* upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

1. has used the advance payment for purposes other than toward the completion of the Works; or
2. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of [insert month], *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

*[Seal of Bank and Signature(s)]*

# Section 8 Tender Forms

Tenderers must use these forms to prepare their tenders, in accordance with clause 10 of the Instructions to Tenderers.

The forms contain guidance notes on completion in *[black italics]*. All guidance notes should be deleted before submission of the tender.

# Tender Submission Form

*Company Name:* _____

*Address:* _____

*Email:* _____

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

Tender for Brades Police Station Rehabilitation Works

Dear Sir/Madam

We, the undersigned, offer to execute Brades Police Station Rehabilitation Works to Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation and Ecclesiastical Affairs.in accordance with your tender document referenced BUILTE/INFRA/2026/27-09.

We declare that:

- we accept the terms and conditions of the above referenced tender document;
- we accept and comply with the Government of Montserrat's Code of Conduct for Suppliers and Labour Compliance Declaration;
- we confirm that we are not subject to any applicable sanctions, are not owned or controlled by a sanctioned person or entity and will not violate any applicable sanctions when performing the contract;
- we confirm that we have no conflict of interest in relation to this tendering process; *[edit where required and disclose any actual or potential conflict of interest]*
- we, including any joint venture partners and subcontractors, meet the eligibility criteria listed in Section 3 of the tender document;
- we are not participating in more than one tender in this tendering process; *[edit and add details where an alternative tender is being submitted]*
- we have no subcontractors *[or]* we will use the following subcontractors; *[delete whichever statement is not applicable and add details of subcontractors and the goods or related services they will supply where relevant].*

The total price of our tender is *EC$*_____

(words) _____

_____

Our tender is valid for 90 days from the date of the tender deadline.

We understand that you are not bound to accept any tender you receive.

We understand that this tender, together with your written acceptance of it, will constitute a binding contract between us, until a formal contract is prepared and signed.

| | |
|---|---|
| Signature | |
| Name of authorised signatory | |
| Position of authorised signatory | |
| Name of tenderer | |
| Date signed | |

# Tender Checklist

*[This form provides a checklist for preparation of your tender. Complete it and include it as part of your tender. Failure to submit any of the listed documents may result in the rejection of your tender]*

*[This form provides a checklist for preparation of your tender. Complete it and include it as part of your tender.*

*This checklist is intended to assist you to prepare and submit a compliant tender, but does not form a material part of the tender.*

*Failure to submit a correctly completed and signed Tender Submission Form, Technical Tender and Price Bill of Quantities or Activity Schedule may result in the rejection of your tender. Other missing tender documents or information may be obtained through a clarification request, subject to the discretion of the Evaluation Panel.]*

| | |
|---|---|
| Name of tenderer | |
| Procurement reference number | |

| Have you completed the following forms or documents? | |
|---|---|
| • Tender Submission Form | ☐ |
| • Tender Checklist (this form) | ☐ |
| • Supplier Code of Conduct | ☐ |
| • Tenderer Information Form(s) and any supporting documents | ☐ |
| • Supplier Code of Conduct (unless registered) | ☐ |
| • Labour Compliance Declaration (unless registered) | ☐ |
| • Joint Venture Information Form and any supporting documents (where applicable) | ☐ |
| • Technical Tender | ☐ |
| • Price Bill of Quantities *or Activity Schedule (per lot if applicable)* | ☐ |
| • Any other documents listed in clause 10 of the Tender Data Sheet | ☐ |
| Has an authorised person signed the tender? | ☐ |
| Have you included the authorisation to sign (if required by clause 17 of the Tender Data Sheet)? | ☐ |
| Have you included a tender security or tender securing declaration (if required by clause 16 of the Tender Data Sheet)? | ☐ |

# Tenderer Information Form

*[Complete this form and include it as part of your tender.*

*Tenderers who are included on the Government Procurement Services register of suppliers should indicate their tenderer registration number and do not need to complete the rest of the form or provide the attachments listed.*

