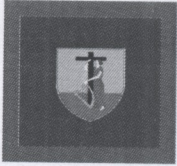


BUILDING MAINTENANCE PROJECT

Tender for Renovation of St. Peter's Clinic

October 2015



MINISTRY OF COMMUNICATIONS, WORKS & LABOUR

P O BOX 344, BRADES, MONTSERRAT, W I

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

October 08th 2015

Dear Sir/Madam,

Re: Tender for Renovation of St. Peter's Clinic

You are invited to submit a tender for the above captioned project. Included are the tender documents consisting of:

1. Instruction to Tenderers
2. Document Check List
3. Form of Tender
4. Score of Works
5. Form of Agreement
6. General Conditions of Contract
7. Anti-Collusion Statement
8. Evaluation Criteria

Please return a complete document of the priced and signed Form of Tender, Bill of Quantities, Completed Document Check List, signed anti-collusion statement and a copy of your **tax compliance certificate (if locally based)**. These should be placed in an inner envelope and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications, Works & Labour, Brades, MSR1110, Montserrat**. The name of the project should also be written on this inner envelope and should read, "**Tender for Renovation of St. Peter's Clinic**". The name of the tenderer should also be written on the inner envelope.

This envelope should be placed into an outer envelope addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications, Works & Labour, Brades, MSR1110, Montserrat**. The name of the project should also be written on this outer envelope and should read, "**Tender for Renovation of St. Peter's Clinic**". The outer envelope should bear no identification of the tenderer. Tenders are to be received no later than **2:00p.m** on **Wednesday October 28th 2015**. Please ensure that no additional marks are placed on the outer envelope.

Envelopes are to be taken to the top floor of the Ministry of Communications Works & Labour building where the tenderer would place their tender in the Tender Box and be given a receipt after this is completed.

A site visit will be arranged for 10:00 am on Thursday October 15th, 2015 at the Public Works Department Workshop in Brades.

Any queries relating to the tender or works included should be made in writing to the Director, Public Works Department.

Yours faithfully,

.....
Beverley Mendes
The Chairperson
Departmental Tender Committee
Ministry of Communications, Works and Labour

Instructions to Tenderers

1. The Montserrat General Conditions of Contract will be adopted for this contract.
2. Tenderers must complete the **Form of Tender, Document Check List, Anti-collusion statement** and **Scope of Works** for the works. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
3. **The tenderer must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents.**
4. The tenderer will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.
5. All works undertaken will be the subject of taxation in accordance with the current legislation.
6. The **successful tenderer** should submit details of their current insurance sufficient to satisfy the requirements for insurance given in the Conditions of the Contract and the Specification. The insurance shall jointly indemnify the Contractor and GOM in the amount not less than **EC\$70,000.00. This will be requested before the signing of the contract.**
7. Tenders should be returned in a sealed envelope, no later than **2:00p.m on Wednesday October 28th 2015.** Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, **“Tender for the Renovation of St Peters Clinic”** and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications Works and Labour, Brades, Montserrat.** The name of the tenderer should also be placed on this inner envelope. The inner envelope should be placed in a large outer envelope and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications Works and Labour, Brades, Montserrat.** The name of the project should also be written on the outer envelope and should read, **“Tender for the Renovation of St Peters Clinic”.** The outer envelope should bear no identifiable mark of the tenderer. Tenders should not have any additional marks on the envelope. Envelopes are to be taken to the top floor of the Ministry of Communications Works & Labour building where the tenderer would place their tender in the Tender Box and be given a receipt after this is completed. **Late tenders will not be considered.**
8. Tenderers are to provide any document or information requested as part of the Tender Evaluation.
9. All tenders will be arithmetically checked, any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
10. Tenderer are not allowed to submit alternative tenders.
11. The Employer is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.

Description of the Works

- Complete various renovation works as specified in the Scope of Works

Ministry of Communications, Works and Labour
Tender Document Checklist

Project Title: *Tender for Renovation of St. Peter's Clinic*
Date scheme advertised: *Thursday 08th October 2015*
Tender Deadline Date: *Wednesday 28th October 2015*
Tender Deadline Time: *2:00pm*

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 below documents should be presented with their bid to ensure that their bid is valid.

