



Ministry of Health & Social Services

Health Headquarters

P. O Box 24

Brades

Montserrat. W. I.

Tel: (664) 491-2552/2880

Fax: (664) 491-3131

Email: mehcs@gov.ms

July 20th, 2017

Dear Sir/Madam,

Re: Tender for the Construction of Glendon Hospital X-ray Plant Room.

The Ministry of Health invites you 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. Bill of Quantities
5. General Conditions of Contract
6. Anti-Collusion Statement
7. Evaluation Criteria
8. Post Contract Evaluation
9. the schedule of labour rates
10. the schedule of material prices
11. the schedule of construction equipment
12. the list of proposed sub-contractors
13. Specifications
14. Drawings

Please return a **Completed** set of documents consisting of the priced and signed Form of Tender, Bill of Quantities, 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 **Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. The name of the project should also be written on this inner envelope and should read, "Tender for the Construction of Glendon Hospital X-ray Plant Room". The name of the tenderer should also be written on the inner envelope.

This inner envelope should be placed into an outer envelope addressed to **Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. The name of the project should also be written on this outer envelope and should read, "Tender for the Construction of Glendon Hospital X-ray Plant Room". The outer envelope should bear no identification of the tenderer. Tenders are to be received no later than **2:00p.m on Wednesday 09th August 2017**. Please ensure that no additional marks are placed on the outer envelope.

Tenders are to be taken to the Ministry of Finance main office where the tenderer would place their tender in the Tender Box and be given a signed and dated receipt after this is completed.

A site visit will be arranged for 10:00 am on Wednesday August 2nd, 2017 at the Hospital site. Any queries relating to the tender or works included should be made in writing and emailed to the Director, Public Works Department at brucej@gov.ms or Permanent Secretary at Ministry of Health at hazeld@gov.ms. The deadline for the submission of queries will be at 16:00hrs on Monday 31st July 2017.

Yours sincerely,


.....
ff **Dorothea Hazel**
Permanent Secretary (Ag)

X-RAY PLANT ROOM
INSTRUCTIONS TO TENDERER

Tender Documents and Instructions

- A Tenderers will be supplied with the following tender documents:-
- Tender Dossier
 - Tender Drawings
- B Invitation Letter/verbal confirmation was done.
- C Tender Drawings prepared by the Architect; Public Works Department, Ministry of Communication, Works and Labour.
- D Bills of Quantities prepared by the Quantity Surveyor, Public Works Department, Ministry of Communication, Works and Labour.
- E One copy of the above mentioned tender document will be supplied to tenderers. Tenderers must comply strictly with the following instructions; failure to do so is liable to cause your tender to be rejected.
- F. Documents to be submitted together with the Form of tender:
1. Instruction to Tenderers
 2. Document Check List
 3. Form of Tender
 4. Bill of Quantities
 5. Tax Compliance
 6. General Conditions of Contract
 7. Signed Anti-Collusion Statement
 8. Evaluation Criteria
 9. Post Contract Evaluation
 10. the schedule of labour rates
 11. the schedule of material prices
 12. the schedule of construction equipment
 13. the list of proposed sub-contractors
 14. construction program
- G This tender is based on the Drawings presented, Specifications, Conditions of contract and Bills of Quantities (measured works section), hereinafter is referred to as the Contract Documents.

Scope of the Works

- A Contract provides for:-

- B The supply, fabrication and erection of the entire works as outlined in the Tender Document.
- C The proposed works are described in the Drawings, Scope Statements and Bills of Quantities which are provided to the tenderers.

X-RAY PLANT ROOM (Cont'd)

INSTRUCTIONS TO TENDERER (Cont'd)

Explanation of Documents

- A If any point/s in the documents issued for the purpose of tendering are not clear, the tenderer is especially asked to telephone the Public Works Department at +664 491 6611 or +664 491 8566 to clarify any Queries on the drawings or in the Bills of Quantities. The Government Architect will provide explanations by the issue of an addendum to confirm answers given, and not less than 2 working days prior to the date fixed for the delivery of tenders, and a copy of such addendum will be dispatched to all parties who have taken sets of the tender documents. Any addendum so issued will be incorporated in the contract documents.

