



# Project Implementation Unit

## Ministry of Economic Development & Trade

P O BOX 292

Tel: (664) 491-5802/3

BRADES, MONTSERRAT, W.I

Fax: (664) 491-4632

February 25<sup>th</sup> 2014

Dear Sir/Madam,

**Re: Tender for Renovation of the MSS Pupil Support Unit Salem.**

You have been invited to tender for the Renovation of the Pupil support Unit Salem, Labour & Transportation Only Contract. Attached are the tender documents consisting of:

1. Instructions to Tenderers
2. Scope of Works
3. Document Compliance Checklist
4. Form of tender
5. Form of Agreement
6. Bill of Quantities

Please print and return a complete document with the priced and signed Form of Tender and Bill of Quantities, addressed to the Chairman, Departmental Tender Committee, Ministry of Education, Brades, Montserrat to be received no later than **1400 Hrs on Monday, 3<sup>rd</sup> March 2014**. The envelope should be clearly marked in the right hand corner, ***“Tender for Renovation of the Pupil Support Unit Salem”*** Please ensure that no additional marks are placed on the envelope.

Given the nature and urgency in which these works are required, the successful tenderer will be expected to start work almost immediately after the contract for works has been awarded. Sourcing of materials will be completed by the Employer Agent (PIU) and LPO will be provided to the successful tenderer for material collection and transportation.

If required, a site visit can be arranged. Please call the office of the PIU on telephone number 1-664-491-5802/3 to agree an appropriate time for the site visit.

All queries and clarifications should be emailed to Mr Owen Lewis at [lewis@gov.ms](mailto:lewis@gov.ms) no later than 3<sup>rd</sup> March 2014.

Yours faithfully,

Owen Lewis (Mr)  
Director  
Project Implementation Unit  
2<sup>nd</sup> Floor Public Market Building  
Little Bay  
Montserrat

### Instructions to Tenderers

1. The contract conditions adopted for this project will be the Montserrat General Conditions of Contract.
2. **Tenderers must fully complete the Form of Tender (including notice period and time for completion). The Bill of Quantities for the works must be priced, signed and return with the tender. The proposed work schedule must be completed, signed and returned with the tender. Pro-forma invoice for the Renovation of Building must be provided. Failure to fully complete and return these documents and provide the additional information stated in these instructions will render the bid non-compliant and it will be rejected.**
3. The tenderer **must** submit a detailed programme of works with his/her tender showing a list of proposed activities and the duration.
4. The tenderer should ensure that all works are carried out in a safe manner and the relevant safety precautions incorporated into all activities.
5. The Contractor will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.
6. All works undertaken will be the subject of taxation and social security liability in accordance with current legislation. Tenderers **must** submit a current Tax Compliance and Social Security Compliance certificate with their bid if **locally based**. **All tenderers must be tax and social security compliant at the commencement of contract.**
7. The successful tenderer is required to take out Construction All Risk Insurance and present insurance documents to the PIU. The insurance shall indemnify contractor and GoM and shall cover a minimum of EC\$30,000.00.
8. Tenders should be returned in a plain sealed envelope, no later than **2:00pm on Monday March 3<sup>rd</sup> 2014**. **The envelope should be clearly marked with the name of the project, "Tender for Renovation of the MSS Pupil Support Unit Salem**. Tenders should be addressed and delivered to the **Director, Project Implementation Unit, 2<sup>nd</sup> Floor Public Market Building, Little Bay, Montserrat**. Tenderers should not add any additional marks to the envelope. **Late tenders will not be considered.**
9. All tenders will be arithmetically checked, any errors will be brought to the tenderers attention. The rates supplied in the completed Bill of Quantities would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price. The corrected price must be agreed by the contractor before the award of contract. **Bill of Quantities form must be completed and signed by the tenderer or their tender will be deemed non-compliant.**
10. Tenderers are not allowed to submit alternative tenders.

11. The Employer is not bound to accept the lowest tender and has the right to accept or reject any tender.
12. The Contractor Shall maintain a Clean working environment while working at Pupil Support Unit.
13. Addenda's will be published on the Government of Montserrat website ([www.gov.ms](http://www.gov.ms)). All tenderers must provide proof that addenda/s are received. Electronic acknowledgement would be acceptable.
14. All tenderers must satisfy the minimum criteria that they have previously successfully completed three (3) contracts of EC\$30,000 or greater. Proof may be in the form of a written submission with details of previous client, addresses, nature and value of the construction undertaken. **Tenderers are asked to note that checks will be made to verify accuracy of the submissions.** A contractor will be deemed to be technically suitable to perform the contract if this requirement is met.