Signed Form of Tender (Including time for completion and notice period)	<input type="checkbox"/>
Completed Scope of Work	<input type="checkbox"/>
Tax Compliance Certificate	<input type="checkbox"/>
Signed Anti-Collusion Statement	<input type="checkbox"/>
Details of Contractor Experience	<input type="checkbox"/>

.....
Signed on behalf of Contractor

.....
Date

FORM OF TENDER

The Chairperson
Departmental Tender Committee
Ministry of Communications, Works and Labour
Brades
Montserrat

Dear Sir/Madam;

Re: Tender for Renovation of St. Peter's Clinic

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

EC\$

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

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

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

Email Address

Date.....

AGREEMENT

between

GOVERNMENT OF MONTSERRAT

and

.....

1. This Agreement is made theday of.....**2015** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **Mrs. Beverley Mendes**, Permanent Secretary, Ministry of Communications and Works(hereinafter referred to as “**GOM**”) of the one part andwhose address isacting herein and represented by(hereinafter referred to as the “**Contractor**”) of the other part.

The Employer is desirous that certain infrastructure works should be carried out in the St. Peter’s region and has being accepted by the contractor for the sum of (\$.....) are the amount to carry out the works according to the schedule and other documents which comprised the contract document.

2. This Agreement shall take effect from the..... and subject to prior termination as provided by this agreement shall continue for a period of months.
3. In this Agreement:
- a) “Agreement” means these General terms and Conditions in Schedule 1 together with the Specification drawings, Signed Form of Tender, Priced Bill of Quantities, Specifications, Contract Drawings, tender circular, addenda in Schedule 4 and any document incorporated into this agreement by reference;
 - b) “**Contractor**” includes the **Contractor**, and his/its employees;
 - c) “deliverables” includes specifications, drawings and any component element of the Works;
 - d) “Engineer” means a duly authorized representative of GOM who is also qualified and trained as a Civil Engineer
 - e) “Works” means the works to be executed in accordance with this agreement as described in the Specification drawings.
4. The **Contractor** is an independent contractor and shall not be considered in any respect as being an employee of **GOM**.
5. The **Contractor** shall supply its Montserrat Social Security number and verify the accuracy of the number as entered on all documentation connected with this agreement, and shall provide to **GOM** evidence of good standing with and observance of the requirements of the Social Security Board.
6. The representative of **GOM** for the administration of this agreement is the Permanent Secretary, Ministry of Communications and Works (hereinafter referred to as the Administrator). The Administrator shall have final authority for acceptance of the **Contractor’s** performance, and if satisfactory shall initiate the process for approval of payment to the **Contractor**. No payment shall be made without such approval.
7. The **Contractor** shall provide the deliverables specified in column 1 of Schedule 2, within the timelines set out in Column 2 of Schedule 2, in return for the fees set out in column 3 of Schedule 2, under the terms and conditions outlined in Schedule 1.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date herein first mentioned.

BY

BY

Beverley Mendes
Permanent Secretary, Ministry of
Communications and Works

WITNESS

WITNESS

SCHEDULE 1

Terms and Conditions

- I. **GOM** may at any time by a written notice modify the deliverables described in Schedule 2 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 deliverables, or furnish a breakdown of estimated changes in costs or delay in the deliverables 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.
- II. As full consideration for the services performed by the **CONTRACTOR** under the terms of this agreement the **GOM** will pay the fees as outlined in Schedule 2, payable against original invoices delivered to the **GOM** at its headquarters 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/provide the deliverables, or has defectively carried out services/provided deliverables required by this Agreement to be carried out 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.
- III. The **GOM** shall have the right, at its expense, to have a representative of the **GOM** inspect such records and invoices of the **CONTRACTOR** as are necessary to verify the **CONTRACTOR's** performance and all expenses submitted pursuant to this Agreement and the **CONTRACTOR** shall make such records and invoices available for inspection during normal business hours at the **GOM** Headquarters.
- IV. All records related to this Agreement at any time in the possession of the **CONTRACTOR** shall be retained for a period of one (1) year after the termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the **GOM**, shall be retained by the **CONTRACTOR** until the claim has been resolved.
- V. The **CONTRACTOR** shall not remove any material, goods or equipment purchased by the **GOM** and furnished to the **CONTRACTOR** to facilitate the performance of its obligations under this contract without the prior written consent of the Administrator.
- VI. The **CONTRACTOR** shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The **CONTRACTOR** shall not seek to acquire any such information outside of the performance of its/his duties under this Agreement.
- VII. (a) The **Contractor** shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the **GOM**, such consent not to be unreasonably withheld.