All information given on the drawings or in the contract documents relating to materials encountered, ground-water, sub-surface conditions, natural phenomena, and existing pipes and other structures is from the best source available to the Employer at preparation of tender documents. All such information is furnished only for the information and convenience of tenderers.

Statements to Tenderer

- A Neither the Employer; Government of Montserrat., nor any of its agents or servants shall be bound by or held liable for any statement made or delivered to any tenderer unless such a statement shall have been confirmed by a circular letter to tenderers issued by the Government Architect.

X-RAY PLANT ROOM (Cont'd)

INSTRUCTIONS TO TENDERER (Cont'd)

Tenderer to Investigate Before Tendering

- A The tenderer will be deemed to have read and examined all the documents and he/she shall satisfy him or herself as to all matters and contingencies which can in any way influence his or her tender. Any neglect or failure on the part of the tenders 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 persons whose Tender is accepted from any risks or liabilities for the complete Works, nor will any claim for increase of the Contract be entertained as a result of such negligence.

- B The tenderers are required to visit and examine the site and its surroundings, and he/she may obtain for him or herself all the information that may be necessary for compiling his or her tender. He/she must examine the tender documents and ascertain the matters on which he/she will be deemed to have satisfied him or herself with all the risks and obligations which the Contract will impose on the Contractor, submission of the tender therefore shall be considered conclusive evidence of such.

- C The tenderer shall submit his or her tender with the understanding that the tender documents are intended to cover all the work within the scope of the Contract, and that unless expressly excluded, any and all labour and materials not indicated therein, but necessary to complete any part of work, shall be considered as included and shall be furnished.

X-RAY PLANT ROOM (Cont'd)

INSTRUCTIONS TO TENDERER (Cont'd)

- D Any alteration made by a tenderer to the documents issued for the purpose of tendering or omission by him or her to complete fully and return every document as required by this notice to tenderers, unless otherwise instructed by the Government Architect, may preclude consideration of the tender by the Employer. Should any further information be required, it will be supplied on request by the Government Architect.

Bills of quantities

- A Quantities contained within the Bills of Quantities do not necessarily indicate conclusively the amount or the extent of works to be preformed. The tenderer must satisfy himself or herself as to the general accuracy of the quantities given in the bill of quantities and must provide accordingly in the tender rates. If he/she considers that any quantity may differ materially from the figure given in the bills of quantities, he/she must call attention to the fact in a letter accompanying the tender. The tenderer must not insert additional items in the bills of quantities, but must provide for all his/her obligations under the Contract in the rates and prices entered against the items provided. An all-in rate comprising of labour, material, transportation and plant must be entered against every item in the bills of quantities, **(unless otherwise specified)**. If any item is left un-priced it shall be deemed as allowed for elsewhere. The schedules must also be completed if provided in the tender documents.

X-RAY PLANT ROOM (Cont'd)

INSTRUCTIONS TO TENDERER (Cont'd)

Currency of Tender

- A Tenders shall be priced in Eastern Caribbean Dollars. Rates and prices shall be inclusive of applicable taxes. In order to keep the bidding process as fair and simple as possible, please bid as a **duty paid** project.

- B The tenderer must familiarize himself/herself 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 labour and materials, etc. to be incorporated in the Works.

- C The tenderer must allow for all Wharfage Dues, Package Tax, Importer's Licenses (where applicable), Stamp Duties, taxes and charge that may be required.

- D 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.

