Request for Quotation for *Structural Concrete Repairs to Brades Primary School*

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

Issued: *22nd October 2026*
Reference Number: *BUILTE/INFRA/2026/27-17*

GOVERNMENT PROCUREMENT SERVICES
MONTSERRAT

green connected & THRIVING
MINISTRY OF BUILDINGS, UTILITIES, INFRASTRUCTURE, LABOUR & TRANSPORTATION

P O BOX 344, BRADES, MONTSERRAT, W I

Tel: (664) 491-2521/2522 Fax: (664) 491-6659 E-mail: mcw@gov.ms

22nd October 2026

Dear Interested Bidders,

Request for Quotation for Structural Concrete Repairs to Brades Primary School

The Government of Montserrat, represented by Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation and Ecclesiastical Affairs, requests your quotation for Structural Concrete Repairs to Block C & D Reinforced Concrete Bridge and Construction of new steps.

The contract will be financed by GOM.

Procurement will be conducted under the request for quotation (RFQ) procedure as described in the Public Procurement Act 2025 and Public Procurement Regulations 2025. Participation is open to tenderers.

This RFQ document consists of the following sections:

- Section 1: RFQ Instructions
- Section 2: Evaluation and Qualification Criteria
- Section 3: Employer's Requirements
- Section 4: Contract
- Section 5: Quotation Forms

Interested tenderers should review the attached request for quotation document, which contains all instructions, information and templates required to prepare and submit a quotation.

The deadline for receipt of quotations is Friday 6th November 2026 12:00 PM

Please advise whether or not you intend to submit a quotation.

Yours sincerely,

Rawlson Patterson

Director PWD

GOVERNMENT PROCUREMENT SERVICES
MONTSERRAT

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Section 1 RFQ Instructions

General

1. Participation

Tenderers are required to meet the eligibility and qualification criteria listed in Section 2 Evaluation and Qualification Criteria

Tenderers may submit one quotation only.

2. Supplier 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 quotation.

Tenderers and suppliers 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.

3. Conflict of Interest

A quotation 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 specifications 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 quotation of another tenderer.

Tenderers must disclose any actual or potential conflict of interest in the Quotation Form. A tenderer may seek confirmation of whether a conflict of interest exists by contacting GOM at the address given in clause 5.

4. 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.

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.

https://www.caribank.org/about-us/corporate-governance/office-integrity-compliance-and-accountability/sanctioned-individuals-and-firms2"

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 sanctions regime:

- owners and 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 who is subject to sanctions.

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

Request for Quotations Document

5. Clarification of RFQ Document

A tenderer may request clarification of this RFQ document. Any request for clarification must be submitted in writing to Rawlson Patterson, Director of PWD at *pattersonr@gov.ms copied to daleyam@gov.ms* , no later than Friday, 30th October 2026.

6. Site Visit

A site visit will be held.

Date: Thursday 29th October 2026

Time: 10:00 AM

Location: Brades Primary School, Block C

Preparation and Submission of Quotations

7. Content of Quotations

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

- Quotation Form
- Quotation 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)
- Technical Quote
- Price Bill of Quantities
- *Lists of personnel and equipment*

The quotation must be prepared in English, using the forms provided in Section 5 Quotation Forms. Where a quotation is handwritten, it must be clearly legible.

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

8. Prices

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

Prices must be quoted for all the items of works in the Bill of Quantities in relevant forms in Section 5

9. Validity

All quotations must be valid for 90 days from the date of the quotation submission deadline. During this validity period, tenderers must maintain their original quotation, including prices, without any modification or withdrawal.

10. Signing of Quotations

The quotation 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 Quotation Form.

The tenderer must sign at least the Quotation Submission Form, Technical Quote and Bill of Quantities. Failure to sign these documents may result in rejection of the quotation.

Any correction made to a quotation must be initialled by the person signing the quotation.

