

# GOVERNMENT OF MONTSERRAT



## REQUEST FOR QUOTATION (RFQ) FOR CONSTRUCTION OF REINFORCED CONCRETE ROAD AT DUCK POND – **SECTION C**

February 2024



**MINISTRY OF AGRICULTURE, LANDS, HOUSING AND THE ENVIRONMENT**

**P.O. Box 272**

**Brades**

**Montserrat**

**West Indies**

**Tel: (664)-491-2546/2075/3529**

**Fax: (664)-491-9275**

**E-Mail: [malhe@gov.ms](mailto:malhe@gov.ms)**

**Our Ref: ALHE/HU/24/12**

05<sup>th</sup> February 2024

**RFQ for the Construction of Reinforced Concrete Road at Duck Pond - Section C**

Interested bidders are invited to submit a Quotation for the Construction of Reinforced Concrete Road at Duck Pond, Montserrat – Section C.

The RFQ pack consist of the following documents:

1. Instruction to Bidders
2. Guidance Notes
3. Scope of Description of Works
4. Evaluation Criteria
5. Form of Quotation
6. Anti-Collusion Statement
7. Bill of Quantities
8. Quotation Checklist
  - Appendix A – Form of Agreement
  - Appendix B - General Specifications
  - Appendix C - General Condition of Contract

Bidders are to please read the instructions before completing and submitting quotes. Failure to read and follow the information within the Instructions to Bidders may result in quotations being deemed non-compliant and rejected.

If a Site Visit is required, please contact the Ministry of Agriculture on telephone **(664) 491-2546** to allow the accommodation of your request.

Any queries relating to the quotation or works included should be made in writing to Mrs. Beverley Mendes, Permanent Secretary at [mendesb@gov.ms](mailto:mendesb@gov.ms) no later than **4:00pm Thursday, 08<sup>th</sup> February 2024.**

Quotations are to be received no later than **2:00 pm on Monday, 12<sup>th</sup> February 2024.**

Quotations will be opened at **2:30 pm on Monday, 12<sup>th</sup> February 2024.**

Hard copies of this RFQ can be obtained from the Main Office at the Ministry of Agriculture in Brades.

## 1. INSTRUCTIONS TO BIDDERS

This Request for Quotation is for **LOCAL BIDDERS (only)**.

### Submitting a Quote

There is one (1) **OPTION** available for submitting a Bid:

1. **Hard copies can be submitted by hand – Please follow the instructions set out below:**

#### Submitting a hard copy of your Quotation:

- You will need two plain envelopes for the Quotation submission. You must follow these instructions, failure to do so may result in the bid being non-compliant and not considered any further.

#### Envelope 1.

Follow the steps written below:

1. Write the name of the bidder (Bidder, Supplier) on this envelope.
2. Write the name of the project and the address on the envelope as written below:

Bidder Name (Your Company Name (if applicable or your Name)

**RFQ for the Construction of Reinforced Concrete Road at Duck Pond - Section C**

Permanent Secretary

Ministry of Agriculture, Lands, Housing & the Environment

P.O. Box 344, Brades, Montserrat, MSR1110

3. Now put this envelope into another plain envelope (Envelope 2.)

#### Envelope 2

Continue following the steps below:

4. Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for Quotation return.

**RFQ for the Construction of Reinforced Concrete Road at Duck Pond - Section C**

Permanent Secretary

Ministry of Agriculture, Lands, Housing & the Environment

P.O. Box 344, Brades, Montserrat, MSR1110

**\*NB: Envelope 2 must not have the Bidders name on it or any other markings.**

Envelopes are to be taken to the top floor of the Ministry of Agriculture, Lands, Housing & the Environment where the Bidder would place their Quotation in the Tender Box and be given a receipt after this is completed.

