



Project Implementation Unit

Ministry of Economic Development & Trade

P O BOX 292

BRADES, MONTSERRAT, W.I

Tel: (664) 491-5802/3

Fax: (664) 491-4632

April 22nd, 2014

Dear Sir/Madam,

Re: Tender for Repair and Renovation of Force 10 Houses Look-Out.

Government of Montserrat requires the services of Petit-Contractors to complete Repair and Renovation works on the Force 10 Houses Look-Out. The enclosed questionnaire, in addition to your Tender Document, will be used to evaluate and select the contractors for the Force 10 Repair and Renovation Project.

You have been invited to tender for the Repair and Renovation of the Force 10 Houses Look-Out. You will be responsible for the supply of Materials, Labour, Plant and Transportation. This is a Firm, Fixed Price Contract.

Attached are the tender documents consisting of:

1. Instructions to Tenderers
2. Scope of Works
3. Document Compliance Checklist
4. Tender Questionnaire
5. Form of Tender
6. Anti-Collusion Certificate
7. Form of Agreement

Please collect tender documents from the Project Implementation Unit [PIU] and register for the said Force 10 Repair and Renovation Project by paying \$20.00 (non-refundable). Return complete tender documents, addressed to the Director, Project Implementation Unit, 2nd Floor Public Market Building, Little Bay, Montserrat to be received no later than **1200 Hrs on Wednesday, 30th April 2014**. The envelope should be clearly marked in the top right hand corner, "**Tender for Repair and Renovation of Force 10 Houses Look-Out**". Please ensure that no additional marks are placed on the envelope.

Given the nature and urgency in which these works are required, the successful tenderers will be expected to start work within seven (7) calendar days after the contract for works has been awarded. This contract is inclusive of Labour, Materials, Transportation and Plant required for completing the said works. The Government of Montserrat Client Ministry representative will notify the successful contractors as to the specific chemical cleaner and paint type to be utilised on this project. It is important to note that this element of the works has already been factored into the fixed price.

Tenderers shall at their own expense visit the site and obtain for themselves, on their own responsibility, all information they may require prior to submitting a tender and entering into a contract. All queries should be emailed to Mr Owen Lewis, Director of Project Implementation Unit (PIU) at lewis@gov.ms no later than **16:00 Hrs on Friday 25th April 2014**. Clarifications will be provided in writing to all tenderers no later than **16:00 Hrs on Monday 28th April 2014**. Responses to all queries will be sent via email.

Yours faithfully,

Owen Lewis
Director
Project Implementation Unit
2nd Floor Public Market Building
Little Bay

INSTRUCTIONS TO TENDERERS

The following instructions have been included for the advice and guidance of Tenderers. Care should be exercised in ensuring that all conditions and clauses are adhered to in the preparation and submission of tenders. Tenders that are found to have not complied with the instructions will be rejected.

1. **Confidentiality of Documents**

All recipients of tender documents and drawings for the proposed contract (whether they submit a tender or not) shall treat the details of the documents and drawings as private and confidential. **Failure to do so will result in disqualification from this and future tenders.**

2. **Dispatch of Tenders**

The Tender shall be delivered on or before the day and before the hour of tender closing stated in the Invitation to Tender. The Form of Tender shall be signed by an authorized representative of the Company. **Tenders received late shall not be considered.** The completed Tender shall be submitted using the Form of Tender, in the copy of the Tender Document provided. **Submitting an incomplete "Form of Tender" will result in the tender being rejected.**

Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, **"Tender for Repair and Renovation of Force 10 Houses Look-Out"**. The name and address of the tenderer should also be written on the inner envelope which should be addressed to the Director, Project Implementation Unit. The outer envelope should be duly sealed and bear the words, **"Tender for Repair and Renovation of Force 10 Houses Look-Out"** and addressed to the Director, Project Implementation Unit, 2nd Floor Public Market Building, Little Bay, Montserrat. The outer envelope should reveal **no** indication as to the identity of the sender. **All tenders MUST be submitted no later than 12.00 pm on Wednesday 30th April 2014.**

The outer envelope shall be addressed to:

Director
Project Implementation Unit
2nd Floor Public Market Building
Little Bay
Montserrat

Mandatory Contract Documents

Below is a summary of the Contract Documents, which **must** be submitted together with the Form of Tender:

1. Schedule A - Labour Rates
2. Schedule B - Construction Materials
3. Schedule C - Construction Equipment
4. Tender Questionnaire
5. Signed Anti-Collusion Certificate
6. Social Security Certificate of Contribution Payment Standing.
7. Tax Compliance Certificate from the Inland Revenue stating their current status pertaining to Company and PAYE Taxes.
8. Signed Document Compliance Checklist

3. **Contract Documents**

This Tender is based on the Drawings, Specifications, Articles of Agreement and Government of Montserrat General Conditions of Contract, hereinafter referred to as the Contract Documents.