X-RAY PLANT ROOM (Cont'd)

INSTRUCTIONS TO TENDERER (Cont'd)

Return of Tenders

Tenders shall be sent to: -

- A **Chairman**
Public Procurement Board
Ministry of Finance and Economic Management,
Government Headquarters,
Brades,
Montserrat
- B Tenders shall be made on the appropriate Form of Tender included in the tender documents. The complete tender shall be submitted in a plain sealed envelope or packaged clearly marked on the outside: -
- C **“TENDER FOR THE CONSTRUCTION OF X- RAY PLANT ROOM,” GLENDON HOSPITAL ST JOHN’S, MONTSERRAT**
- D The outer envelope or package shall bear no indication of the identity of the sender.
- E Tenders shall reach the above address no later than 2pm on Wednesday 09th August 2017.

X- RAY PLANT ROOM (Cont'd)

INSTRUCTIONS TO TENDERER (Cont'd)

Information to be Completed by the Tenderer

- A Tenderer shall complete the tender documents so provided. 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 authorised 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 date and 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.

Responsibility for Tender

- A The Employer, Government of Montserrat will not be responsible for, or pay for, any expense or loss which may be incurred by the tenderer in the preparation of his tender.
- B The Tenderer to whom the award is made may be required to furnish, and deliver to the Employer, a written bond of indemnity, of the same form as that in security forms section of the tender document, 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, not including Sunday or Legal Holiday. Failure to execute the Contract shall be sufficient reason for the Government Architect to cancel the award without obligation or claim upon the Employer.

X- RAY PLANT ROOM (Cont'd)

INSTRUCTIONS TO TENDERER (Cont'd)

A Increases / Decreases in Cost of Labour and Materials

- i. Increases / decreases in the current cost of labour and 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 dayworks and variations will be considered shall be listed in the Schedule listed in the preliminary Appendix. These Schedules shall be completed and submitted with the Tender. Failure to submit them may lead to disqualification of the Tender.

Bribery

- A The offer of a bribe or other inducement to any person with the object of influencing the placing of the Contract will result in instant rejection of the tender concerned.

Time for Commencement

- A 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 Government Architect. The Contractor shall, however, commence work no later than the date specified in the above Notification.

Time for Completion

- A The time for completion for the complete contract is to be determined by the tenderer in the Form of Tender.

X- RAY PLANT ROOM (Cont'd)

INSTRUCTIONS TO TENDERER (Cont'd)

Validity of Tender

- A The tender shall be valid for 90 calendar days from the date fixed for public or private opening of tenders. During this period the tender is irrevocable. The Employer shall notify the successful tenderer (if any) of its acceptance within the period of the tender validity. 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, and stated earlier.

Acceptance of Tender

- A The Employer, Government of Montserrat., does not bind itself to accept the lowest or any tender nor to assign any reason for the rejection of any tender. Tenders may be declared void if the tender sum exceeds the funds available for the works.

Errors in the Tender

- A Errors discovered in the Contractor's Tender will be dealt with as follows:
The Contractor will be given details of such errors and afforded an opportunity of confirming or withdrawing his offer. If the Contractor withdraws, the tender of the second most advantageous tenderer will be examined, and if necessary this Contractor will be given a similar opportunity.

FORM OF TENDER

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Brades
Montserrat

Dear Sir/Madam;

Re: Tender for the Construction of X-RAY Plant Room

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 tender 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.....

APPENDIX TO FORM OF TENDER

Clauses

Amount of Bond or Guarantee (if required):	10 percent of Contract Sum
Amount of Third Party Insurance	EC \$72,000.00
Period for commencement from Notification of Award of Contract Calendar Days **
Time for completion Calendar Days **
Amount of Liquidated Damages	EC\$252 per day or part thereof
Period of Maintenance	12 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

Ministry of Health
Tender Document Checklist

Project Title: ***Tender for the Construction of X-RAY Plant Room***

Date scheme advertised: 20th July 2017
Tender Deadline Date: 09th August 2017
Tender Deadline Time: ***2:00pm***

Below are the following documents that should be provided for a contractor's tender 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 tender 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 Bill of Quantities	<input type="checkbox"/>
Tax Compliance Certificate	<input type="checkbox"/>
Signed Anti-Collusion Statement	<input type="checkbox"/>
Schedule A - D	<input type="checkbox"/>
Construction Programme	<input type="checkbox"/>
Method Statement	<input type="checkbox"/>
Proposed Payment Schedule	<input type="checkbox"/>
Details of Contractor Experience	<input type="checkbox"/>

.....
Signed on behalf of Contractor

.....
Date

AGREEMENT

between

GOVERNMENT OF MONTSERRAT

and

.....