*Where the tenderer is a joint venture, this form must be completed for each partner to the joint venture and the Joint Venture Information Form must also be included as part of your tender.]*

| **For all tenderers** | |
|---|---|
| Name of tenderer (or partner in joint venture) | |
| Are you registered with Government Procurement Services (GPS)?<br><br>If yes, GPS registration number | Yes ☐ No ☐ |
| Attach a valid Tax Compliance Certificate or equivalent | Attached ☐ |
| **For non-registered tenderers only** | |
| Tenderer's legally registered address | |
| Website address | |
| Name and position of authorised representative | |
| Telephone number and email of authorised representative | |

| | |
|---|---|
| | |
| Legal status of tenderer (e.g. sole proprietorship, partnership, limited liability company etc) | |
| Year of establishment | |
| Company registration number (where relevant) | |
| For tenderers not based in Montserrat, give details of any representative in Monserrat or the region | |
| Attach the following documents | |
| • Certificate of Incorporation or equivalent | Attached ☐ |
| • Supplier Code of Conduct | Attached ☐ |
| • Labour Compliance Declaration | Attached ☐ |

# Supplier Code of Conduct

*Company Name:* _____

*Address:* _____

*Email:* _____

*Tenderers who are included on the Government Procurement Services register of suppliers do not need to complete this form.]*

We understand that the Government of Montserrat (GOM) expects the highest standards of integrity and professionalism from suppliers, contractors, consultants, service providers, public officers and any subcontractors, agents, intermediaries or personnel involved in public procurement or the execution of government contracts.

We hereby declare that we, including any subcontractors, agents or staff, shall:

- not engage in, attempt, or abet any prohibited practices, as defined in the Public Procurement Act 2025 (including offences under Part 6 of the Penal Code (Cap. 4.02), including fraudulent, collusive, coercive or obstructive practices, whether directly or indirectly, including through third parties;
- not offer, promise, give, request, agree to receive or accept any bribe, kickback, facilitation payment, improper gift, hospitality, donation or other advantage intended to influence (or that could reasonably be perceived as influencing) any procurement decision, evaluation outcome, contract award, payment, inspection, certification or contract administration action;
- respect and abide by all laws and regulations in force in Montserrat;
- meet all applicable tax and statutory obligations and provide valid evidence where required;
- where we employ labour in connection with a contract, comply with Montserrat labour laws, including requirements relating to: prohibition of forced labour; protection of children and young persons; non-discrimination; and occupational health and safety;
- take reasonable steps to prevent harassment, bullying and unsafe working conditions for personnel engaged on the contract;
- act at all times with due care, efficiency and diligence and the highest standards of integrity and professional practice;
- disclose any actual, potential or perceived conflict of interest that arises in relation to any procurement process or contract and, where a conflict exists, comply with GOM directions to avoid, mitigate or manage it, including withdrawal where required;

- act with transparency and truthfulness when submitting and/or completing all statements, declarations, invoices, claims, certifications, and supporting documentation; and not misrepresent or conceal information;
- compete fairly and independently;
- not coordinate tenders, prices, tender rotation, market allocation or any other collusive arrangement with any competitor or other party, nor otherwise deprive GOM of the benefits of free and open competition;
- not attempt to obtain confidential information from GOM or to influence a procurement process;
- treat any communication with GOM in respect of a procurement process or execution of a contract as confidential;
- keep confidential all documents, data or other information provided by GOM in connection with a procurement process or contract, unless their disclosure is required by law; and
- cooperate fully with any lawful request for information, inspection, audit, review or investigation by GOM, its authorised representatives or competent authorities;
- not obstruct, delay, intimidate, retaliate against or otherwise interfere with any investigation, audit or the exercise of lawful access, inspection, or audit rights.

We understand that not following this Code of Conduct for Suppliers could lead to serious consequences. These may include legal actions and/or being barred from participating in future procurement processes.

Where we become aware of any suspected prohibited practice, conflict of interest, fraud, corruption, collusion, coercion, obstruction or other serious misconduct related to a procurement process or contract, we shall report it promptly to GOM through the channels stated in the tender documents or contract. We shall not retaliate against any person who, in good faith, reports a concern or participates in an investigation.