(b) The **Contractor** retains full and complete responsibility for every aspect of the Works and deliverables including any aspect which might be sub-contracted or assigned to another person under clause VII (a), including the duty to ensure that any such part of the Works or deliverables are completed in a good and workmanlike manner, with sound materials and in conformity in all respects with the drawings, elevations and specifications and at all times and in every respect in compliance with the Building Codes of Montserrat and all the applicable laws.

(c)The **Contractor** shall respond to any reasonable query from GOM regarding the quality and quantity of materials procured by him/it for use in the Works and deliverables and shall provide **GOM** with satisfactory evidence of his/its compliance with the agreed specifications periodically/monthly/quarterly during the construction of the Works and within Seven days of completion.

(d) The **Contractor** shall procure and supply all materials required and described in the priced Bill of Quantities, specifications, tender circular, addenda and contract drawings and shall ensure that those materials are used in construction of the Works and provision of the deliverables.

VIII. The **Contractor** agrees to undertake and complete renovation works to the St. Peter's Clinic and all Works described in the Specifications, drawings, the tender documents and all tender circulars and addenda.

IX. The **Contractor** and **GOM** agree that they will each have the respective obligations under this agreement as outlined in **Schedule 3**.

(a) The **Contractor** agrees to indemnify, and keep the **GOM** indemnified, from and against any and all loss, damage, expense, liability, claim or proceedings (whether criminal or civil) suffered by **GOM's** agents, servants or third parties, including any legal fees and costs incurred, resulting from a breach of this Agreement by the **Contractor** and/or arising in connection with the performance of this agreement by the **Contractor** or arising out of or in the course of or caused by the carrying out of the Works:

- (i) in respect of personal injury to or death of any person; or
- (ii) in respect of any damage whatsoever to any property real or personal due to any negligence, omission and default of the Contractor.

(b) The **Contractor** agrees to indemnify **GOM** in respect of claims from anyone suffering damage to their equipment or property, or accidents suffered by their employees, agents or third parties, resulting from the **Contractor's** actions.

X. The Contractor shall produce such evidence as GOM may reasonably require that the insurance's referred to in the form of tender have been taken out and are in force from commencement of works until project completion.

XI. The Contractor shall ensure that suitable systems for controlling traffic and pedestrian movements are discussed with the Traffic Commissioner and implemented during its operations to minimize any delays to road users.

XII. (a)**GOM** will disburse each payment in respect of the deliverables only after receipt of certification issued by the Engineer that:

- (i) the respective phase of the Works or deliverable has been satisfactorily completed and complies with the drawings and building code;
- (ii)the value of the work completed at that stage corresponds to or exceeds the sums previously disbursed.

(b) **GOM** shall retain 5% of each payment up to a maximum of 3% of the contract sum and release the accumulated total retention to the **Contractor** at the end of the warranty period provided at all works and repairs have been executed to **GOM's** satisfaction.

XIII. The parties agree that a warranty period of 12 months is part of the agreement, during which time the Contractor bears full responsibility for the execution of maintenance of the works and any repair or correction which becomes necessary due to the failure and incorrect performance of the Contractor.

XIV. The **Contractor** shall notify **GOM** in writing of his/its completion of the Works. The Engineer shall certify the date when in his opinion, the Works have reached practical completion. This date shall be the date of commencement of the warranty period.

XV. The **Contractor** shall pay to **GOM** a penalty of 1% of the contract price a day, for every day the completion of the Works is overdue.