**Late quotations will not be accepted and if inadvertently accepted, will not be considered.**

## 2. GUIDANCE NOTES

1. The Contract conditions adopted for this project will be the Montserrat General Conditions of Contract.
2. Bidders are to submit the documents listed under **Quotation Checklist**. Failure to fully submit these documents **will** lead to their bid becoming non-compliant and rejected.
3. The bidder must submit a valid Tax Compliance Certificate from Inland Revenue along with the bidding documents. In the case of a sole trader, the tax compliance certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the tax compliance certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company". It is therefore incumbent on the bidder to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Quotations received with improper tax compliance certificates would be rejected.
4. All works undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project, (while non-residents are liable to a 20% Withholding Tax deduction from the gross amount). Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information, please contact Montserrat Customs & Revenue Service (MCRS) via email at [irev@gov.ms](mailto:irev@gov.ms).
5. The Bidder will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.
6. Bidders are required to provide all documents or information requested as part of the Quotation.
7. Bidders will be expected to contact the utility companies to ensure that the proposed works do not disrupt any of the services. Bidders are responsible for repairing any damages incurred to any of the utilities during the completion of the works. **If this is applicable.**

8. All bids will be arithmetically checked; any errors will be brought to the Bidder's attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
9. Bidders are not allowed to submit alternative quotations.
10. The Employer is not bound to accept the lowest quotation and has the right to accept and reject any quotation.

### 3. SCOPE & DESCRIPTION OF WORKS

The winning Bidder will work with the Ministry to undertake the following tasks and all related activities necessary to ensure the implementation of the Works in a cost effective and timely manner, to include:

#### 1. Construction of Reinforced Concrete Road Pavement

### 4. EVALUATION CRITERIA

The following evaluation criteria will be used to evaluate quotations received in response to this Invitation to Quotation. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that bids would be deemed Non-compliant. Subsequent to passing the Administrative Compliance **quotes must achieve a minimum score of 60% of the technical criteria to be considered for award of contract.**

Criteria Description	Weight (marks)
Administrative Compliance (submission of all required documents)	PASS/FAIL
<b>Technical Criteria</b>	
Technical Compliance & Experience	60
<b>Cost Proposal</b>	
Price	40
<b>TOTAL</b>	<b>100 marks</b>

#### 4.1 Administrative Compliance (Pass/Fail)

Bidders must submit all the documents requested below.

- Completed & Signed Form of Quotation (**Including time for commencement and completion**)

- Completed Bill of Quantities
- A valid Tax Compliance Certificate
- Details of Contractor Experience

This fulfils the Administrative Compliance component of the evaluation criteria. If **all** the above requirements are fulfilled, then the bidder would move onto the other evaluation criteria. If any of the above-mentioned items are not submitted, then the quotation would be deemed non-compliant and rejected.

**4.2 Technical Compliance and Experience (60 Marks)**

Prospective Bidders need to provide details of at least two (2) previous contracts completed within the past fifteen (15) years of a similar nature to the scope of works of this quotation with a value of a minimum \$20,000.00 for material and labour and a minimum value of \$8,000 for labour only. These details should include but are not limited to the following; the entity or person for which the work was completed, contact information for the entity or person, the value of the works, the location of the works. In addition, the prospective bidders can submit award letters for works in lieu of the above-mentioned information. The percentage for this criterion will be calculated proportionately in comparison to other submissions from Bidders.

Start Date or Date of Award	Description of Works	Name of Client	Price of Contract	Date Completed

**4.3 Price (40 marks)**

The quoted price is a significant factor and the Government of Montserrat will seek to ensure that the services are provided at the most economically advantageous price. However, there are other factors, which comprise the assessment criteria, and these will be considered proportionately. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from the quotation. Government of Montserrat is not bound to accept the lowest or any quotation.

**5. FORM OF QUOTATION**

Permanent Secretary  
Ministry of Agriculture, Lands, Housing and the Environment  
Brades  
Montserrat, MSR1110

Dear Madam

**RFQ for the Construction of Reinforced Concrete Road at Duck Pond – Section C**

I/We the undersigned undertake to construct and complete the above Works in accordance with the General Conditions of Contract, Specifications for the sum of:

EC\$ .....

(words).....

.....

If my/our quotation is accepted, I/We undertake to commence the Works within \_\_\_\_ **days** from the date of receipt by me/us of the official order and complete the works within \_\_\_\_ **days** from the date of receipt by me/us of the official order.

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

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

Name.....

Signed.....

Name of firm.....

Address.....

.....

Tel. nr.....

Fax nr.....

Date.....

Email.....

6.