11. Submission of Quotations

Quotations may be either:

- submitted in hard copy to Permanent Secretary, Ministry of BUILTE, P.O. Box 344, Brades, Montserrat, MSR 1110
  or
- uploaded electronically to https://mytenders.co.uk/.

Where a quotation is submitted in hard copy, it must be sealed within inner and outer envelopes and marked in accordance with the following instructions:

The inner envelope must be marked as follows:

To: Chairperson, Departmental Procurement Committee

Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation & Ecclesiastical Affairs

Name of tenderer

Address of tenderer

BUILTE/INFRA/2026/27-17

The outer envelope must be marked as follows:

To: Chairperson, Departmental Procurement Committee

Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation & Ecclesiastical Affairs

BUILTE/INFRA/2026/27-17

DO NOT OPEN BEFORE Friday 6th November 2026

To submit a quotation 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 quotation.

12. Quotation Deadline

Quotations must be received by GOM no later than:

Date: Friday 6th November 2026

Time: 12:00 PM.

All quotations received after the deadline will be rejected.

Evaluation of Quotations

13. Evaluation of Quotations

Quotations will be evaluated in three stages, applying the criteria listed in Section 2 Evaluation and Qualification Criteria to determine the lowest priced quotation that meets GOM's needs:

- a preliminary examination to determine whether quotations are substantially responsive to the requirements of this RFQ document, have been properly signed and are generally in order and whether tenderers meet the eligibility and qualification criteria listed in Section 2 Evaluation and Qualification Criteria;
- a technical evaluation to determine whether quotations meet the technical requirements of this RFQ document without material deviation; and
- a financial evaluation to compare prices and determine the lowest priced, substantially responsive quotation.

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

14. Substantial Responsiveness

A quotation is considered to be substantially responsive if it conforms to all the terms, conditions and specifications of the RFQ 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 quotation 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 RFQ document; or
- errors or oversights that can be corrected without touching on the substance of the quotation.

15. Confidentiality

Information relating to the evaluation of quotations 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 20 or contract signature in accordance with clause 21.

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

16. Clarification of Quotations

GOM may request a tenderer to clarify its quotation 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 quotation, except to confirm the correction of arithmetic errors in accordance with clause 17.

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

17. Correction of Arithmetical Errors

GOM 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 quotation will be rejected.

18. Right to Accept or Reject Quotations

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

No negotiations shall take place with respect to any quotation.

Contract Award

19. Notification of Intention to Award and Standstill Period

Where the contract price is XCD 100,000 or above, following identification of the lowest priced quotation that meets GOM's needs, GOM will issue a notice of intention to award to all tenderers who submitted quotations. The notice will include details of the successful

quotation, including the proposed contract price. For unsuccessful tenderers, the notice will provide a brief explanation of why their quotation 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.

20. Debriefing and Right to Challenge

Any tenderer may request a debriefing on why its quotation was unsuccessful by contacting GOM at the address given on the request for quotations letter.

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 RFQ procedure or reject all quotations, in accordance with clause 18, may not be challenged.

21. Contract Signature

Following the expiry of the standstill period, if applicable, and confirmation that no challenge has been submitted, GOM will issue a contract to the successful tenderer.

The type of contract and applicable terms and conditions will be as shown in Section 4 of this RFQ document.

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

Section 2 Evaluation and Qualification Criteria

This section contains all the criteria that will be used to evaluate quotations and determine the lowest priced quotation that meets GOM's needs.

Preliminary Examination: Substantial Responsiveness

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

Criteria	Document or Information Required
Quotation is in English	All documents in English
Quotation signed by authorised person	Quotation Form, Technical Quote and Bill of Quantities signed. Name and position of person signing stated in Quotation Form.
Quotation contains all key documents including: • Quotation Form • Quotation Checklist • Tenderer Information Form • Valid Tax Compliance Certificate or equivalent • Supplier Code of Conduct • Labour Compliance Declaration • Technical Quote • Bill of Quantities • Lists of personnel and equipment	All documents listed are included. Signed copies of correctly worded Supplier Code of Conduct and Labour Compliance Declaration received (if required) Note that the absence of a correctly completed and signed Quotation Form, Technical Quote or Price Bill of Quantities) will result in the rejection of the quotation. Other missing documents or information may normally be obtained through a clarification request.
Correct quotation validity period	Correctly worded declaration in Quotation Submission Form
Tenderer accepts terms and conditions of RFQ document	Correctly worded declaration in Quotation Form
Quote priced in XCD	Correct currency in Quotation Form and Price Schedule