4. No unauthorized alteration or addition should be made to the Form of Tender, or to any other component of the Tender Document. If any such alteration or addition is made or these instructions are not fully complied with, the Tender will be rejected. Should any further information be required, it will be supplied on request by the Architect/Contract Administrator.
5. Any neglect or failure on the part of the tenderer to obtain reliable information upon any matters affecting the cost, execution, construction, completion and maintenance of the Works and the Contract shall not relieve the contractor whose Tender is accepted from any risks of liabilities for the completion of the Works, nor will any claim for increase of the Contract sum be entertained as a result of such neglect or failure.
6. Tenderers shall at their own expense visit the site and obtain for themselves, on their own responsibility, all information they may require prior to submitting a tender and entering into a contract. Each Tenderer, in submitting a proposal, warrants that he has investigated and inspected the site and its surroundings and is acquainted with the requirements of the Contract. Submission of a tender shall be considered conclusive evidence that the Tenderer has made such examinations and knows all the conditions that will affect the Works.
7. Tenders must be submitted on the Form provided. Prices shall be in Eastern Caribbean Dollars. Each form shall be completely filled out. Tender prices must be completed in ink. Erasures or other changes must be noted over the signature of the Tenderer.
8. 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.**
9. The successful Tenderers will be required to supply Construction All Risk Insurance to the value of the Contract Sum. The insurance shall indemnify contractor and GoM.
10. Each Tender must contain the name, residence and place of business of the person or persons making the Tender and must be signed by the Tenderer with his usual signature. Tenders by partnership must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Tenders by corporation to be signed with the legal name of the corporation followed by the name of the State of incorporation and by the signature and designation of the President, Secretary or other person authorized to bind it in the matter. **Satisfactory evidence of the authority of the signer on behalf of the firm shall be furnished.**
11. Award of Contracts will be made to the tenderers whose tenders are found to be most advantageous to the Government of Montserrat. The Employer is not bound to accept the lowest or any tender and reserves the right to reject any or all tenders. **The employer is not bound to state the reason for the rejection of any tender. The Tenderer shall bear the cost of preparing the tender.**

12. The Tenderer to whom the award is made will be required to enter into an agreement with the Employer. This agreement will be of the form that is in the Tender Documents.
13. **Performance Bond**
The Tenderer to whom the award is made will be required to furnish, and deliver to the Employer, a written bond of indemnity, of the same form as that in Appendix A, in the amount of ten percent (10%) of the Contract Price, and with surety thereon acceptable to the Employer. The bond shall be furnished and maintained at the expense of the Contractor. The party to whom the Contract is awarded will be required to execute the Contract and (if required) furnish the Performance Bond duly executed within seven days of signing the Contract, not including Saturday & Sunday or Legal Holiday. Failure to so execute the Contract shall be sufficient reason for the Architect/Contract Administrator to cancel the award without obligation or claim upon the Employer.
14. **Increases / Decreases in Cost of Labour and Materials**
- i. Increases / decreases in the current cost of labour and certain materials subsequent to the date for closing of Tenders will not result in an adjustment to the Contract Price.
 - ii. Basic unit costs of labour and certain materials upon which the Tender is based and upon which day-works and variations will be considered shall be listed in Schedule A, B, and C of the Form of Tender. These Schedules shall be completed and submitted with the Tender. **Failure to submit them will lead to disqualification of the Tender.**
15. Should there be any doubt or obscurity as to the meaning of the Tender Documents, or as to anything to be done or not be done under the Contract or concerning these instructions, or any other matter or thing, Tenderers shall set forth in writing such doubts or obscurity and submit them to the Contract Administrator no later than 16:00 Hrs on Friday April 25th 2014. Clarifications will be provided in writing to all tenderers no later than 16:00 Hrs on Monday 28th April 2014.
16. Tenderers are to fill in all blank spaces in the Form of tender including the appendix, except where specifically instructed otherwise.
17. **Pricing**
- i. Tenderers are to insert rates or prices against each item in the Form of Tender, Schedules, Summary sheets and where required in the contract. Items against which no rate or price is entered by the Tenderer will be deemed to be covered by the rates of prices set against other items in the Contract.
 - ii. Prices inserted shall be based on duty free imports from abroad of materials and goods required specifically for this project and shall be deemed to include for the provision of all labour, materials and plant, for transport, for deliveries to Site (where not specifically mentioned in the description), for temporary storage of materials and return of empties, for the erection, maintenance and removal of scaffolding, temporary staging, protection, etc and for all other things necessary for the completion of the Works in accordance with the Drawings, Specifications and Conditions of Contract.
18. **Import Duty Concessions**
- i. The tenderer must ascertain from the responsible official of the Customs Department the allowable concessions at present in force in respect of duty on imported materials to be incorporated in the Works.