XVI. The parties agree that a dispute relating to the agreement shall be determined by a Mediator. Any party may request that a Mediator be appointed. The parties shall try to agree a single Mediator by whom the matter shall be determined. The Mediator once appointed shall specify a reasonable time and date for submissions, and information by each party. The parties shall cooperate with the Mediator and with such enquiries that he/she may deem necessary. No confidential information supplied to the Mediator shall be disclosed to any third party. The Mediator may set out his/her own procedure and be entitled to award financial damages or to order the performance or prohibition of any act as he/she deems fit. In the event agreement cannot be reached clause 23 condition of contract shall apply.

XVII. a) The **Contractor** shall receive two complete originals of this agreement.
b) Subsequent to the commencement of the agreement, the **Contractor** shall receive a copy of all additions to and amendments to the Specifications or drawings.

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

(i) Without reasonable cause he/it wholly or substantially suspends the carrying out of the Works, or

(ii) He/it fails to proceed regularly or diligently with the Works, or

(iii) He/it refuses or neglects to comply with a written notice/instruction given by the Engineer and by such refusal or neglect the works are materially and adversely affected

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

(b) If the **Contractor** continues with the default for 14 days from the issue of the notice under the agreement **GOM** may by a further notice to the **Contractor** terminate this agreement. Such termination shall take effect on the date of receipt of such further notice.

(c) **GOM** shall not issue a notice of termination shall not be given unreasonably or vexatiously.

(d) The Engineer shall determine the amount due to the **Contractor** which shall include loss, damage or expenses incurred by **GOM** as a direct consequence of the termination. A final payment certificate will be prepared by the Engineer.

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

(i) Force majeure, or

(ii) The Engineer's instruction

the **Contractor** or **GOM** may upon expiry of the period of the suspension give notice to the other party that unless suspension is terminated within 7 days after the receipt of such notice, **GOM** shall pay to the **Contractor** the total value of the Works properly executed at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.

(f) A party shall not issue a notice of termination unreasonably or vexatiously.

XIX. The Engineer may issue instructions on behalf of **GOM**, with regard to the postponement of any or all the Works to be executed under this contract.

XX. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

XXI. 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.

XXII. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

XXIII. (a) 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.

(b) A party that is delayed in meeting or that fails to perform its obligation under this agreement because of Force Majeure, shall have no liability to the other for such delay or failure to perform. Both parties shall use reasonable endeavors to mitigate as far as possible, the effects of the Force Majeure event.

(c) If one party is prevented from or delayed in performing its obligations under this agreement as a result of Force Majeure, the other party shall be released to the equivalent extent from its obligation in relation to that particular Force Majeure event.

XXIV. The provisions relating to confidentiality, indemnities and limitation of liability shall survive any completion, rescission, expiration or termination of this agreement. In addition, all rights and restrictions relating to any perpetual licenses and all payment terms relating to any outstanding payments shall survive.

XXV. Any notice or other document required to be given under this agreement or any communication between the parties with respect to any of the provisions of this Agreement shall be in writing and may be sent by electronic mail to the correct email 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)A notice shall be delivered as follows:

(i) if to **GOM**, to:

Beverley Mendes
Permanent Secretary
Ministry of Communications Works & Labour
Brades
Montserrat
Fax: (664) 491-6659
Email: mcw@gov.ms

(ii) if to the **Contractor**, to:

Address:

Email:

(iii) In proving the giving of a notice it shall be sufficient to prove respectively that the notice was left at the relevant party's address or that the envelope containing the notice was properly addressed and dispatched or dispatch of any electronic transmission used was confirmed.

SCHEDULE 2

The Contractor will provide the services/deliverables described in column 1 within the timelines indicated in column 2 in return for the fees in column 3:

Services/Deliverables	Timelines	Fees

SCHEDULE 3

Obligations of each party under this agreement

Contractor's obligations	GOM's obligations

SCHEDULE 4

List all documents making up the contract

Renovation Works to St. Peter's Clinic

Scope of Works

Note: The successful contractor is required to supply all materials and labour to complete the work described, as well as necessary scaffolding and transportation, unless where indicated.