1. This Agreement is made the day of.....**2017** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by Ms. **Dorothea Hazel, Permanent Secretary (Ag)** (hereinafter referred to as “**GOM**”) of the one part and whose address is acting herein and represented by (hereinafter referred to as the “**Contractor**”) of the other part.

The Employer is desirous that the construction of an X-RAY Plant Room be carried out at Glendon Hospital and the Contractor has accepted that the compensation due to him for carrying out the said construction is the amount submitted by him/her during the tender process and is 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 days/weeks/months.
3. In this Agreement:
 - a) “Agreement” means these General terms and Conditions in Schedule 1 together with the Signed Form of Tender, Priced Bill of Quantities, Specifications, Contract Drawings, signed and dated Anti-Collusion statement, 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) “Quantity Surveyor” means a duly authorized representative of GOM who is also qualified and trained as a Quantity Surveyor
 - 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 Social Security number (**if locally based**) 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 Health (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

Dorothea Hazel
Permanent Secretary (Ag)

Contractor

WITNESS

WITNESS

[illegible]

Excavation and filling

A | Excavating topsoil for preservation; average depth 2"

10

sy

B|Excavating trenches for width not exceeding 2'-0"

1

cy

Concrete work

C|Foundations

1

CV

Formwork

D | To sides of foundations

1

sy

Reinforcement

E|1/2" High tensile bars in ground beam

76

lb

F|3/8" High tensile links in 8" x 12"

43

lb

To Collection

		Quantity	Unit	Rate	Amount
	SUPERSTRUCTURE				
	<u>Reinforced Concrete</u>				
	A 8" x8" Concrete Column	1	cy		
	B 8" x 14" Concrete Column	1	cy		
	C 8" x 14" Beam	1	cy		
	D 8" x 8" Lintels	1	cy		
	E 6" Floor Slab	14	sy		
	F 6" Roof Slab	16	sy		
	<u>Formwork</u>				
	G To sides of 8" x 8" columns	4	sy		
	H To sides of 8" x 14" columns	5	sy		
	J To sides of 8" x 14" beams	5	sy		
	K To sides of 8" x 8" lintels	1	sy		
		.			
	L To soffit of roof slab	12	sy		
	M To 6" edge of floor slab	11	ly		
	N To 6" edge of roof slab	11	ly		
	To Collection				

		Quantity	Unit	Rate	Amount
	SUPERSTRUCTURE (continued)				
	<u>Reinforcement</u>				
A	1/2" High tensile bars in 8" x 14" beams	76	lb		
C	1/2" High tensile bars vertical in 8" block walls	126	lb		
D	BRC # 66 in 6" floor slab	14	sy		
E	1/2" High tensile bars in 6" roof slab	262	lb		
F	1/2" High tensile bars in 8" x 8" columns	27	lb		
G	1/2" High tensile bars in 8" x 8" lintels	20	lb		
H	1/2" High tensile bars in 8" x 14" columns	41	lb		
J	3/8" High tensile links in 8" x 14" beams	40	lb		
K	3/8" High tensile links in 8" x 8" columns	21	lb		
L	3/8" High tensile links in 8" x 14" columns	31	lb		
M	3/8" High tensile links in 8" x 8" lintels	12	lb		
N	Ladder mesh to 8" block walls	62	ly		
	<u>Blockwork</u>				
P	8" Thick reinforced blockwork	26	sy		
Q	Fill alternate cavities of 8" thick blockwork with lean mix concrete	13	sy		
	To Collection				