- ii. The tenderer must familiarize himself with the workings of the Customs Department and shall allow for the costs of and shall accept responsibility for preparing and processing the necessary documents involved in the importation of materials, etc. to be incorporated in the Works.
- iii. The tenderer must allow for all Wharfage, Dues, Package Tax, Importer's Licenses (where applicable), Stamp Duties, taxes and other charges that may be required.
- iv. Special rules are in force in respect of the importation of plant, scaffolding, tools, equipment and consumable stores that are not incorporated in the Works. The tenderers must allow for the result of licenses, bonds deposits, duties, taxes, stamp duties or any other charges that may be required.

19. Mistakes in Tenders

Arithmetic errors discovered in the Tender will be dealt with as follows: The Tenderer will be given details of such errors and afforded an opportunity of accepting the Client's correction(s) or withdrawing his offer. If the Tenderer withdraws, the tender of the second most advantageous tenderer will be examined, and if necessary this Tenderer will be given a similar opportunity.

20. Compliance with Instructions:

- i. No tender will be considered unless it complies with the conditions set out in these instructions.
- ii. All Addenda issued by the Architect/Contract Administrator prior to the date stated for the closing of Tenders shall be attached to and form part of the Tender.
- iii. The Employer will not be responsible for any expenses or losses that may be incurred by any Tenderer in the preparation of his Tender.
- iv. The Tenderer shall be bound by his Tender for the number of days as outlined in the form of tender.

22. Discrepancies in Specifications or Drawings

- i. Any ambiguity found in the drawings or specifications shall be called to the attention of the Architect/Contract Administrator prior to the date provided in paragraph 15 for clarification of tender queries.
- ii. Ambiguities will be clarified by the Architect/Contract Administrator by Addenda prior to accepting tenders, and one copy of each Addendum shall be submitted with the Tender. No consideration will be given to any claim by any tenderer that an ambiguity or question was settled verbally prior to submitting his Tender.
- iii. All information given to bidders other than by means of the drawings and tender documents or by Addenda as described above, is given informally and shall not be used as the basis of a claim.
- iv. To receive consideration, such questions shall be submitted in writing to the Architect/Contract Administrator so as to be received no later than the dates provided in paragraph 15.

- v. Decisions rendered by the Architect/Contract Administrator in response to questions received as above-provided will be arranged as Addenda and shall become a part of the Contract.

23. Commencement of the Works

Tenderers are advised that the actual work of this Contract must not be started until a "Notice to Commence Work" has been issued by the Contract Administrator. The Contractor shall, however, commence work no later than the date specified in the above Notification.

24. Scope Statement

The proposed works embodying this contract comprises the Repair and Renovation of Force 10 Houses Look-Out [Structural and Non-Structural Repairs] in accordance with the Scope of Works and additional agreed works between the House-owner and GoM.

25. Technical Compliance

All tenderers must satisfy the minimum criteria that they have previously successfully completed at least three (3) contracts of EC\$50,000 or greater. Proof may be in the form of a written submission with details of previous clients, addresses, nature and value of the construction/renovation undertaken. **Tenderers are asked to note that checks will be made to verify the accuracy of these submissions.** All Petit-Contractors that have Pre-Qualified for the PIU House Building Programme are deemed to be technically suitable. Tenderers will be deemed to be technically suitable to perform the contract if any of the above two conditions are met.

Scope of Works

A. Repair and Renovation of Force 10 Houses Look-Out [Structural Repairs (columns, beams, under side of floor and porch railing)]

1) Demolition: hollow core steel columns

a) Sure-up sections of floor with **3" x 6"** lumber and heavy duty props

b) Remove **3"x3"** hollow core steel columns one section at a time

Note: all new column steel must be epoxy into existing concrete base at a depth of not less than 6 inches

2) Replace hollow core steel columns with 10' x10" concrete reinforced columns with 4 (1/2" steel) with 3/8" stirrups tied at 8" on centre

Note: concrete coverage over all reinforcement must be two and a half (2 -1/2") inches

3) Attach **8" x 12"** reinforced concrete beam to columns with four (4) 1/2" steel with 3/8" stirrups at 8" centre

Note: Super structure - perimeter and intermediate existing steel girders must be securely anchored to new concrete beams with several u-shaped, flange 1/2" steel, through adjacent girders.