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
Tenderer is not insolvent, in receivership, bankrupt or being wound up; Tenderer's activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer; Tenderer is not the subject of legal proceedings for any of the matters above.	Declaration in Quotation 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 Quotation Form 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 quotation deadline.	Declaration in Quotation 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 Quotation Form

Tenderer, including: • owners and beneficial owners; • directors or officers; • persons having powers of representation, decision or control; and • subcontractors or key personnel; are not subject to applicable sanctions, as listed at https://www.fscmontserrat.org/sanctions/ or https://www.gov.uk/government/publications/the-uk-sanctions-list.	Declaration in Quotation Form

Preliminary Examination: Qualifications

No qualification criteria apply to this RFQ.

Technical Evaluation

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

Technical Criteria	Document or Information Required
Technical Quote is substantially responsive to the requirements in the Schedule of Requirements in Section 3	Technical Quote
Meets the required construction equipment	Equipment forms
Meets the required construction personnel	Personnel forms
Proposed completion period does not exceed the maximum completion period specified in Section 3	Information stated in signed Quotation Form

Financial Evaluation

GOM will (1) correct any arithmetic errors and (2) adjust quotation prices for any minor deviations, reservations or omissions. This will determine the evaluated price, based on the completed price of the works in accordance with Section 3 Employer's Requirements

The successful quotation will be the lowest priced quotation which is substantially responsive to the RFQ document.

Section 3 Employer's Requirements

Scope of Works

This RFQ is for the following works:

1.1 Project Overview & Objective

The works involve essential structural remediation and civil additions to the reinforced concrete structures adjoining the corridor of Blocks C & D at Brades Primary School. The primary objective is to restore the structural integrity of compromised concrete joints and construct safe pedestrian access steps.

1.2 Summary of Work Packages

The contractor shall provide all labour, materials, tools, equipment, temporary shoring, and safety measures necessary to execute the following work packages:

- Package 1: Preliminaries, Health & Safety
    - Mobilisation and demobilisation of plant, equipment, and temporary facilities.
    - Implementation of comprehensive site safety measures, pedestrian management (ensuring school safety), and temporary hoardings.
- Package 2: Structural Joint Remediation
    - Remediation of five (5) Slab-Column-Beam joints showing structural cracking or damage.
    - Remediation of five (5) Beam-Column joints showing structural cracking or damage.
    - Remediation of two (2) Cantilever Slab-Column-Beam joints showing structural cracking or damage.
- Package 3: Civil Infrastructure Additions
    - Construction of one (1) reinforced concrete access step assembly (8ft long x 2ft total rise) from the finished ground level to the existing concrete platform.

Completion Period:

The Employer anticipates that the Works will be completed within approximately 21 calendar days. Tenderers are required to state their proposed completion period in the Quotation Form, which must not exceed the Employer's anticipated number of days. Tenderers may propose a shorter completion period.

Construction Specifications

SECTION 1: TECHNICAL SPECIFICATIONS FOR STRUCTURAL CONCRETE REPAIRS

1.1 Materials & Products

All products used in the structural repair of concrete joints must meet or exceed the following performance standards:

- **Repair Mortar/Concrete:** Must be a proprietary, shrinkage-compensated, flowable micro-concrete with a minimum 28-day compressive strength of **40 MPa**. Approved products include **Sika Emaco S466**, **Fosroc Rendoc LAF**, or an engineer-approved equivalent.
- **Bonding Agent:** Structural epoxy resin bonding agent designed for bonding fresh concrete to cured concrete.
- **Rebar Treatment:** Active anti-corrosive primer or zinc-rich epoxy coating for exposed steel reinforcement.