[illegible]

		Quantity	Unit	Rate	Amount
	<u>WINDOWS / DOORS / STAIRS</u>				
	<u>L10 WINDOWS</u>				
	Wolmanised Pitch Pine to:-				
	A 2" x 4" treated timber frame	30	ft		
	B 1" x 3" Architrave	30	ft		
	C 1" x 4" lining	30	ft		
	<u>L20 DOOR SUPPLIED BY CLIENT (LABOUR ONLY)</u>				
	<u>1 3/4" Thick Solid Panel Door complete with 1 1/2 pairs 4" stainless steel butt hinges with entrance lock deadbolt (Labour Only)</u>				
	D Door Size 76" x 82" (D1)	1	No.		
	<u>Painting</u>				
	<u>One coat Enviroseal primer, two coats Acrylic Emulsion semi gloss on internal doors, frames, stops and moulding</u>				
	E Frames	2	sy		
	F Architraves	1	sy		
	G Lining	2	sy		
	<i>Door and Wiindows carried to Summary</i>				

		Quantity	Unit	Rate	Amount
	FINISHINGS				
	<u>Wall finishes</u>				
	<u>Cement and sand (1:3) render applied to;</u>				
A	Walls (internally and externally), columns, beams and lintels	65	sy		
	<u>Floor Finishes</u>				
B	2" Cement and sand mortar screed, trowel smooth surface finish (floor slab)	12	sy		
	<u>Ceiling Finishes</u>				
	<u>Cement and sand (1:3) render applied to;</u>				
C	Ceiling for roof slab	12	sy		
	<u>Painting</u>				
	<u>Apply one coat of acrylic emulsion flat paint to</u>				
D	Surface of rendered ceilings	12	sy		
	<u>Apply one coat of acrylic emulsion flat paint and one coat of Enviroseal primer to</u>				
E	wall Finishes	65	sy		
	Finishes Carried to Summary				

[illegible]

G20 CARPENTRY/TIMBER FRAMING/FIRST FIXING

Wolmanised Pitch pine; Treated

A 2" x 8" Fascia Board

36

ft

B | 2" x 6" battens

87

ft

C Rigid insulation

140

ft2

D Galvalume roof sheets

146

ft2

M60 Painting

363

ft

Apply one coat of acrylic emulsion flat paint and one coat of Enviroseal primer to

E| 2" x 8" Fascia Board

5

SV

Roof Carried to Summary

[illegible]

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 (*) \$/hr.	Hours of Work (**)
Foreman		
Mason		
Steel bender/fixer		
Skilled Labourer		
Labourer		

I (We) shall pay times the above rates of wages for normal overtime work in excess of hours per work day and Saturdays 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 2017

..... (Signature)

(Name in Block Letters)

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

.....

.....

(Business Address)

.....

(Telephone)

SCHEDULE B CONSTRUCTION MATERIALS

On the following page(s) 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 if not locally sourced.

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	Unit Cost (EC\$)
Sand		
Aggregate		
Cement		
Reinforcement mesh		
Reinforcement – 5/8"		
Reinforcement – 1/2"		
Reinforcement – 3/8"		
Reinforcement – 1/4"		
Lumber – 2" x 4"		
Lumber – Form Finish Ply 1/2"		
Lumber – Form Finish Ply 3/4"		
Stainless steel screws		
1/2" diameter aluminum rods		
1/2" diameter bolts		
Emulsion Paint		
Redoxide paint		

Dated this day of 2017

..... (Signature)

(Name in Block Letters)

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

.....

.....

(Business Address)

.....

(Telephone)

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)	
5 Ton Lorry	
3 Ton Lorry	
Vibrator	
Backhoe	
Bobcat	
Excavator	

Dated this day of 2017

..... (Signature)

(Name in Block Letters)

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

.....

.....

(Business Address)

.....