## Scope of Works

### Scope of works for Renovation of MSS Pupil Support Unit Salem

#### Works required:

| EXTERNAL     |  |
|--------------|--|
| #            | DESCRIPTION  |
| 1            | <b>Painting</b><br>Clean all walls and apply one coat flat paint same as existing colour to outside walls (3360sf)   |
| 2            | Paint fascia board with matching colour  |
| 3            | Treat entire building for termites   |
| 4            | Repair cracks in walls   |
| 5            | Replace door frame, casing and doorstep  |
| INTERIOR     |  |
| 6            | <b>Electrical:</b> Carry out Maintenance to electrical where needed<br><b>Lighting</b> - Increase lighting in work areas. Install (4 ft fluorescent lights in rooms specified)   |
| 7            | <b>TILES</b> Remove and replace broken ceramic tiles within house<br>Tile main entrance platform area (approx. 32 sq ft) using ceramic tiles   |
| 8            | <b>Painting</b><br>Repaint all interior walls the same as existing colour  |
| 9            | Repair cracks in walls   |
| Main Office  |  |
| 10           | Re-furnica bathroom vanity   |
| 11           | Replace faucet in bathroom   |
| 12           | Replace shower door  |
| Carpentry    |  |
| 13           | <b>a)</b> furnica entire kitchen cupboards<br><b>b)</b> construct Built-in desk with four (4)shelves on wall above in passage indentation<br><b>c)</b> Repair overhang of roof including fascia board where defective<br><b>d)</b> Remove broken closet doors and install four (4)shelves 12" apart in each closet |
| 14           | Check all plumbing within building   |
| Reading Room |  |
| 15           | Refinish desk top (varnish)  |
| 16           | <b>CLEANING</b><br><b>a)</b> Clean site of all construction debris and dispose at official dumpsite<br><b>b)</b> Power wash driveways and walkways to remove moss  |

## Document Compliance Checklist

**Project Title:** “Tender for Renovation of the MSS Pupil Support Unit Salem”.

**Date scheme advertised:** Tuesday 25<sup>th</sup> February 2014

**Tender Deadline Date:** Monday 3<sup>rd</sup> March 2014

**Tender Deadline Time:** 14:00 hours (2:00 pm)

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

- The Form of Tender should be fully completed and signed (Including time for completion and notice period)
- Completed and signed Bill of Quantities
- Tax Compliance Certificate and Social Security Compliance Certificate (*If company is **Locally Based***)
- Proof of three (3) construction contracts valued over \$30,000.00
- Proposed work schedule
- Document Compliance Checklist signed

.....  
Signed on behalf of Contractor

Date

**FORM OF TENDER**

Departmental Tender  
Project Implementation Unit  
2<sup>nd</sup> Floor Public Market Building  
Little Bay  
Montserrat

Dear Sir/Madam,

**Re: Tender for Renovation of MSS Pupil Support Unit Salem**

I/We the undersigned undertake to perform and complete the above captioned works in accordance with the General Conditions of Contract, Renovation of the MSS Pupil Support Unit Salem:

EC\$

.....  
(words).....  
.....  
.....

If my/our tender is accepted, I/We undertake to commence the said Works within \_\_\_\_Days from the date of receipt by me/us of the official contract award letter and to complete the Works within ----- calendar days thereafter.

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

I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this tender.

Name.....

Signed.....

Name of firm (If Applicable) .....

Address.....  
.....

Tel. #.....

Fax #.....

Date.....

**GENERAL CONTRACT CONDITIONS FOR SUPPLY OF GOODS**

This Agreement is made the..... day of..... **2014** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat, acting herein and represented by the **Director, Project Implementation Unit, 2<sup>nd</sup> Floor Public Market Building, Little Bay, Montserrat**, (hereinafter referred to as “**GOM**”) of the one part and (*supplier’s company*)....., whose address is ..... acting herein and represented by (*name of representative*) ..... (hereinafter referred to as “**the Contractor**”) of the other part.