1.2 Execution Methodology

The contractor must follow this strict 5-step engineering sequence for every joint repair:

1. **Propping and Shoring:** Install structurally rated temporary props and falsework to safely support dead and live loads before any concrete breakout begins.
2. **Hacking and Breakout:**
    - Mechanically hack out compromised, spalled, or cracked concrete until sound, un-carbonated concrete is reached.
    - Do not feather-edge repair zones; cut edges square to a minimum depth of 10mm.
    - Expose fully corroded rebars, breaking out concrete to achieve a minimum clearance of 20mm behind the reinforcement bars.
3. **Surface Preparation & Rebar Treatment:**
    - Grit-blast or mechanically wire-brush exposed steel rebars to remove all rust and scale.
    - Apply the anti-corrosive treatment to the clean rebar immediately to prevent flash rusting.
    - Saturate the concrete substrate with clean water (saturated surface-dry condition) and apply the epoxy bonding agent according to the manufacturer's instructions.
4. **Formwork & Doweling:**
    - Install structural dowels where reinforcing continuity is structurally required.

- Erect rigid, watertight, and securely braced formwork capable of texturally containing the flowable micro-concrete.

5. **Pouring & Curing:**
    - Mix and place the 40 MPa micro-concrete without interruption to avoid cold joints.
    - Keep formwork in place for the manufacturer's specified duration and cure the concrete using wet burlap or curing membranes to prevent shrinkage cracking.

SECTION 2: TECHNICAL SPECIFICATIONS FOR CIVIL WORKS (NEW STEPS)

2.1 Materials

- **Concrete:** Ready-mix or site-mixed concrete achieving a minimum compressive strength of **3000 psi** at 28 days.
- **Reinforcement:** Structural steel reinforcement bars, **1/2-inch diameter**, deformed high-yield steel.
- **Formwork:** Clean, straight timber or steel forms capable of producing clean exposed faces.

2.2 Dimensional Design & Geometry

The concrete steps must be constructed to the exact structural layout below:

- **Overall Length:** 8 feet.
- **Total Rise:** 2 feet.
- **Number of Risers:** 3 risers, built at an approximate height of 8 inches per riser.
- **Tread Width:** 2 feet per tread.

2.3 Placement & Reinforcement Execution

- **Subgrade Preparation:** Compact the ground beneath the step footprint thoroughly to prevent future settlement.
- **Steel Placement:** Install a reinforcement grid using the 1/2-inch diameter rebars spaced at **8 inches on-center (both ways)**. Elevate the grid using concrete spacer blocks to ensure a minimum 1.5-inch concrete cover.

Finishing: Vibrated concrete must be placed to eliminate honeycombs. Finish all exposed pedestrian faces smoothly, adding a light broom finish to the treads to provide a durable, non-slip surface

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 5.

Equipment	Unit	Capacity
Concrete Mixer movable	1	1.0 cu. m. capacity
Adjustable Steel Props	1 complete set	
Medium-duty pneumatic jack hammer	1	
Mechanical concrete vibrator	1	

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 5 to demonstrate how they meet these requirements.

Contractor's Personnel

Item No	Position	Academic qualifications	Minimum years of relevant work experience
1	Foreman		A competent person with 5 years demonstrated experience in structural concrete remediation. They will oversee the sequential propping, sign off on rebar cleanliness before pouring, and manage safety barriers.
2	Carpenter		A competent person with 3 years minimum experience on construction site work involving building rigid, airtight formwork and framing.
3	Steel Fixer		A competent person with 3 years minimum experience on construction site work involving installing structural dowels & rebar tying.
4	General Labour		Persons with 2 years minimum experience on construction site work involving manual hacking, debris removal, site clean-up and assisting trades.

