



MINISTRY OF FINANCE & ECONOMIC MANAGEMENT
GOVERNMENT HEADQUARTERS
BRADES, MONTSERRAT, W.I

Tel: 664-491-2356/3057/2777

Fax: 664-491-2367

Email minfin@gov.ms

Our Ref: MF 5/7

07 August 2014

Dear Sir/Madam,

Re: Tender for Internal Renovation Works: Basement Floor Old Chief Minister [OCM] Building, GHQ


You are invited to bid for the Internal Renovation Works, Basement Floor of the Old Chief Minister Building (OCM) GHQ. Attached are the bidding 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
7. Work Programme

Please collect bidding documents from the Project Implementation Unit [PIU] and register for the said Renovation Works as described later in the scope of works. Bidders will be required to pay a non-refundable fee of \$50.00. Bids are to be received no later than 1400 Hrs on Monday August 11th 2014. Completed bids and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, "***Tender for Internal Renovation Works: Basement Floor OCM Building GHQ***". The name and address of the bidder should also be written on the inner envelope which should be addressed to the **Chairman, Departmental Tender Committee, Ministry of Finance and Economic Management, Brades, Montserrat**. The outer envelope should be duly sealed and bear the words, "***Tender for Internal Renovation Works: Basement Floor OCM Building GHQ***" and addressed to the **Chairman, Departmental Tender Committee, Ministry of Finance and Economic Management, Brades, Montserrat**. The outer envelope should reveal **no** indication as to the identity of the sender. **All bidders MUST be submitted no later than 1400 Hrs on Monday August 11th 2014.**

Given the nature and urgency in which these works are required, the successful tenderer will be expected to commence work within two (2) Calendar days after the contract for works has been awarded. This contract is inclusive of Labour, Materials, Transportation and Equipment required for completing the said works.

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 amicable time for the site visit. All queries and clarifications should be emailed to Mr Owen Lewis at lewiso@gov.ms no later than Friday August 8th 2014.


.....
Lindorna Brade (Mrs)
Chairman, Departmental Tender Committee
Ministry of Finance and Economic Management
Brades
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 should be priced, signed and return with the tender. The proposed work schedule should be completed, signed and returned with the tender. Failure to fully complete and return these documents and provide the additional information stated in these instructions may render the bid non-compliant and subject to rejected. No award of contract will be made until all the relevant documents are submitted.**
3. The tenderer should 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. It is a requirement that bidders submit a current Tax Compliance and Social Security Compliance certificate with their bid if **locally based. All bidders must be tax and social security compliant at least one month before the commencement of contract.**
7. Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, ***"Tender for Internal Renovation Works: Basement Floor OCM Building GHQ"***. The name and address of the tenderer should also be written on the inner envelope which should be addressed to the **Chairman, Departmental Tender Committee, Ministry of Finance and Economic Management, Brades, Montserrat**. The outer envelope should be duly sealed and bear the words, ***"Tender for Internal Renovation Works: Basement Floor OCM Building GHQ"*** and addressed to the **Chairman, Departmental Tender Committee, Ministry of Finance and Economic Management, Brades, Montserrat**. The outer envelope should reveal **no** indication as to the identity of the sender. **Late tenders will not be considered.**
8. All tenders will be arithmetically checked and 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. It is important that the **Bill of Quantities form be completed, signed and submitted by the tenderer or their tender may be deemed non-compliant.**
9. Tenderers are not allowed to submit alternative tenders.
10. The Employer is not bound to accept the lowest tender and has the right to accept or reject any tender.

11. Addenda's will be published on the Government of Montserrat website (www.gov.ms). All tenderers must provide proof that addenda's are received. Electronic acknowledgement would be accepted.
12. All tenderers must satisfy the minimum criteria that they have previously successfully completed at least three (3) contracts of EC\$20,000 or greater. Alternatively, they must be registered as a PIU Pre-Qualified Housing Petit-Contractor. Proof may be in the form of a written submission with details of previous clients, addresses, nature and value of the construction undertaken or a Letter from the PIU indicating Housing Pre-Qualification Status. **Tenderers are asked to note that checks will be made to verify the accuracy of these submissions.** A tenderer will be deemed to be technically suitable to perform the contract if either requirement is met.

Scope of Works

This is a total cost contract inclusive of materials, labour, transportation, profits and overheads.

Post Office	
<u>Scope of Works</u>	
Item	Description
1	Entire Office
1- 1	Carefully remove part of existing timber workstation
1- 2	Supply and install a 2" x 4" T.Y.P. partition top and bottom plates fixed to the floor.
1- 3	Supply and apply 1 coat primer and 2 coats of emulsion paint to partition walls
1- 4	Supply and install 1" x 6" skirting to drywall
1- 5	Supply and apply 1 coat primer and 2 coats of oil paint to skirting.
1- 6	Supply and install 1" x 3" wooden trim on both sides of drywall as crown moulding
1- 7	Supply and apply 1 coat primer and 2 coats of emulsion paint to wooden trims
Item	Description
2	Vault Room
2- 1	Carefully remove existing timber door and supply and install 30" x 80" metal hollow core door with all ironmongery.
Item	Description
3	Customs/Parcel Post
3- 1	Reinstall existing door
3- 2	Supply and install a 3' - 0" x 3' - 0" single hung window
3- 3	Supply and install timber shelf unit 8'-0" long x 2'-0" wide x 7'-0" high to be constructed of 3/4" finish and treated plywood with 1" x 3" laths as supports with 1" x 2" beveled wooden strips at edges. Shelves to be spaced at 18" apart from the finished floor level.