4) Construct **8" x 8"** reinforced concrete columns on porch

5) Place **3"x 6"** pressure treated wood beam fastened from within column to body of main building. Ensure that this beam is securely fastened to the top plate of main building

6) Apply 1/2" render to columns and beams

7) Remove all construction debris from work site and dispose at the official dump site.

8) Wire-brush, Clean with chemical cleaner & Paint metal support on underside of floor with PIU provided cleaner & anti-corrosive paint.

B. Repair and Renovation of Force 10 Houses Look-Out [Additional Structural & Non-Structural Repairs.

9) Additional structural and non-structural works by mutual agreement between the house-owner and GoM, to be determined.

Document Compliance Checklist

Project Title: “Tender for Repair and Renovation of Force 10 Houses Look-Out”.

Date scheme advertised: Tuesday 22nd April 2014

Tender Deadline Date: Wednesday 30th April 2014

Tender Deadline Time: 12:00 hours (12:00 noon)

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.

1. The Form of Tender should be fully completed and signed (Including time for completion and notice period) []
2. Schedule A – Labour rates []
3. Schedule B – Construction Materials []
4. Schedule C – Construction Equipment []
5. Tender Questionnaire []
6. Anti-Collusion Certificate signed []
7. Tax Compliance Certificate (*If company is Locally Based*) []
8. Social Security Compliance Certificate (*If company is Locally Based*) []
9. Proof of three (3) construction contracts valued over \$50,000.00 or Proof of a PIU Pre-Qualified Housing Petit-Contractor []
10. Document Compliance Checklist signed []

.....
Signed on behalf of Contractor

Date

Tender Questionnaire

Repair and Renovation of Force 10 Houses Look-Out

Firm Fixed Price Contract

Completion instructions

All questions must be answered in full as instructed. Questions NOT answered will result in DIS-QUALIFICATION.

Question 1 **MUST** be in the affirmative. This questionnaire in addition to your Tender Document will be used to evaluate and select the contractors for the Repair and Renovation of Force 10 Houses Look-Out Project.

Question 2 will be used to start the project at the earliest possible date.

Contractor General Information

Name: _____

Company: _____

Address: _____

Phone No: _____

Fax No: _____

Mobile Phone No: _____

E-mail Address: _____

Construction Services (labour, materials, plant and transportation) Scope of Works A. **Repair and Renovation of Force 10 Houses Look-Out [Structural Repairs (columns, beams, under side of floor and porch railing)]**

Contract type: Firm Fixed Priced Contract

Construction Budget: EC\$15,000.00 to \$28,000.00

Base on Scope of Works (A), Plans, Specifications and Actual Measurements.

Questions

1.0 Acceptance of Set Budget for Scope of Works (A) Structural Repairs (columns, beams, under side of floor and porch railing):

Acceptance of Budget: _____ [Yes / No]

2.0 Earliest start date:

1. Start date: _____

Dated this day of 2014

..... (Signature)

(Name in Block Letters)

Being an officer of, and duly authorized to sign on behalf of

.....

..... (Business Address)

.....
(Telephone)

Witness Occupation

Address

Selection Evaluation Criteria:

The selection of successful tenderers would be base on the following three (3) criteria:-

1. Administrative Compliance
2. Acceptance of Firm Fixed Price (Scope of Works Package A)
3. Technical Compliance

All three (3) criteria above MUST be in the AFIRMATIVE to be selected for award of a contract.

FORM OF TENDER

Chairman
Departmental Tender Committee
Project Implementation Unit
2nd Floor Public Market Building
Little Bay
Montserrat

Dear Sir/Madam,

Re: Tender for Repair and Renovation of Force 10 Houses Look-Out

I/We the undersigned undertake to perform and complete the above captioned works in accordance with the General Conditions of Contract, Repair and Renovation of Force 10 Houses Look-Out:

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.....

APPENDIX TO FORM OF TENDER

Clauses

Amount of Bond or Guarantee:	10 percent of contract price
Minimum Amount of Third Party Insurance	EC\$ 50,000.00
Period for commencement from Project Manager's order to commence	7 Calendar Days.
Time for completion Calendar Days **
Amount of Liquidated Damages	EC\$100 per day or part of a day
Period of Maintenance	3 months
Percentage of Retention	5 percent
Limit of Retention Money	5 percent of Contract Sum
Time within which payment to be made After issue of Certificate	14 Calendar Days

** To be filled in by Tenderer

Dated this Day of 2014

Signature In the capacity of.....