Item	Description	Qty	Unit	Rate	Price
1	Reception Area				
1- 1	Carefully remove existing window operator and supply and install new	16	Nr		
1- 3	Carefully remove existing 5' - 0" x 6' - 10" duple timber door and frame with a 5' - 0" x 3' - 9" viewing panel.	1	Nr		
1- 4	Carefully reinstall existing 5' - 0" x 3' - 9" viewing panel with plexi - glass	1	Nr		
1- 5	Supply and install new 32 ^{7/8"} x 81 ^{3/8"} single aluminum door and frame with 1/2" security window insert with 3" aluminum blades to include all ironmongery (door handle, etc.). Allow for these two (2) doors to act as a double door and allow for cutting and all other works for increasing existing opening to suit door type and make good after refix.	2	Nr		
1- 7	Carefully remove existing 52" x 82" duple timber door and frame and dispose offsite to New Windward dump site.	1	Nr		
1- 6	Supply and install new 52" x 82" double aluminum door and frame with bello horizonte windows with all ironmongery (door handle, etc.)as instructed by PWD Architect.	1	Nr		
1- 8	Carefully remove existing 3' - 0" x 4' - 2 1/2" timber windows and dispose offsite to New Windward dump site.	4	Nr		

1- 9	Supply and install 36" x 49'- ^{13/16} " aluminum window white finish with 3" aluminum blades. Allow for filling to be done at the top of the windows as instructed by PWD Architect	4	Nr		
1- 10	Carefully remove existing 3' - 0" x 2' - 9" timber windows and dispose offsite to New Windward dump site.	4	Nr		
1- 11	Supply and install 36" x 31'- ^{13/16} " aluminum window white finish with 3" aluminum blades. Allow for filling to be done at the top of the windows as instructed by PWD Architect	4	Nr		

2	Dressing Room				
2- 1	Carefully remove existing window operator and supply and install new	1	Nr		
2- 2	Supply and install window screens to 6' - 0" x 4' - 0" window	1	Nr		
2- 3	Supply and install window screens to 5' - 0" x 4' - 0" window	1	Nr		
2- 4	Supply and install window screens to 4' - 0" x 4' - 0" window	1	Nr		

3	Waiting Room for Eye Clinic				
3- 1	Carefully remove existing ceiling which includes shingles, membrane and all existing timbers. Supply and install finished ply to entire ceiling area. Price to include timber strips to cover butt joints between sheets and architraves around perimeter as instructed by PWD Architect.	12	ft ²		
3- 2	Prepare wall to receive hacking	14	ft ²		
3- 3	Apply 1/2" render to both internal and external face of existing wall and include bonding agent.	14	ft ²		

4	External Work				
4- 1	Clean existing 8' - 6" drain with a 4" depth.		Item		
4- 2	Refix existing handrail to concrete surface.		Item		
4- 3	Supply and install metal handrail; galvanised steel tubing; 2" diameter top middle and bottom railing; welded to 2" diameter vertical steel posts; all galvanised members to be degalvanised with etching solution and primed with red oxide and finished with 2 coats of gloss enamel; straight as instructed by PWD Architect.	78	ft		
4- 4	Supply and install metal handrail; galvanised steel tubing; ; welded to 2" diameter top middle and bottom railing; 6" x 4" x 3/8" thick mild steel plate welded to metal posts and bolted fix to concrete surfaces with 2 hilti anchor bolts; all galvanised members to be degalvanised with etching solution and primed with red oxide and finished with 2 coats of gloss enamel; raking as instructed by PWD Architect.	13	ft		
4- 5	Carefully install existing 3'-3" x 4'-0" shutter to include existing hinges.	1	Nr		
4- 6	Ensure protection for the removal of existing roof.		Item		
4- 7	Carefully remove existing ceiling which includes shingles, membrane and all existing timbers. Supply and install finished ply to entire ceiling area. Price to include timber strips to cover butt joints between sheets and architraves around perimeter as instructed by PWD Architect.	692	ft ²		

5	Kitchen			
5- 1	Prepare wall to receive hacking and rendering.	14	ft ²	
5- 2	Apply 1/2" render to both internal and external face of existing wall.	14	ft ²	
5- 3	Supply and apply one coat of emulsion paint and one coat primer to rendered walls to match existing paint.	2	yd ²	