(Telephone)

SCHEDULE D - LIST OF PROPOSED ESTABLISH SUB-CONTRACTORS

I (We) propose to sub-contract the following parts of the Works to the sub-contractors listed below. I (We) agree not to make changes to this list without the written consent of the Project Manager.

In my (our) opinion, the sub-contractors named hereunder are reliable and competent to perform that part of the works for which each is listed and, in any case, I (we) understand that all proposed sub-contractors shall be subject to the Architect/Contract Administrator's written approval.

Name and Address of Sub-Contractor	Part of the Works
	Steel Bender/Fitter
	Carpenter
	Mason
	Labourer

Dated this day of 2017

..... (Signature)
(Name in Block Letters)

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

.....

.....
(Business Address)

.....
(Telephone)

**GOVERNMENT OF
MONTSERRAT
PUBLIC WORKS DEPARTMENT
GENERAL CONDITIONS
OF
CONTRACT**

GENERAL CONDITIONS

1 Definitions

- a) The “Contract” means these General Conditions together with the Specifications, drawings and includes the contract agreement
- b) The “Employer” means the Government of Montserrat
- c) The “Quantity Surveyor” means a duly authorized representative of the Employer
- d) The “Government Architect” means a duly authorized representative of the Employer
- e) The “Contractor” means the company appointed to carry out the works
- f) The “colony” means the colony of Montserrat
- g) The “Site” means the areas and/or places where on or in which the Works are to be carried out
- h) The “Works” means the works to be executed in accordance with this Contract as described in the Specifications
- i) The “language” of the Contract shall be English
- j) The “Law” applicable to the Contract, shall be the Laws of Montserrat

2 Contract Document - Priority

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

3 Extent of Contract

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

4 Power to Vary or Omit

- a) The Employer reserves the right to vary from time to time during the progress of the works, the Specifications or Drawings and shall in writing, notify the Contractor of such variation. If the instructions are given orally, they shall, within two days be confirmed in writing by the Quantity Surveyor. In the event of any such variation involving an alteration in the cost, or in the period required for completion an agreed revision of contract price and/or time of completion may be made, any such alterations should be deemed part of the Contract.
- b) No variation, alteration or addition to the work indicated in the Specification and/or Drawing shall be made unless the written instruction of the employer has been obtained.

5 Assignment of Contract

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

6 Supply of Materials

- 1) The Contractor shall within the agreed contract price, supply such materials as required **(unless otherwise specified)** and detailed by the Specifications.
- 2) The contractor shall ensure that all materials necessary for the purpose of carrying out the specified work, be removed daily after completion of work and on completion of the contract.
- 3) The Client shall supply the 1¾" thick Solid Panel Door (L20) complete with all ironmongery for installation by the successful Contractor.

7 Setting Out

- 1) The Contractor is responsible for setting out of the works.

8 Workmanship

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

9 Removal of Debris

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

10 Supervision of Works and Skilled Workmen

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

11 Contractor's Plant

- a) The Contractor shall provide at their own cost all tools, and other plant necessary for the purpose of carrying out the specified Work in an organized and expeditious manner.
- b) The contractor shall ensure that all tools and plants necessary for the purpose of carrying out the specified work, be removed daily after completion of work daily and on completion of the contract.

12 Payment Fees

The Contractor shall be responsible for the payment of all fees necessary for the completion of the Contract required by a Statutory Authority within the Colony of Montserrat.

13 Safety

- a) The Contractor is responsible for the safety of all persons employed by him.
- b) He or she shall in no way carry out any work that could be seen to endanger the life of any of his employees or of any member of the general public, including any other employee of the employer.
- c) He or she shall ensure that there is no communication between him/herself, any member of the Hospital Staff in respect of the works.
- d) He or she shall not abide by any instructions given by any member of Hospital Staff for the entire contract period.

14 Injury to or death of a person

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

15 Damage to Property

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

16 Evidence of Insurance

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

17 Traffic Control

Due to the nature of the Works it will be the responsibility of the Contractor to ensure that a system of traffic control is in operation, that will not interrupt Hospital daily functions.