Duly authorised to sign tenders for and on the behalf of
(IN BLOCK CAPITALS)

Address.....

Telephone No

SCHEDULE A - LABOUR RATES

I (We) hereby certify that to the best of my (our) knowledge and belief the wages, hours of work, and conditions of labour of all work people proposed to be employed by me (us) on this project for which I (we) am (are) offering myself (ourselves) as a Contractor are fair and reasonable having regard to the statutory provisions regulating rates of wages as are in force in Montserrat on the date of this my (our) Tender and I (we) will accept responsibility for the observance of these regulations by sub-contractors employed by me (us) in the execution of the works.

The above mentioned wages and hours of work are as listed on the following pages:

The Tenderer shall list the labour, by classification, which he proposes to have on the site for performing all of the work, together with the applicable hourly rates. The rates stated shall include all fringe benefits, overhead and profit.

Class of Work-person	Rates of Wages (*) \$ (EC)	Hours of Work (**)
Mason		
Carpenter		
Steel bender/fixer		
Skilled Labourer		
Labourer		
Electrician		
Plumber		
Tiller		
Painter		

I (We) shall pay times the above rates of wages for normal overtime work in excess of hours per work day and times the above rates of wages for work on Sunday and Statutory Holidays.

* per hour

** In a normal working day

Dated this day of 2014

..... (Signature)

(Name in Block Letters)

being an officer of, and duly authorized to sign on behalf of

.....

..... (Business Address)

.....
(Telephone)

Witness Occupation

Address

SCHEDULE B CONSTRUCTION MATERIALS

On the following pages I (We) have listed to the best of my (our) knowledge all of the required construction materials to be incorporated into the Permanent Works, together with the names of my (our) proposed suppliers and the unit for each material including the country of origin thereof.

We have satisfied ourselves that the suppliers' delivery schedules are realistic and/or we have satisfied ourselves that materials are available in sufficient quantities to execute the works without delay, and that materials conform with all requirements of the Specification.

We understand that all materials will be subject to inspection and tests by the Architect/Contract Administrator.

Material	Supplier (Including Country of Origin)	Unit Cost \$ (EC)
Blocks		
Sand		
Aggregate		
Cement		
Reinforcement – 1/2"		
Reinforcement – 3/8"		
Lumber – 2" x 4"		
Lumber – Form Ply 3/4"		
Conduit		
Wiring per point		
Copper pipe		
Upvc pipe		
Concrete		

Dated this day of 2014

..... (Signature)

(Name in Block Letters)

being an officer of, and duly authorized to sign on behalf of

.....

..... (Business Address)

.....
(Telephone)

Witness Occupation

Address

SCHEDULE C CONSTRUCTION EQUIPMENT

I (We) propose to employ the following construction machinery and equipment for the execution of the Works and to the best of my (our) knowledge, the equipment listed is in sufficient capacity to construct all of the Works within the time specified for completion.

Note: Indicate (*) if equipment is to be rented or sub-contracted locally, and provide details. Also list the rate of hourly hire of all equipment for Day-work purposes. Do not list hand tools or normal tools required by trade persons.

Description of Equipment	Hourly Rate for Day-work \$ (EC)
Concrete Mixer (with hopper)	
Concrete Mixer (without hopper)	
Vibrator	

Dated this day of 2014

..... (Signature)

(Name in Block Letters)

being an officer of, and duly authorized to sign on behalf of

.....

.....(Business Address)

.....
(Telephone)

Witness Occupation

Address

GOVERNMENT OF MONTSERRAT

TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE

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

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

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

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER TENDER OR PROPOSED TENDER FOR 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 TENDER FOR THIS CONTRACT BY ANY OTHER PARTY.

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

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

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 TENDER IS MADE.

SIGNATURE..... IN CAPACITY OF

DATE.....2014

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

NAME OF FIRM.....

FULL POSTAL ADDRESS.....

TELEPHONE NO..... FAX No

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, 2nd 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 (Director, Project Implementation Unit, 2nd Floor Public Market Building, Little Bay, 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 Repair and 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 Repair and Renovation of Force 10 Houses Look-Out**.

SPECIFICATION

This means the GoM's requirements for Repair and Renovation of the **Force 10 Houses Look-Out** will be carried out according to specification and methodology (to be agreed with Construction Manager, PIU).

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

Repair and Renovation of Force 10 Houses Look-Out 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 Scope of Works 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
2nd 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.....