Section 4 Contract

Contract Agreement

BUILTE/INFRA/2026/27-17

This Contract Agreement is made on the _____ day of _____, 2026 between the Government of Montserrat, represented by _____ of _____ (hereinafter referred to as "GOM") and _____ of _____ (hereinafter referred to as "the Contractor"), each a party and together the parties.

WHEREAS GOM has a need for Structural Concrete Repairs to Block C & D Reinforced Concrete Bridge and Construction of new steps and the Contractor has offered to complete the Works.

NOW, THEREFORE the parties agree as follows:

1. The Contractor agrees to complete the Works and to remedy any defects therein in accordance with the provisions of the Contract.
2. GOM 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
    - Quotation Form
    - Conditions of Contract
    - Employer's Requirements
    - Priced Bill of Quantities
    - Method statement
    - Construction schedule with mobilisation

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:

General Conditions of Contract

1. Definitions

In this Contract:

“Activity Schedule” means the priced and completed Activity Schedule to complete the Works in a Lump Sum contract.

“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” means the priced and completed Bill of Quantities forming part of the Quote in an Admeasurement Contract.

“Construction Specifications” means the specifications of the Works included in the Contract as approved by the Employer.

“Contract” means the agreement entered into between the Employer and the Contractor and all documents forming part of the Contract as listed in the Contract Agreement.

"Contract Price" means the accepted Contract amount as indicated in the Notice of Acceptance.

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

“Completion Period” means the agreed time plus within which the Contractor shall complete all the Works: 21 days

“Day” means calendar day.

"Defects” means any part of the Works identified as defective in accordance with the Employer’s Requirements that should be rectified within a period specified in a notice set forth in clause 8.

“Drawings” means the drawings of the Works, as included in the Contract, and any drawings issued by the Employer 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 health and safety, if any, that the Contractor must follow in completing the Contract.

“Employer’s Representative” means the Engineer assigned by the Employer to supervise the execution of the Works and administer the Contract: Andre Daley

“Equipment” is the Contractor’s equipment brought temporarily to the Site to construct the Works.

“In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

“Language” means the language of the Contract which is English.

“Law” means the laws in Montserrat.

"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 Employer's Representative.

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

"Notice" means any notice given by one party to the other, which shall be in writing and may be deemed received within 24 hours if delivered by email or within 72 hours if delivered by post or in person.

"Site" means the area or location where the Works are performed defined as: Blocks' C & D at the Brades Primary School.

"Start Date" means the start date of the Contract which shall be no later than 14 days following contract signing.

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

2. 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. Each party shall be responsible for using the information solely for the purposes of the Contract, within the Law and in accordance with any written agreement by the parties.

3. 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 Employer or its representative, 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.

4. Obligations of the Employer

The Employer shall 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 the Site to the Contractor, within 14 days from contract signing.

The Employer shall appoint its representative with responsibilities defined in clause 1.

The Employer shall pay the Contractor any amount reasonably incurred as a loss by the Contractor, if caused by an event beyond the control of the Contractor, and such event is confirmed attributable to either the Employer, its representative or employee. This shall always be agreed in writing by the parties.

The Employer may extend the completion period for a specified number of days, or suspend the progress of the Works, as agreed in writing, for a reasonable cause except for "force majeure".

The Employer may issue an amendment to the Contract in writing with prior consultation with the Contractor.

5. 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 staff also respect and abide by all such laws and regulations.

The Contractor, including any its 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/.

The Contractor shall comply with the Montserrat Labour Code, 2012 and subsidiary regulations.

The Contractor shall execute the Works from the Start Date and complete them within the completion period in accordance with the Employer' Requirements.

The Contractor shall allow the Employer's Representative to inspect the Site and any place where work is being carried out or is intended to be carried out under the Contract. The Contractor shall carry out all instructions issued by the Employer's Representative and comply with the Law.

The Contractor shall keep and shall make all reasonable efforts to cause its employees or agents to keep, accurate and systematic accounts and records in respect of the Works. The Contractor shall permit these accounts or records to be audited by the Employer or its representative.

6. Insurance

From the start date until the completion of the Works, the Contractor carries the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment).