**GOVERNMENT OF MONTSERRAT**

**QUOTATIONSUBMISSION ANTI-COLLUSION CERTIFICATE**

I/WE CERTIFY THAT THIS QUOTATIONIS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE QUOTATIONBY OR UNDER OR IN ACCORDANCE WITH ANY AGREEMENT OR ARRANGEMENT WITH ANY OTHER PERSON. I/WE ALSO CERTIFY THAT WE HAVE NOT AND I/WE UNDERTAKE THAT WE WILL NOT BEFORE THE AWARD OF ANY CONTRACT FOR THE WORK:

DISCLOSE THE QUOTATIONPRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE QUOTATIONTO ANY OTHER PARTY (INCLUDING ANY OTHER COMPANY OR PART OF A COMPANY FORMING PART OF A GROUP OF COMPANIES OF WHICH I AM/WE ARE A PART OF) NOR TO ANY SUB-CONTRACTOR (WHETHER NOMINATED OR DOMESTIC) NOR SUPPLIER (WHETHER NOMINATED OR DOMESTIC) OR ANY OTHER PERSON TO WHOM SUCH DISCLOSURE COULD HAVE THE EFFECT OF PREVENTING OR RESTRICTING FULL COMPETITION IN THIS QUOTATIONING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM QUOTATIONING, THAT THEY SHALL WITHDRAW ANY QUOTATIONONCE OFFERED OR VARY THE AMOUNT OF ANY QUOTATIONTO BE SUBMITTED OR OTHERWISE COLLUDE WITH ANY PERSON WITH THE INTENT OF PREVENTING OR RESTRICTING FULL COMPETITION

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER QUOTATIONOR PROPOSED QUOTATIONFOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT I), II) OR III) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER QUOTATIONFOR THIS CONTRACT BY ANY OTHER PARTY.

I/WE FURTHER CERTIFY THAT THE PRINCIPLES DESCRIBED ABOVE HAVE BEEN, OR WILL BE, BROUGHT TO THE ATTENTION OF ALL SUB-CONTRACTORS, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE QUOTATIONAND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONTRACTORS, SUPPLIERS OR ASSOCIATED COMPANIES WILL BE MADE ON THE BASIS OF COMPLIANCE WITH THE ABOVE PRINCIPLES BY ALL PARTIES.

I/WE ACKNOWLEDGE THAT ANY BREACH OF THE FOREGOING PROVISIONS SHALL LEAD AUTOMATICALLY TO THIS QUOTATIONBEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS.THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY QUOTATIONRECEIVED IN CONFIDENCE BUT RESERVES THE RIGHT TO MAKE THE SAME AVAILABLE TO ANY OTHER FUNDING ORGANISATION OR STATUTORY REGULATORY AUTHORITY EITHER HAVING JURISDICTION OVER THE WORKS OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS QUOTATION.

IN THIS CERTIFICATE, THE WORD ‘PERSON’ INCLUDES ANY PERSONS AND ANY BODY OR ASSOCIATION, INCORPORATED OR UNINCORPORATED; ANY AGREEMENT OR ARRANGEMENT INCLUDES ANY TRANSACTIONS, FORMAL OR INFORMAL AND WHETHER LEGALLY BINDING OR NOT; AND ‘THE WORK’ MEANS THE WORK IN RELATION TO WHICH THIS QUOTATIONIS MADE.

SIGNATURE..... IN CAPACITY OF .....

DATE.....2024

DULY AUTHORISED TO SIGN QUOTATIONS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM.....

FULL POSTAL ADDRESS.....



## 7. BILL OF QUANTITIES

<b>Tender for Construction of Reinforced Concrete Road in Duck Pond Section C 70m L x 4.2m W</b>					
Item	Description	Units	Quantity	Rate	Total
<b>1.01</b>	<b>Preliminaries</b> Include for contractor's mobilization and employee's insurance. Contractor shall be responsible	Item	1.0		
2.01	<b>Health and safety</b> In accordance with the labor regulations the works shall be carried out in a manner that is safe to all employees on site and to the general public. Hence all employees shall be attired with high visibility vest, hard hats and enclosed footwear provisions shall be made for all employees to wear safety goggles where necessary	Item	1.0		
<b>3.00</b>	<b>Reinforced Concrete Road in Duck Pond</b>				
3.01	Supply and place No.66 BRC fabric into form prior to placing concrete; include for BRC tension laps at minimum 305mm	m <sup>2</sup>	300		
3.02	Supply and place 150mm (6"-8") thick in-situ concrete to comply with 3000 psi@ 28days for construction of reinforced concrete slab. Freshly placed concrete shall be poker vibrated and shall be broom finished and covered with polyethylene sheeting.	m <sup>2</sup>	300		
<b>4.00</b>	<b>Formwork</b>				
4.01	Supply and place 1"x6" formwork with the necessary shoring; also include for the supplying and placing 1"x4" timber expansion joint at every five meters interval.	Item	1.0		
<b>5.00</b>	<b>Quality Control</b>				
5.01	Provision for compaction testing, aggregate and concrete testing.	P. Sum			\$1,500.00
<b>Total value to Form of Quotation</b>					