6	Entrance to Lower Level			
6- 1	Prepare wall to receive hacking and rendering.	14	ft ²	
6- 2	Apply 1/2" render to both internal and external face of existing wall.	14	ft ²	
6-3	Supply and apply one coat of emulsion paint and one coat primer to rendered walls to match existing paint	2	yd ²	
Grand Total				EC\$

General Specifications

GENERAL SPECIFICATION FOR MATERIALS AND WORKMANSHIP

1.0 THE WORKS GENERALLY

1.01 Materials and Workmanship

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

1.02 British Standards

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

1.03 Manufactured Materials

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

1.04 Alternative Materials

"Or equal approved" means that products other than those specified may be used provided that the contractor satisfies the Project Manager as to their suitability and obtains his written approval. The Project Architect reserves the right to insist on the specified product if such approval is not given.

1.05 Accuracy

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

1.06 Inspections

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

1.07 Scaffolds

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

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

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

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

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

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

1.08 Clearing and Cleaning

Remove all timber forms for concrete or other timber not required in the permanent works from the site. Keep the site clean and tidy. On completion, remove all plant, materials, waste and rubbish. Repair any damaged existing features and clean out gutters.

Remove all stains and splashes, clean glass, remove all dust and dirt from surfaces and leave the completed structure(s) to the Project Manager's satisfaction.

2.0 CONCRETE WORK

All structural concrete used on this project will be of the Type Class B

2.01 Formwork Generally

Formwork shall be constructed to the shape and dimensions shown, sufficiently tight to prevent leakage and shall be securely braced and shored to prevent displacement, at the same time safely supporting the construction loads.

Formed finishes shall have the appearance of a dense, well-compacted concrete and any minor voids or honeycombing shall be made good as directed.

Vertical formwork for columns, not supporting the weight of the concrete may be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations but not less than 12 hours after concreting.

Formwork for columns that support the weight of the concrete shall remain in place until the concrete has reached its specified 28 days strength and in any case shall remain in place for at least the following periods:

The contractor shall be solely responsible for the safety of the constructions during and after form removal.

2.02 Mixing Concrete

The mixing of the concrete shall be carried out by means of a batch machine of approved design and capacity to be agreed with the Project Manager prior to the commencement of the works.

The mixing shall continue until there is a uniform distribution of the materials and the mass is uniform in colour and consistency. The mixing time shall not be less than two minutes and the batch or any part thereof shall not be permitted to remain in the drum longer than ten minutes after being completely mixed.

2.03 Placing Concrete

Before placing commences, all formwork shall be clean and free from construction debris and shall be properly oiled or lime-washed. All reinforcement shall have been placed in proper position and firmly supported and forms for all construction joints and stop ends completely installed. Runways shall have been placed and any steel disturbed properly replaced. The formwork shall be wetted down to eliminate suction and all water used for this purpose drained away.

Immediately after mixing, the concrete shall be placed in the work in layers not exceeding 6" thick. Each layer shall be thoroughly vibrated or rammed until it has been made to penetrate and fill all the spaces between and around the reinforcement or other embedded fixtures and has properly and completely surrounded them throughout their entire length in such a manner as to ensure that all surfaces are dense and free from honey combing or other defects. It is imperative that the work to be done quickly as well as effectively and a sufficient number of men shall be employed to ensure this. Vibrators must be used for all columns, beams and suspended slabs and for all paths, roads or hard-standings exceeding 4" thickness.

In no circumstances shall the concrete be thrown or dropped from a height or deposited under conditions that would cause the separation of the coarser from the finer portions of the concrete.

When no special placing plant is provided, the concrete shall be conveyed from the mixer to the point of deposit in as short a time as possible and shall be emptied onto a tray from which it shall be carefully placed in its final positions in the forms by shovels. Concrete shall be deposited at several points in line and shall not be permitted to flow along the forms.

In columns and other similar members, the bottom 1" shall be filled with grout which shall consist of cement and water mixed to a thick, creamy consistency. In deep members in which congestion of steel makes placing difficult the lower part of the forms shall be filled with grout in the same way. The grout in each case shall be deposited immediately in advance of the concrete and shall not be permitted to dry out or set so as to lose its mobility before the concrete is placed on top of it.