3- 4	Supply and install I- shaped timber shelf 8'-8 1/2" long x 2'-0" wide x 7'-0" high to be constructed of 3/4" finish and treated plywood with 1" x 3" laths as supports with 1" x 2" beveled wooden strips at edges. Shelves to be spaced at 18" apart from the finished floor level.
3- 5	Supply and install timber shelf unit 5'-0" long x 2'-0" wide x 7'-0" high to be constructed of 3/4" finish and treated plywood with 1" x 3" laths as supports with 1" x 2" beveled wooden strips at edges. Shelves to be spaced at 18" apart from the finished floor level.
3- 6	Supply and install tiber desk 4'-9" long x 2'-0" wide x 2'-8" high from finished floor level and to be constructed of 3/4" finish and treated plywood with 1" x 3" laths as supports with 1" x 2" beveled wooden strips at edges.
3- 7	Supply and install 30" x 80" hollow core wood door with all ironmongery
3- 8	Supply and apply 2 coats of varnish to 30" x 80" hollow core wood door

Document Compliance Checklist

Project Title: "Tender for Internal Renovation Works Basement Floor OCM Building GHQ".

Date scheme advertised: Wednesday 06st August 2014

Tender Deadline Date: Monday 11th August 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 may result in the bid being considered non-compliant and rejected. No award of contract will be made until all the required documents are submitted.

- 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 (*If company is Locally Based*)
- Proof of construction contracts valued over \$20,000.00 or PIU Pre-qualification Certificate
- Signed Proposed work schedule

.....
Signed on behalf of Contractor

Date

FORM OF TENDER

Departmental Tender Committee
Ministry of Finance and Economic Management
Government Headquarters
Brades
Montserrat

Dear Sir/Madam,

Re: Tender for Internal Renovation Works: Basement Floor OCM Building GHQ

I/We the undersigned undertake to perform and complete the above captioned works in accordance with the General Conditions of Contract and Scope of Works:

EC\$

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

If my/our tender is accepted, I/We undertake to commence the said Works within 2 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. nr.....

Fax nr.....

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 Deputy Financial Secretary, Ministry of Finance and Economic Management, Brades, 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** (Deputy Financial Secretary, Ministry of Finance and Economic Management, 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 roof repair works as part of the Hospital Health Care Improvement 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, as per the Specifications and methodology in the **Tender for Internal Renovation Works: Basement Floor OCM Building, GHQ**.

SPECIFICATION

This means the GoM's requirements for the **Internal Renovation Works: Basement Floor OCM Building, GHQ** according to specification, methodology 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 7 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 advice 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

The **Internal Renovation Works: Basement Floor OCM Building, GHQ** 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: Lindorna Brade

Deputy Financial Secretary

Ministry of Finance and Economic Management

Government Headquarters

Brades

Montserrat

Tel: (664) 491-2777

Fax: (664) 491-2367

Email: bradel@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 Internal Renovation Works Basement Floor OCM Building GHQ

Scope of Works

Item	Description	Qty	Unit	Rate	Price
1	Entire Office				
1- 1	Carefully remove part of existing timber workstation	16	lnft		
1- 2	Supply and install a 2" x 4" T.Y.P. partition top and bottom plates fixed to the floor.	57	Ft		
1- 3	Supply and apply 1 coat primer and 2 coats of emulsion paint to partition walls	44	yd ²		
1- 4	Supply and install 1" x 6" skirting to drywall	114	ft		
1- 5	Supply and apply 1 coat primer and 2 coats of oil paint to skirting.	6	yd ²		
1- 6	Supply and install 1" x 3" wooden trim on both sides of drywall as crown moulding	114	ft		
1- 7	Supply and apply 1 coat primer and 2 coats of emulsion paint to wooden trims	3	yd ²		

Item	Description	Qty	Unit	Rate	Price
2	Vault Room				
2- 1	Carefully remove existing timber door and supply and install 30" x 80" metal hollow core door with all ironmongery.	1	Nr		

Item	Description	Qty	Unit	Rate	Price
3	Customs/Parcel Post				
3- 1	Reinstall existing door	1	Nr		
3- 2	Supply and install a 3' - 0" x 3'- 0" single hung window	1	Nr		
3- 3	Supply and install timber shelf unit 8'-0" long x 2'-0" wide x 7'-0" high to be constructed of 3/4" finish and treated plywood with 1" x 3" laths as supports with 1" x 2" beveled wooden strips at edges. Shelves to be spaced at 18" apart from the finished floor level.	1	Nr		
3- 4	Supply and install I- shaped timber shelf 8'-8 1/2" long x 2'-0" wide x 7'-0" high to be constructed of 3/4" finish and treated plywood with 1" x 3" laths as supports with 1" x 2" beveled wooden strips at edges. Shelves to be spaced at 18" apart from the finished floor level.	1	Nr		
3- 5	Supply and install timber shelf unit 5'-0" long x 2'-0" wide x 7'-0" high to be constructed of 3/4" finish and treated plywood with 1" x 3" laths as supports with 1" x 2" beveled wooden strips at edges. Shelves to be spaced at 18" apart from the finished floor level.	1	Nr		

3- 6	Supply and install tiber desk 4'-9" long x 2'-0" wide x 2'-8" high from finished floor level and to be constructed of 3/4" finish and treated plywood with 1" x 3" laths as supports with 1" x 2" beveled wooden strips at edges.	1	Nr		
3- 7	Supply and install 30" x 80" hollow core wood door with all ironmongery	1	Nr		
3- 8	Supply and apply 2 coats of varnish to 30" x 80" hollow core wood door	2	yd ²		

Name: _____

Signature: _____

Date: _____

[illegible][illegible]