**8. QUOTATION CHECKLIST**

Project Title: **Quotation for the Construction of Reinforced Concrete Road at Duck Pond - Section C**

Date scheme advertised: **Monday, 05<sup>th</sup> February 2024**

Clarifications Deadline: **Thursday, 08<sup>th</sup> February, 2024**

Quotation Deadline Date: **Monday, 12<sup>th</sup> February 2024**

Quotation Deadline Time: **2:00 pm (Eastern Caribbean time)**

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

- 1. Signed Form of Quotation (Including Commencement & Completion Time)
- 2. Signed Anti-Collusion Statement
- 3. Valid Tax Compliance Certificate (if Locally based)
- 4. Bidder's Cost Proposal
- 5. Details of Experience (similar Contracts in the past ten (10) years)

.....  
Signed on behalf of Bidder

.....  
Date

**APPENDIX A**

**FORM OF AGREEMENT  
ISLAND OF MONTSERRAT**

THIS AGREEMENT made the ..... between the Permanent Secretary, Ministry of Agriculture, Lands, Housing and the Environment for the Government of Montserrat (hereinafter called "The Employer") of the one part and ..... (hereinafter called "The Contractor) of the other part.

The Employer is desirous that the **Construction of Reinforced Concrete Road at Duck Pond - Section C** should be carried out in the ..... area, and has been accepted by the contractor with ..... **EC\$**..... being the amount to carry out the works according to the schedule and specifications outlined in the contract document.

**NOW THIS AGREEMENT IS MADE AND WITNESSED AS FOLLOWS:**

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

- a) The Instructions to Bidders
- b) The Scope of Works
- c) Technical Specifications
- d) General Conditions of Contract
- e) Signed Anti-Collusion Statement

In consideration of the payments to be made by the Employer to the Contractor, the Contractor agrees to carry out and complete the Works in accordance with the provisions of the Contract.

The Employer agrees to pay the Contractor, in return for the works complete, the Contract Price at the time and in the manner prescribed in the Contract.

Signed .....  
Contractor

Signed .....  
Employer

Signed .....  
Witness

**APPENDIX B****GENERAL SPECIFICATIONS****1.0 GENERAL WORKS****1.01 Workmanship**

All workmanship shall be in accordance with current good practice and shall be fit for their purpose.

**1.02 British Standards**

BS references in this specification are to current British Standard Specifications.

**1.03 Manufactured Materials**

Strictly observe all manufacturers' instructions. Ensure that the manufacturers' instructions are available at the site. Incompatible materials shall not be mixed (for example, metric and imperial drainage systems). Where proprietary materials are specified on the drawing, the phrase "or equal approved" shall be deemed to be included.

**1.05 Accuracy**

Work within dimensional limits that are suited to the structural stability and final appearance of the works taking account of the need for a good fit for prefabricated components.

**1.06 Inspections**

Give notices in respect of any work that must be inspected before covering up and do not cover up until inspections have been carried out. Such work includes pipe work, drains and structural elements, e.g., foundations, ground slab and reinforcement for concrete.

**1.07 Scaffolds**

Properly constructed scaffolds shall be provided for all work that cannot be done safely by workmen standing on permanent or solid construction, except when such work can be done safely on ladders. All such scaffolds shall be substantially constructed, to support at least four times the maximum load and shall be secured to prevent swaying.

Roof brackets, roof scantling, crawling boards and similar forms of support shall be substantial in construction and securely fastened in place when in use.