2.09 Stoppage of Work

No concrete of any kind shall be placed during inclement weather. The Project Manager reserves the right to stop concrete placing during periods of excessive rainfall unless adequate precautions are taken to protect freshly placed concrete from the weather.

2.10 Worked Finishes

Tamped Finish: when no specific finish is required, tamp to a plain or evenly ribbed finish with tolerance suitable for subsequent work or use.

Wood Float Finish: close the surface with a wood float to produce an even slightly coarse texture, free from ridges and depressions.

Steel Trowel Finish: repeatedly trowel by appropriate means (e.g. Power float) to produce a dense smooth surface free from ridges and depressions. If a thin floor finishing is to be applied no defect in the concrete should show through the finish. Maximum permissible deviation is 1/8" from a 9" straight edge.

Brush Finish: after working to a smooth finish, draw a stiff bristled brush across the surface to produce an even non-slip finish of fine parallel line free from ridges and depressions. Trowel the margins of the panel with a steel float to produce a uniform band approximately 4" wide.

Generally: Form falls where required to ensure that all areas drain naturally towards outlets and other run-off points. All newly finished surfaces shall match existing finished surfaces.

2.11 Curing of Concrete

Concrete after taking its initial set shall be protected from drying out at all times during the first three days.

Acceptable methods of curing are by flooding, by polythene sheeting in close contact, by permanently wet Hessian or by an approved proprietary curing compound which should not affect adhesion of subsequent finishes, not stain exposed concrete. During the curing period the concrete should be shaded from direct sunlight.

2.12 Construction Joints

All joints including day joints should be straight and perpendicular to the surfaces.

Construction joints for slabs and beams may be located at or near the middle of the span. Construction joints for columns and horizontal wall joints shall be made only at the underside of floor members or at floor level unless otherwise approved.

Un-reinforced slabs are to be laid in bays not exceeding 20' in length and no bay should have a length exceeding 1- ½ times its width. Fabric reinforced slabs are to be laid in bay not exceeding 30' in length.

Hardened concrete faces of joints should be prepared for subsequent concrete by cleaning and roughening the face of the joint to remove laitance and expose but not

disturb the larger aggregate. For horizontal surfaces, washing off laitance and fines after concreting may attain exposure, once initial set has occurred.

The Contractor shall submit for approval construction joints scheduled for walls and slabs. The contractor shall not attempt to cast a single pour of more than 20 cu. yds. (e.g. 36 x 6') without obtaining the prior approval of the Project Manager.

2.13 Samples and Testing

Testing shall be in accordance with BS 1881.

Samples for compressive strength shall be taken from concrete Classes A and B at the rate of 1 sample per 10 batches, but not less than 1 sample from each Class on each day of casting. A sample shall consist of three standard 6" cubes that shall be cured by immersion in water until tested. One cube from each sample shall be tested at 7 days and the remaining two cubes at 28 days. Each cube shall be marked with a unique reference number and record shall be kept to record the class, date of casting and location of member corresponding to the cube. Slump tests shall be carried out for each batch.

The test results must be submitted to the Government Architect.

3.00 CARPENTRY & JOINERY

Generally

Comply with BS 5268: Parts 2 and 3

3.01 Timber and Plywood

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

3.02 Preservative

Timber and plywood are to be pressure impregnated with copper/chrome/arsenic (CCA) solution to BS 4072.

After cutting or machining, brush on preservative in two applications to cut surfaces.

3.03 Fastenings

All fastenings are to be galvanized or zinc plated. Bolt washers are to be large diameter, i.e., at least 3 times the bolt diameter with a thickness of at least $\frac{1}{4}$ of the bolt diameter.

3.04 Splices

Do not splice timber members except where shown on the drawing.

3.05 Doors

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

3.06 Door and Window Frames

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

4.00 ROOF CONSTRUCTION

4.01 Roof and Gutter waterproofing treatment

RADCON 7 waterproofing surface sealer or equivalent applied to reinforced concrete slab in accordance with the Manufacturers Particular Specification, obtained through local suppliers.