We confirm that we have read and understood this Code of Conduct for Suppliers and will fully comply with the code at all times.

| | |
|---|---|
| Signature | |
| Name of authorised signatory | |
| Position of authorised signatory | |
| Name of tenderer | |
| Date signed | |

# Labour Compliance Declaration for Suppliers

*Company Name:* _____

*Address:* _____

*Email:* _____

*Tenderers who are included on the Government Procurement Services register of suppliers do not need to complete this form.]*

We understand that the Government of Montserrat (GOM) promotes the principles and standards enshrined in the decent work agenda of the International Labour Organisation, including basic minimum conditions of work and respect for the fundamental principles of human rights and social justice.

We further understand that GOM implements and enforces legislation in keeping with international labour standards and best practices for the benefit of the community, employers and workers, while promoting a safe, healthy and harmonious environment.

We hereby declare that we, including any subcontractors, agents or staff, shall comply with the Montserrat Labour Code, 2012, Immigration Act and subsidiary regulations. This includes, but shall not be limited to:

- ensuring equality of treatment in employment;
- providing safe working conditions and all necessary protective equipment and training;
- ensuring compliance with applicable requirements relating to minimum wage, working hours and leave entitlements;
- ensuring compliance with all applicable immigration requirements, such as visas and work permits, for expatriate staff;
- ensuring compliance with all applicable requirements relating to tax and social security contributions;
- ensuring that no person is required to perform forced labour;
- ensuring the protection of children and young persons;
- cooperating fully with the Labour Commissioner with regard to any investigation or procedure for the settlement of disputes.

We understand that breach of any requirements of the Montserrat Labour Code, 2012 and subsidiary regulations may result in prosecution and penalties.

| | |
|---|---|
| Signature | |
| Name of authorised signatory | |
| Position of authorised signatory | |
| Name of supplier | |
| Date signed | |

# Joint Venture Information Form

*[Complete this form and include it as part of your tender, **only if the tenderer is a joint venture**.]*

| | |
|---|---|
| Name of tenderer/joint venture | |
| List all partners to the joint venture | |
| Has the joint venture already been legally established?<br><br>If yes, date of establishment | Yes ☐ No ☐ |
| Name of representative authorised to legally bind the joint venture during the tendering process and contract implementation | |
| Address of authorised representative | |
| Telephone number and email of authorised representative | |
| Attach the following documents | |
| • Joint venture agreement *or*<br><br>• Authorised letters of intent to form joint venture from all proposed partners | Attached ☐ |
| • Profile of joint venture explaining the roles of each partner | Attached ☐ |

# Technical Tender

*[Prepare a technical tender with the following sections and include it as part of your tender].*

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Contractor's Equipment
- Personnel
- Proposed Subcontractors (if any)
- Others

# Bill of Quantities (or Activity Schedule)

## Preamble

***Price Bill of Quantities (Admeasurement Contract)***
***Preliminaries***

| ***Item No*** | ***Brief Description*** | ***Unit*** | ***Unit Price (Currency)*** | ***Total Price*** |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | *Subtotal* | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | *Total (in words)* | | | |

| | |
|---|---|
| Signature | |
| Name of authorised signatory | |
| Position of authorised signatory | |
| Name of tenderer | |
| Date signed | |

# Dayworks Schedule

## Labour

### Schedule of Daywork Rates: 1. Labour

| *10* | *Description* | *Unit* | *Nominal quantity* | *Rate* | *Extended amount* |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Subtotal | | | | |
| ----- | Allow _____ percent [a] of Subtotal for Contractor's overhead, profit, etc. | | | | |
| | | | | | |
| | Total for Daywork: Labour (carried forward to Daywork Summary, p. _____) | | | | _____ |

a. To be entered by the Tenderer .

# Materials

## Schedule of Daywork Rates: 2. Materials

| *Item No* | *Description* | *Unit* | *Nominal quantity* | *Rate* | *Extended amount* |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | Subtotal | |
| | Allow _____ percent of Subtotal for Contractor's overhead, profit, etc. | | | | |
| | | | | | |
| | | | | Total for Daywork: Materials (carried forward to Daywork Summary, p. _____) | _____ |

a. To be entered by the Tenderer.