Planks used in the construction of stationary scaffolds shall not be less than 2" nominal thickness. Where such planks overlap at the ends, the overlap shall be not less than 6". Planks shall be placed so that they cannot tip under the weight of the worker at any point.

Nails used in construction of scaffolds shall be of ample size and length to carry loads they are intended to support and all nails shall be driven full length. No nails shall be subject to direct pull.

Barrels, boxes or other similar unstable objects shall not be used as supports for planking intended as scaffolds or places of work.

No materials or equipment other than required (for present use) by the workers shall be placed on scaffold platforms.

## **2.00 Carpentry & Joinery**

Generally

Comply with BS 5268: Parts 2 and 3

### **2.01 Timber and Plywood**

All timber and plywood is to be clean, sound, merchantable, properly seasoned timber, free from any defects making it unsuitable for its function in the Works. Unless otherwise, Grade No.1 or No.2 to NGRDL rules. Each piece of timber shall be marked with the grade and species. Plywood is to be American construction and industrial A-C or B-C grade sanded plywood, marked "APA: A-C (or B-C) exterior."

### **2.02 Preservative**

Timber and plywood are to be pressure impregnated with copper/chrome/arsenic (CCA) solution to BS 4072. After cutting or machining, brush on preservative in two applications to cut surfaces.

### **2.03 Fastenings**

All fastenings are to be galvanized or zinc plated.

### **2.04 Doors**

A specialist manufacturer shall construct doors. Timber shall be specially selected for straightness and is to be well seasoned, mortised and tenon, glued and wedged or pinned together when being fabricated. Plywood faced doors shall be glued and pressed to the framework and suitably dressed and finished with lipped stiles for internal doors.

### **2.05 Door and Window Frames**

Where not otherwise specified, frames should be fixed to all sides of openings at not more than 12" centres. Fixtures are to consist of built-in cramps, plugs and anchorages at least 2" deep into the adjacent structure.

## **3.00 5.01 Ironmongery**

Provide and fix all screws, nails, bolts, washers, galvanized wall ties, metal flashings etc. to complete the contract.

## **4.00 Finished Hardware**

The Contractor shall supply and install all operating gear, finished hardware locking devices and similar appliances.

Hardware for aluminum windows shall be supplied as part of the window assembly.

Locksets and latch sets shall be as secure and fit for their intended purposes. Locks must be provided with two keys.

## **5.00 PAINTING**

### **5.01 Preparation**

Clean down all new and existing surfaces and brush off all loose and flaky paint before commencing decoration.

Remove any oil or grease spots with white spirit. Apply fungicide treatment to existing surfaces where necessary. All surface-fixed hardware, fittings etc., except hinges shall be removed before painting/re-painting and re-fixed on completion.

Surfaces of wood to be painted shall be filled as required at no more than 1/8" per layer, each layer being dried in between.

## **6.00 Materials**

All painting materials and colours shall be selected or approved by the Project Architect.

Samples of all colours shall be submitted to the Project Architect for approval. Undercoats shall be flat and of the approved colour. All paint, when approved, is to be ordered in one batch to ensure the matching of colours.

Paint shall be latex based for all wood and concrete surfaces except where otherwise specified.

### **6.01 Mixing**

All paint shall be properly mixed and strained free from skins and loose particles before application.

### **6.02 Painting**

All paints to be used on this project shall free from skins, etc. Paints shall be lead and mercury free. Colours will be specified on site. All surfaces to be painted are to be free from oil, rust, dust, chalking and any other deleterious materials or conditions.

Woodwork generally: To all woodwork apply one coat primer (other than pre-finished woodwork/joinery) and two coats gloss paint.

**APPENDIX C      General Conditions of Contract**

**GOVERNMENT OF MONTSERRAT**

**GENERAL CONDITIONS**

**OF**

**CONTRACT**

## **GENERAL CONDITIONS**

### **1 Definitions**

- a) The "Contract" means these General Conditions together with the Specification drawings and includes the contract agreement
- b) The "Employer" means the Government of Montserrat
- c) The "Engineer" means a duly authorized representative of the Employer
- d) The "Contractor" means the company appointed to carry out the works
- e) The "Colony" means the colony of Montserrat
- f) The "Site" means the lands and/or other places on under or through which Works are to be carried out
- g) The "Works" means the works to be executed in accordance with this Contract as described in the Specification
- h) The "Language" of the Contract shall be English
- i) The "Law" applicable to the Contract, shall be the Laws of Montserrat

### **2 Contract Document - Priority**

- 1) Contract Agreement
- 2) The Drawings
- 3) Specifications
- 4) Conditions of Contract
- 5) Any other document forming part of the Contract

### **3 Extent of Contract**

The Contract comprises of the construction and completion of all Works described in the Specifications, Drawings and Bill of Quantities and to supply all necessary labor, plant and temporary works to complete the described works together with such materials as are required by the Specifications.