5.00 METAL WORK

5.01 Ironmongery

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

5.02 Finished Hardware

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

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

Locksets and latch sets shall be as secure and fit for their intended purposes. Locks shall be supplied with master keys. Locks must be provided with two keys that will be turned over to the Project Manager on completion of this Contract.

5.03 Windows

Windows shall be of Lausell manufacturer or equivalent, obtained from local suppliers (catalogue enclosed).

6.00 PLASTERING, PAVING AND TILING

6.01 Materials

Materials as are as described in Concrete Work, except that sand for plastering shall comply with BS 1199.

Over-sifting of sand shall be avoided.

6.02 Substrates

All surfaces specified or indicated on the drawings to be plastered or rendered are to be thoroughly brushed and cleaned and well wetted before the work is executed. Plaster on concrete surfaces shall be applied to galvanized expanded metal lath, securely fixed and overlapping by 4" onto adjacent block work. Joints between new and existing plaster are to be carefully executed by cutting plaster on a splay as directed by the Project Manager before applying new plaster.

6.03 Proportioning Mixing and Timing

The materials used for plastering shall be proportioned by volume by means of gauge boxes.

Unless otherwise specified, the proportions shall be one part of cement to between four and six parts of sand.

Once an acceptable mix within this range has been determined and approved by the Project Manager, the same proportions shall be used throughout.

Mortar mixes shall be used up within two hours of the first contact of the cement with water. All mixes remaining after this time are to be discarded. No re-tempering shall be carried out.

6.04 Cement Screeds

Lay sand and cement screeds to the thickness necessary, well bonded to the sub-concrete. Screeds are to be smooth and level and approved by the Project Manager prior to applying tiling or finish.

7.00 PAINTING

7.01 Preparation

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

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

Existing metal surfaces are to be washed down with soap and water and roughened with abrasive paper.

Surfaces of wood to be painted shall be filled as required at no more than 1/8" per layer, each layer being dried in between. Treat all knots, shakes and resinous portions of timber with shellac knotting. Rub down and remove dust and decorate.

7.02 Materials

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

Samples of all colours shall be submitted to the Project Architect for approval.

Undercoats shall be flat and of the approved colour. All paint, when approved, is to be ordered in one batch to ensure the matching of colours.

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

7.03 Mixing

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

7.04 Painting

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

External rendered block work or exposed concrete surfaces: Apply Weather shield paint in accordance with the manufacturer's instructions.

Internal non-painted fair faced block work or exposed concrete surfaces: Apply one coat primer and two coats of latex paint.

External Previously Painted Surfaces: As non-painted surfaces. Where mildew is determined, the surface preparation sterilization process below shall be followed by paint applied to the local area.

To floors where tiles are not laid, if specified, apply traffic resistant floor paint strictly following manufacturer's instructions.

Metalwork: To all external and internal metalwork, where specified, apply one coat Red oxide anticorrosive metal primer and one coat alkyd gloss. Rub down with abrasive paper between coats.

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

Galvanized steel: Apply etch primer before decoration then apply one coat of anticorrosive metal primer and one coat alkyd hard gloss paint.

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.....2015

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

EVALUATION OF TENDER

Evaluation Criteria

The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. **Tenders must achieve a minimum score of 65% to be considered for award of contract.**

Criteria Description	Weight (%)
Price	60
Technical Compliance & Tenderer's Experience	40

Tenderers that fail to meet the above qualifying score will be rejected and not considered for award of contract.

Price (60%)

Tenderers must complete the Form of Tender and the Bill of Quantities and return them with their tender submission. The tendered price is a significant factor and the Government of Montserrat will seek to ensure that the works are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. Government of Montserrat is not bound to accept the lowest or any tender. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenders.

Technical Compliance & Experience (40%)

Adherence to technical specification is paramount. Prospective tenderers need to provide details of at least 2 previous contracts completed within the past 10 years of a similar nature to the scope of works of this tender with a value of a minimum \$70,000 for material and labour and a minimum value of \$28,000 for labour only. These details should include but are not limited to the following; the entity or person for which the work was completed, contact information for the entity or person, the value of the works, the location of the works. In addition the prospective tenders can submit award letters for works in lieu of the above mentioned information. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenders.

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