This agreement shall take effect from the ----- day of ----- 2014 and subject to prior termination as provided by this agreement shall continue for a period of ----- calendar days.

In this Agreement, the word “**Agreement**” means these General terms and Conditions together with the Specifications, Methodology, Signed Form of Tender, Priced Bill of Quantities and any other document incorporated into this agreement.

“**Contractor**” includes the Contractor and his/its employees.

“**Deliverables**” includes Specifications, Methodology and any component element of the Works.

“**Works**” means the works to be executed in accordance with this agreement as described in the Specifications and the Methodology.

The **Contractor** is an independent contractor and shall not be considered in any respect as being an employee of **GoM**.

**INTERPRETATION**

**The Contract** means the agreement concluded between the GoM (Permanent Secretary, Ministry of Education, Brades, Montserrat, who will administer this contract) and the Contractor ..... , including all specifications, methodology and other documents which may be incorporated or referred to herein;

**The “Contractor”** means the company/ individual that will be responsible for undertaking the Renovation Project.

**The Administrator** means the duly authorized representative of **GoM** for the administration of this Agreement who has care and control of this Contract and whose name will be provided to the **Contractor**. The Administrator shall have final authority for acceptance of the **Contractors** performance, and if satisfactory shall initiate the process for approval of payment to the **Contractor**. No payment shall be made without such approval.

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

**The Works**, which is referred to in the **Scope of Works**, refers to all works undertaken by the contractor, in the **Tender for Renovation of MSS Pupil Support Unit Salem**.

## **SPECIFICATION**

This means the GoM's requirements for Renovation of the **MSS Pupil Support Unit Salem** will be carried out according to specification, methodology (to be agreed with Construction Manager, PIU) and bill of quantities.

## **VARIATIONS OF CONDITIONS**

The works shall be carried out in accordance with the Specifications and methodology and no amendment or variation either to the terms and conditions or to the Specification shall be made unless agreed in writing between the parties and incorporated into this agreement. **GoM** may at any time by a written notice modify the works described in the specifications and scope of works and promptly upon receipt of such modification the **Contractor shall, within 3 days**, either advise that the change will not affect its costs or cause a delay in providing the works as described or furnish a breakdown of estimated changes in costs or delay in the works attributable thereto. Upon receipt of the breakdown by **GoM**, any changes necessary to the other terms and conditions of the agreement shall promptly be negotiated by the parties and incorporated in an amendment to this contract. The **Contractor's** failure to advise of any such changes or delays shall constitute the **Contractor's** consent to the modification without adjustment to the other terms and conditions of this agreement.

## **DELIVERY AND ACCEPTANCE**

Renovation of **MSS Pupil Support Unit Salem** shall be carried out within the timelines as agreed between the GoM and the contractor in accordance with the terms of contract. The GoM appointed supervisor of works will carry out inspections and provide updates to the Contract Administrator on the progress and quality of the repair work and whether it satisfies the terms of contract. If at any stage during the performance of the contract that the contractor is found to have deviated in any way from the provided specifications, in the form of material use or work quality, the GoM may terminate the contract and utilize other legal remedies against the Contractor to recover any loss of materials, time or money.

## **NON-DELIVERY**

**Without prejudice to any other right or remedy, should the Contractor not carry out the said works or any portion thereof within the time or times specified in the Contract, except in cases of force majeure and subject always to the receipt of written notice within 5 days of the force majeure event that is relied on for the delay, then, the GoM** shall be at liberty to terminate the Contract on grounds of non-performance and enter into contractual arrangements with another Contractor to make good such default; and, the GoM shall recover from the Contractor any sum or sums paid to the Contractor in respect of the works.

## **PAYMENTS**

As full consideration for the services performed by the Contractor under the terms of this Agreement, the **GoM** will pay the fees as outlined within 14 days of receipt of an invoice, payable against original invoices delivered to the **GoM** by the Contractor, provided that **GoM** may give notice of its intention not to pay such fee where:

- a. The Contractor has failed to carry out services, or has defectively carried out services required by this Agreement and has not remedied such failure or defect within a reasonable time;
- b. The Contractor, by act or omission has caused damage to personnel or property of the **GoM** or any third party;
- c. There is a breach of any other provision of this Agreement and upon giving such notice; the **GoM** may withhold payment accordingly.



Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract as a debt.

If any fee or portion thereof payable under this Agreement shall be unpaid 15 days after receipt of an original invoice in respect of such fee, the Contractor may give notice to the **GoM** requiring the **GoM** to pay such fee or part thereof and if the **GoM** shall fail to comply with such notice, the Contractor may terminate this Agreement immediately. Nothing stated in this provision shall operate to impair the right of the Contractor to recover any such fee in any other manner.

### **INDEMNITY AND INSURANCE**

Without prejudice to its liability for breach of any of its obligations under the Contract, the Contractor shall be liable for and shall indemnify GoM against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of:-

- Any loss of or damage to property (whether real or personal) caused by the Contractor, its servants or agents.
- Any injury to any person including injury resulting in death as a direct consequence of or in any way arising out of any negligence on the part of the Contractor in the performance of the Contract.
- The Contractor shall insure against its full liability under this Contract and the Contractor shall produce to GoM upon request documentary evidence that insurance is properly maintained.

### **ASSIGNMENT**

The GoM shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Contractor. However, the Contractor shall not:-

- Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the GoM;
- Subcontract any part of the works to any person without the previous written consent of the GoM which, if given shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-Contractor or his agents or employees in all respects as if it were the acts, defaults or neglect of the Contractor or its agents or employees.

### **CONFIDENTIALITY**

All information, specifications documents and other data which the GoM have imparted and may from time to time impart to the Contractor relating to its business, employees, customers, prices, requirements, and including any technical specifications is proprietary and confidential. The Contractor hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry, or termination of this Contract disclose the same whether directly or indirectly to any third party without GoM prior written consent.

### **ON-SITE SUPERVISION**

The GoM will appoint a site supervisor to oversee the works during its duration. The Site Supervisor will have the authority to approve all works carried out as per the Bill of Quantities and the Specifications and will notify the GoM regarding the quality and progress of works and payment to the Contractor. No payments will be made to the Contractor until a payment mandate is release from the Supervisor to the GoM. The Contractor will liaise directly with the Site Supervisor and the Site Supervisor will liaise directly with the GoM.

## **TERMINATION**

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

- Commits a breach of any of its obligations under this Contract;
- Becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
- Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- Has an administrative receiver appointed;
- Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order;

In any such circumstances, the GoM may without prejudice to any accrued rights or remedies under this Contract terminate the Contract by giving notice in writing.

If the Contract is terminated as provided in this condition then, The GoM shall:-

- Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;
- Be entitled to repossess any of its Equipment (if any) in the possession of the Contractor;
- Be entitled to deduct any losses to The GoM resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from The GoM to the Contractor as a debt). Such loss shall include the reasonable cost to the GoM of the time spent by them in terminating the Contract as aforesaid have been due to the Contractor.

## **COMPLETE AGREEMENT**

This Agreement supersedes any prior Agreement between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.

## **FORCE MAJEURE**

Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.

## **NOTICES**

Any notice required to be served under this Agreement shall be in writing and may be served by electronic mail to the correct address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

**A notice shall be delivered as follows:**

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

Name:  
Designation:  
ADDRESS:  
Tel: (...)  
Fax: (...)  
Email:

**B.** if to the GoM, to:

Name: Owen Lewis  
Director  
Project Implementation Unit  
2<sup>nd</sup> Floor Public Market Building  
Little Bay  
Montserrat  
Tel: (664) 491-5802/3  
Email: lewiso@gov.ms

**MEDITATION AND ARBITRATION**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute 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.

**SIGNATURES**

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

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

**A. Contractor**

Name.....  
Designation.....  
Signature.....  
Witness Name.....  
Designation.....  
Signature.....

**B. Government of Montserrat (GoM)**

Name.....  
Designation.....  
Signature.....  
Witness Name.....  
Designation.....  
Signature.....

# Appendix 1

## **Bill of Quantities**

**Tender for Renovation of MSS Pupil Support Unit Salem**

| <b>Labour &amp; Transportation Cost</b> |                            |             |
|---|----------------------------|-------------|
| <b>#</b>                                | <b>Description of item</b> | <b>Cost</b> |
| <b>1</b>                                | Labour cost                |             |
| <b>2</b>                                | Transportation             |             |
| <b>3</b>                                | Total                      |             |

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_