### **4 Power to Vary or Omit**

- a) The Employer reserves the right to vary from time to time during the progress of the works, the Specifications or Drawings and shall in writing, notify the Contractor of such variation. If the instructions are given orally, they shall, within two days be confirmed in writing by the Engineer, in the event of any such variation involving an alteration in the cost, or in the period required for completion an agreed revision of contract price and/or time of completion may be made, any such alterations should be deemed part of the Contract.



- b) No variation, alteration or addition to the work indicated in the Specification and/or Drawing shall be made unless the written instruction of the employer has been obtained.

## **5 Assignment of Contract**

- 1) The Contractor shall remain responsible to the Employer for workmanship and manner of workmanship defaults and neglects of any sub-contractor or agent or workman employed by him.

## **6 Supply Materials**

- 1) The Contractor shall within the agreed contract price, supply such materials as required and detailed by the Specifications

## **7 Setting Out**

- 1) The Contractor shall be responsible for setting out of the work.

## **8 Workmanship**

- i. The Contractor shall at all times carry out his works in accordance with the laws of the Colony.
- ii. The Employer may from time during the course of the Contract inspect any completed or part-completed work of the Contractor. If the Employer is not satisfied with such work, he in writing, inform the Contractor of his dissatisfaction.
- iii. Notwithstanding any such progress inspection by the Employer the Contractor shall at all times carry out the Contract in a workman-like manner. On completion of the works, the Contractor shall satisfy the Employer as to the quality and fitness of the work.

## **9 Removal of Debris**

The Contractor shall remove all debris caused by their work from time to time as it accumulates and shall leave the site clean on completion of the Contracted Works.

## **10 Supervision of Works and Skilled Workmen**

- a) The Contractor shall provide all necessary superintendence during the execution of the works.
- b) The Contractor shall employ in and about the execution of the Works only such persons who are carefully skilled and experienced in their several trades.
- c) The Supervising Officer may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the Works of any person employed thereon.

**11 Contractor's Plant**

The Contractor shall provide at their own cost all tools, and other plant necessary for the purpose of carrying out the specified Work in an organized and expeditious manner.

**12 Payment Fees**

The Contractor shall be responsible for the payment of all fees necessary for the completion of the Contract required by a Statutory Authority within or without the Colony.

**13 Safety**

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

**14 Injury to or death of a person**

The Contractor shall be liable for and shall, indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at Common Law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works.

**15 Damage to Property**

The Contractor shall be liable for and indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission and default of the Contractor is responsible.

**16 Evidence of Insurance**

The Contractor shall produce such evidence as the Employer may reasonably require that the insurance referred to herein have been taken out and are in force at all material times.

**17 Traffic Control**

Due to the nature of the Works it will be the responsibility of the Contractor to ensure that a system of traffic control is in operation, including no vehicular access, if necessary.

**18 Payment to the Contractor**

Payment to the Contractor will be made after the issue of an Engineer's certificate based on the amount of work completed to date. A retention of 5% will be held from the value of each certificate up to a maximum of 3% of the contract sum. Such retention

money will be released at the end of the warranty period provided that all works and repairs have been executed to the satisfaction of the employer.

## **19 Warranty Period**

A warranty period of 3 months is part of the Contract agreement, during which time the Contractor bears the full responsibility for the execution of maintenance of the works and any repair or correction which might become necessary due to the failure and incorrect performance of the Contractor.

## **20 Handing Over Completed Works**

The Contractor shall notify the Employer in writing of his completion of the contracted Works. Said work shall be subject to the satisfaction of the employer and the statutory body having jurisdiction that all the works is completed and in good order. The Supervising Officer shall certify the date when in his opinion, the works have reached practical completion. This date shall be the date of commencement of the warranty period.