The Contractor shall provide after the start date an all-risk insurance cover in the joint names of the Employer and the Contractor, from the start date to the date of completion of Works

for the risks the Contractor shall carry. This insurance shall not be less than one hundred fifty percent (150%) of the Contract Price with a maximum deductible of 10% of the amount of cover.

7. Payment

The Contractor shall pay taxes in Montserrat.

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

No advance payment shall be made.

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

In case the Employer delays payment, the Contractor shall be paid interest for each day of delay at the prevailing borrowing rate published by the Bank of Montserrat.

Prices shall be fixed and not adjustable for the duration of the Contract.

If determined by the Employer's Representative that the Works are delayed beyond the completion period, the Employer shall deduct from the monthly statement liquidated damages equal to one percent (1%) of the Contract Price for each day of delay, up to a maximum deduction of 30 days. Where the delay exceeds 30 days, the Employer reserves the right to terminate the Contract.

8. Termination of Contract

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 14 days when no stoppage of work has been authorised by the Employer;

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

(c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 45 days of the date of the payment certificate;

(d) the Contractor is in default of the Contract as determined by the Employer's Representative because they wholly or partially suspend carrying out the Works without reasonable cause;

(e) the Contractor, in the judgment of the Employer, has engaged in prohibited practices, in competing for or in executing the Contract, then the Employer may, after giving seven (7) days written notice to the Contractor, terminate the Contract and expel him from the Site; or

(f) the Contractor is subject to sanctions or will violate sanctions in performing the Contract.

If the Contract is terminated because of a fundamental breach by the Contractor, the Employer's Representative shall determine the value of the work done, less any loss to the Employer. The Contractor shall be paid outstanding monies corresponding to the Works completed prior to termination, less the loss to the Employer, as calculated by the Employer's Representative.

The materials and any equipment on the Site shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's breach.

9. Finishing the Contract

When the Employer's Representative determines that the Works are substantially completed, the Contractor shall request the Employer to conduct a joint inspection of the completed Works. Within 3 days after inspection, the Employer shall issue the Contractor a notice with a list of Defects, if any, for the Contractor to rectify the Defects within a period of no more than 30 days.

Once the Defects have been rectified, the Employer shall within 3 days issue a certificate of completion with an instruction for the Contractor to submit the final payment certificate. Within 45 days of submission of the final payment certificate, the Employer shall pay the Contractor the final payment less any outstanding monies owed by the Contractor.

10. 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.

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

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
11. Definitions
The Engineer is: Andre Daley The Intended Time for Completion is: 21 days The Site is: Block C & D at the Brades Primary School The Start Date is: To be determined The Works are: Structural concrete repair work to bridge and construction of new step
12. Notice
The Employer's address shall be: Ministry of BUILTE, Brades, Montserrat. The Contractor's address shall be: To be confirmed The Engineer's address shall be: Ministry of BUILTE, Brades, Montserrat.
13. Engineer's Decision
Without prejudice to the power of the Engineer to make decisions, the Employer limits this responsibility on the following: • Approval of change that exceeds 25% of the Contract Price; • Extension of intended time for completion of more than 60 days; • Change of design/drawings that impact on the Contract Price; • Approval or replacing any of the project supervision team; • Approval of Contractor's account following Termination in accordance with GCC clause 41; • Termination of contract as defined in GCC clause 41, and • Any issues that impact on the Employer's responsibilities relating to the environmental, social, health and safety (ESHE) of the project areas. In these cases, the Engineer's responsibility shall be recommendatory, and the Employer shall approve each case.
14. Obligations of Employer
The Employer shall give the Contractor possession of site within 14 days following signature of contract.
Obligations of the Contractor
15. 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

16. Performance Security

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

17. 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. (*Delete if not applicable)*

18. Cost Control

The contract is *an admeasurement contract with a Bill of Quantities.*

19. Environmental, Social, Health and Safety (ESHS)

The Project areas are*: Block C & D Brades Primary School*

Payments

20. Price Adjustment

Price adjustment shall not be applicable.