# Equipment

## Schedule of Daywork Rates: 3. Contractor's Equipment

| *Item no.* | *Description* | *Nominal quantity (hours)* | *Basic hourly rental rate* | *Extended amount* |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | Subtotal | |
| | Allow __ percent[a] of Subtotal for Contractor's overhead, profit, etc. | | | |
| | | | | |
| | | | Total for Daywork: Contractor's Equipment (carried forward to Daywork Summary, p. _____ ) | _____ |
| a. To be entered by the Tenderer . | | | | |

## Daywork Summary

| | *Amount[a] (USD)* |
|---|---|
| 1. Total for Daywork: Labour | |
| 2. Total for Daywork: Materials | |
| 3. Total for Daywork: Contractor's Equipment | |
| Total for Dayworks (carried forward to Grand Summary) | _____ |

## Summary of Bill of Quantities

| *Bill No* | *Description* | *Total Price* |
|---|---|---|
| *1* | *Preliminaries* | |
| *2* | | |
| *3* | | |
| *Dayworks (Total)* | | |
| *Contingency (if applicable)* | | |
| *Grand Total* | | |

## Or

## Summary of Activity Schedule

| *Bill No* | *Description* | *Total Lump-sum Price* |
|---|---|---|
| *1* | *Preliminaries* | |
| *2* | | |
| *3* | | |
| *Dayworks (Total)* | | |
| *Contingency (if applicable)* | | |
| *Grand Lump Sum Total* | | |

| | |
|---|---|
| Signature | |
| Name of authorised signatory | |
| Position of authorised signatory | |
| Name of tenderer | |
| Date signed | |

# Proposed Personnel

*[Complete this form and include it as part of your tender. Tenderers should provide details of the proposed personnel and their experience record in the relevant Personal Data Sheet for each candidate.]:*

| | |
|---|---|
| 1. | Title of position |
| | Name |
| 2. | Title of position |
| | Name |
| 3. | Title of position |
| | Name |
| 4. | Title of position |
| | Name |
| 5. | Title of position |
| | Name |
| 6. | Title of position |
| | Name |
| [*As needed*] | Title of position |
| | Name |

NOTE

*All titles of positions are listed in Section 4 (Employer's Requirements).*

# Personnel Data Sheet (PDS)

*[Complete one form for each position and include them as part of your tender. Ensure that each form is signed by the personnel and an authorised person.]*

| | | |
|---|---|---|
| Position | | |
| Personnel Information | Full Legal Name | Date of Birth |
| | Known as | Place of Birth |
| | Nationality | Citizenship |
| | Type of Government ID<br><br>Attach a copy of ID to this form | ID number |
| | Professional Qualifications | |
| Present Employment | Name of Employer | |
| | Address of Employer | |
| | Telephone | Contact (Manager or Personnel Officer) |
| | Fax | Email |
| | Job Title | Years with Present Employer |

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| From | To | Company, Project, Position, Relevant Technical and Management Experience |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

Declaration

I, the undersigned, certify that to the best of my knowledge and belief, the information contained in this PDS correctly describes myself, my qualifications, and my experience.

I confirm that I am available throughout the expected time schedule for this position as provided in the Tender.

I understand that any misrepresentation or omission in this Form may:

a) be taken into consideration during Tender evaluation;

b) result in my disqualification from participating in the Tender;

c) result in my dismissal from the Contract.

Name of Personnel: _____ [*insert name*] _____

Signature: _____

Date (day month year): _____

Countersignature of authorized representative of the Tenderer:

Name of authorized representative: _____

Signature: _____

Date: (day month year): _____

# Equipment Form

*[Complete a separate form for each item of equipment or for alternative equipment proposed by the tenderer. Include the forms as part of your tender. The Tenderer shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 4 (Employer's Requirements)].*

| Item of Equipment | | |
|---|---|---|
| Equipment Information | Name of manufacturer | Model and power rating |
| | Capacity | Year of manufacture |
| Current Status | Current location | |
| | Details of current commitments | |
| Source | Indicate source of the equipment<br>☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured | |

Omit the following information for equipment owned by the tenderer.

| Owner | Name of owner | |
|---|---|---|
| | Address of owner | |
| | Telephone | Contact name and title |
| | Fax | Telex |
| Agreements | Details of rental, lease, or manufacture agreements specific to the project | |
| | | |
| | | |