## **21 Failure to Meet Completion Date**

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

## **22 Matters not Contained in the Contract**

Any matter not explicitly provided for within this Contract shall be in the matter of a separate agreement between the Employer and Contractor. Any such agreement shall be part of his Contract.

## **23 Matter of Disagreement**

If a dispute arises under this Contract, the parties agree that they would first exhaust the provisions outlined in sections 46, 47 and 48 of the Public Finance (Management and Accountability) Procurement regulations 2012. If the parties fail to come to an amicable resolution through the provisions outlined above, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

## **24 Contracts Documents**

- a) The Contractor shall receive two complete copies of Contract Documents
- b) Subsequent to the commencement of the Contract, the Contractor shall receive a copy of all additions to and amendments to the Specifications or drawings.

## **25 DETERMINATION OF THE CONTRACT**

- 1) Default by the Contractor

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

- a) Without reasonable cause he wholly or substantially suspends the carrying out of the works, or
- b) He fails to proceed regularly or diligently with the works, or
- c) He refuses or neglects to comply with a written instruction given by the Engineer and by such refusal or neglect the works are materially affected

The Engineer may give to the Contractor a notice specifying the default or defaults.

If the Contractor continues with the default for 14 days from the issue of the notice under the contract, the Employer may by a further notice to the Contractor determine the employment of the Contractor under this Contract. Such determination shall take effect on the date of receipt of such further notice.

A notice of determination shall not be given unreasonably or vexatiously.

- 2) Consequences of determination under clause 25 .i.

The Engineer shall determine the amount due to the Contractor which shall include loss, damage or expenses incurred by the Employer as a direct consequence of the determination. A final payment certificate will be prepared accordingly.

- 2) Determination by the Contractor or Employer:

If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more:

- a) Force majeure, or
- b) The Engineer's instruction

Then the Contractor or the Employer may upon expiry of the period of the suspension gives notice to the other that unless suspension is terminated within 7 days after the receipt of such notice, the Employer shall pay to the Contractor, the total value of the work properly executed at the date of determination of the employment of the Contractor, such value ascertained in accordance with the conditions as if the employment of the Contractor had not been determined

A notice of determination shall not be given unreasonably or vexatiously.

## **26 SUSPENSION OF THE UNCOMPLETED WORKS**

- a) The Engineer may issue instructions in regard the postponement of any or all of the works to be executed under this contract.

## 27 CONTRACTOR PERFORMANCE REPORT

- a) It is a requirement of the Client for the Engineer to assess the performance of the Contractor upon completion of the agreed works. The assessment will be based on the following criteria;
  - i. The project deliverables achieved,
  - ii. Organization & management of works,
  - iii. Quality of work provided,
  - iv. Health & Safety plan implementation,
  - v. Management of Finances & budget,
  - vi. Technical performance & adherence to specifications,
  - vii. Completion time and scheduling.
  
- b) The assessment has an overall maximum score of 1 and the following are the ratings that can be achieved;
  - 1.00 – 0.75 = Very Good Performance
  - 0.74 – 0.50 = Good Performance
  - 0.49 – 0.25 = Poor Performance
  - 0.24 – 0.10 = Very Poor Performance
  
- c) If the Contractor has attained an overall score less than 0.50 at the end of the contract performance reporting period, the Contractor will be subjected to sanctions by procuring entities. However, before sanctions are imposed, the Contractor will be afforded the opportunity to discuss the scoring with the Procuring Entity.
  
- d) Once a contractor has attained a first score of less than 0.50 which indicated poor performance, he/she will be sanctioned and is allowed to bid on projects that has an estimated value EC\$50,000 or less. This sanction will be implemented for 12 months.
  
- e) If the Contractor has a second score on another project less than 0.50, the Contractor will be suspended from being eligible to bid on any project regardless of the value. This suspension and sanctions will run for 1 year.

After a 1-year suspension or sanction, the Contractor will be allowed to bid only on contracts valued at EC\$ 50,000 or less. If on this occasion the Contractor's score is 0.75 or greater only then will he be allowed to bid on contracts valued above EC\$50,000. If his score is less than 0.75 but is equal to or greater than 0.5, he will only be allowed to bid contracts valued at \$50,000 or less until he can achieve a higher score.

**END-**