21. 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.

22. Advance Payment

Advance Payment (AP): 15% of Contract Price 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
23. 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.
24. Payment Upon Termination
Percentage to apply to the value of work not completed: 15%

Section 5 Quotation Forms

Tenderers must use these forms to prepare their quotations, in accordance with clause 7 of the RFQ Instructions.

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

Quotation Form

Company Name: _____

Address: _____

Email: _____

Chairperson, Departmental Procurement Committee

Ministry of Buildings, Utilities, Infrastructure, Labour,

Transportation & Ecclesiastical Affairs

Brades

Montserrat

Dear Sir/Madam

Quotation for Structural Concrete Repairs to Blocks' C & D at the Brades Primary School

We, the undersigned, offer to supply *Structural Concrete Repairs to Blocks' C & D at the Brades Primary School* to Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation & Ecclesiastical Affairs in accordance with your RFQ document referenced *BUILTE/INFRA/2026/27-17*.

We declare that:

- we accept the terms and conditions of the above referenced RFQ 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 procurement process; *[edit where required and disclose any actual or potential conflict of interest]*
- we, including any subcontractors, meet the eligibility criteria listed in Section 2 of the RFQ document;
- we have no subcontractors *[or]* we will use the following subcontractors; *[delete whichever statement is not applicable and add details of subcontractors and the works they will perform where relevant].*

The total price of our quotation is EC$_____

(words)_____

_____

We propose to complete the Works within _____ calendar days from the Start Date and confirm that this period does not exceed the Employer's anticipated completion period specified in Section 3 – Employer's Requirements.

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

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

We understand that this quotation, together with your written acceptance of it, will constitute a binding contract between us.

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

Quotation Checklist

[This form provides a checklist for preparation of your quotation. Complete it and include it as part of your quotation. This checklist is intended to assist you to prepare and submit a compliant quotation, but does not form a material part of the quotation.

Failure to submit a correctly completed and signed Quotation Submission Form, Technical Quote and Price Bill of Quantities or Price Activity Schedule may result in the rejection of your quotation. Other missing 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?	
• Quotation Form	☐
• Quotation Checklist (this form)	☐
• Tenderer Information Form(s) and any supporting documents	☐
• Supplier Code of Conduct (unless registered)	☐
• Labour Compliance Declaration (unless registered)	☐
• Technical Quote and any additional technical information	☐
• Price Bill of Quantities	☐
• Any other documents listed in clause 7 of the RFQ Instructions	☐
Has an authorised person signed the quotation?	☐

GOVERNMENT PROCUREMENT SERVICES
MONTSERRAT

Tenderer Information Form

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

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.]

For all tenderers	
Name of tenderer	
Are you registered with Government Procurement Services (GPS)? 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 ☐

GOVERNMENT PROCUREMENT SERVICES MONTSERRAT

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	

Technical Quote

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

- Site Organisation
- Method Statement
- Construction Schedule with mobilisation
- Contractor's Equipment
- Proposed Personnel
- Proposed Subcontractors (if any)

Price Bill of Quantities

[Complete this form and include it as part of your tender. Ensure that it is signed by an authorised person. All items of works in the Bill of Quantities must be filled out by Tenderer)

Name of tenderer	
Procurement reference number	
Currency of tender	Eastern Caribbean Dollars (XCD)

Price Bill of Quantities (Admeasurement Contract)

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	

Proposed Personnel

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

NOTE

All titles of positions are listed in Section 3 (Employer's Requirements).

Personnel Data Sheet (PDS)

[Complete one form for each position and include them as part of your quotation. 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 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

Summarise 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 Quote.

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

a) be taken into consideration during quote evaluation;

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

c) result in my dismissal from the Contract.

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

Signature: _____

Date (day month year): _____

Countersignature of authorised representative of the Tenderer:

Name of authorised 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 quotation. The Tenderer shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 3 (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 ☐ 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	