# Annual Construction Turnover

*[Complete this form and include it as part of your tender*

*The information supplied should be the Annual Turnover of the Tenderer or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to XCD at the rate of exchange at the end of the period reported.*

*In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:]*

Tenderer or Joint Venture Partner: _____

| Annual Turnover Data for the Last _____ Years (Construction only) | | | |
|---|---|---|---|
| **Year** | **Amount Currency** | **Exchange Rate** | **XCD Equivalent** |
| | | | |
| | | | |
| | | | |
| | **Average Annual Construction Turnover** | | |

# Completed Contracts

*Complete one form per contract and include them in your tender.]*

| Contract of Similar Size and Nature | | |
|---|---|---|
| Contract No _____ of _____ | Contract Identification (insert brief description) | |
| Award Date | | Completion Date |
| Total Contract Amount | $ | |
| If partner in a Joint Venture or Subcontractor, specify participation of total contract amount | Percent of Total | Amount |
| Employer's name<br>Address<br>Telephone number<br>Fax number<br>E-mail | | |

| Contract with Similar Key Activities | | |
|---|---|---|
| Contract No _____ of _____ | Contract Identification | |
| Award Date | | Completion Date |
| Total Contract Amount | $ | |
| If partner in a Joint Venture or Subcontractor, specify participation of total contract amount | Percent of Total | Amount |
| Employer's name<br>Address<br>Telephone number<br>Fax number<br>E-mail | | |
| Description of the Key Activities | | |
| | | |

# Current Contract Commitments

*[Complete this form and include it as part of your tender]*

| No. | Name of Contract | Employer's Contact (Address, Tel, Fax) | Contract Completion Date | Outstanding Contract Value | Remaining Contract Period in months |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

# Tender Security (Tender Bond)

*[The Tenderer's surety company should fill in this form in accordance with the instructions* in *[black italics]. It should be issued on their letterhead, showing their name and address.]*

Bond Number: *[insert bond number]*
Procurement Reference Number: *[insert procurement reference number]*

BY THIS BOND *[insert name of tenderer, which in the case of a joint venture shall be the name of the joint venture]* as Principal (hereinafter called "the Principal"), and *[insert name, legal title and address of surety]*, **authorised to transact business in Montserrat**, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert legal name of Employer]* as Obligee (hereinafter called "the Employer") in the sum of *[insert amount of Bond in figures]* (_____) *[insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Employer dated the *[insert date]*, for the execution of *[insert brief description of Works]* (hereinafter called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

(a) withdraws its Tender during the period of Tender validity specified in the Tender Submission Form; or

(b) having been notified of the acceptance of its Tender by the Employer during the period of Tender validity; (i) fails or refuses to execute the Contract Agreement, if required; or (ii) fails or refuses to furnish the Performance Security in accordance with the Tender Document;

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer's first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Tender Document or extended by the Employer at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this *[insert date]*.

| | |
|---|---|
| Principal: _____ | Surety:_____<br>Corporate Seal (where appropriate) |
| _____<br>(Signature) | _____<br>(Signature) |
| (Printed name and title) | (Printed name and title) |

# Tender Securing Declaration

*Company Name:* _____

*Address:* _____

*Email:* _____

Date:
Procurement Reference Number: *BUILTE/INFRA/2026/27-09*
The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Government Headquarters
Montserrat
MSR1110

Dear Sir/Madam

We understand that tenders must be supported by a tender securing declaration, which is a binding commitment to maintain our original tender, including prices, during the tender validity period and, if our tender is successful, to enter into a contract with the Government of Montserrat (GOM) on the terms of our tender.

We accept that if we:

- withdraw our tender during the tender validity period specified in the Tender Submission Form; or
- refuse to sign or perform the Contract, having been notified of the acceptance of our tender by GOM during the tender validity period;

this may be considered as the submission of false or misleading information and constitute grounds for initiating debarment procedures in accordance with Regulation 51(b).

We understand this tender securing declaration shall expire if we are not the successful tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful tenderer; or (ii) after the expiry of the validity of our tender.

| | |
|---|---|
| Signature | |
| Name of authorised signatory | |
| Position of authorised signatory | |
| Name of tenderer | |
| Date signed | |