18 Payment to the Contractor

Payment to the Contractor will be made after the issue of an Architect's certificate based on the amount of work completed to date. A retention of 5% will be held from the value of each certificate up to a maximum of 3% of the contract sum. Such retention money will be released at the end of the warranty period provided that all works and repairs have been executed to the satisfaction of the Employer.

19 Warranty Period

A warranty period of 12 months is part of the Contract agreement, during which time the Contractor bears the full responsibility for the execution of maintenance of the works and any repair or correction which might become necessary due to the failure and incorrect performance of the Contractor.

20 Handing Over Completed Works

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

21 Failure to Meet Completion Date

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

22 Matters not Contained in the Contract

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

23 Matter of Disagreement

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

24 Contract Documents

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

25 DETERMINATION OF THE CONTRACT

1) Default by the Contractor

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

- a) Without reasonable cause he wholly or substantially suspends the carrying out of the works, or
- b) He fails to proceed regularly or diligently with the works, or
- c) He refuses or neglects to comply with a written instruction given by the Government Architect and by such refusal or neglect the works are materially affected The Government Architect may give to the Contractor a notice specifying the default or defaults.

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

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

2) Consequences of determination under clause 25.i.

The Government Architect shall determine the amount due to the Contractor which shall include loss, damage or expenses incurred by the Employer as a direct

consequence of the determination. A final payment certificate will be prepared and issued accordingly.

3) Determination by the Contractor or Employer

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

- a) Force majeure, or
- b) The Architects instruction

Then the Contractor or the Employer may upon expiry of the period of the suspension give notice to the other that unless suspension is terminated within 7 days after the receipt of such notice.

The Employer shall pay to the Contractor, the total value of the work properly executed at the date of determination of the employment of the Contractor, such value ascertained in accordance with the conditions as if the employment of the Contractor had not been determined.

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

26 SUSPENSION OF THE UNCOMPLETED WORKS

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

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.....2017

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 provided. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that bids would be deemed Non-compliant. **Tenders must achieve a minimum score of 70% to be considered for award of contract.**

Criteria Description	Weight (%)
Administrative Compliance	Pass/Fail
Method Statement / Risk Analysis	10
Programme of Works	10
Financial Compliance	45
Technical Compliance & Tenderer's Experience	35

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

Administrative Compliance (Pass/Fail)

Tenderers must submit all the documents requested in the tender document. The tender checklist provides a list of requirements which need to be fulfilled. All Tenderers are required to fully complete the Form of Tender including the commencement time and the proposed completion time which are highlighted. In addition, Tenderers are required to fully complete the Bill of Quantities provided. A valid Tax Compliance Certificate must be submitted with each submission. Tenderers must sign and date the Anti-Collusion statement. Tenderers must include details of two (2) previous works of similar nature in accordance with the Technical Compliance below. This fulfils The Administrative Compliance which is weighted a pass/fail. Where **all** the above requirements have been fulfilled then the tenderer would advance to the next evaluation criteria. If any of the above mentioned items are not submitted, then the tender would be deemed non-compliant and the submission rejected.

Method Statement/Risk Analysis (10%)

Tenderers are required to submit a work method statement which should identify a fully detailed outline of the work task or process which should be completed in carrying out the said works. Construction Risk should also be identified and control strategies outlined to ensure that all the possible mitigation to prevent hazards, and safeguard the wellbeing of the workforce. Tenderers should also submit a risk method statement to show how to eliminate (or reduce as

far as possible) the possibility of an accident occurring where individuals may suffer injury or work related illness, or where property may be damaged. Ensuring Health and Safety of all throughout the works is paramount to the project's success. This criterion would be assessed on a weighting of (10%).

Programme of Works (10%)

Tenderers are required to provide an accurate detailed programme of works showing a list of all activities which would be carried out to complete the works including time frames for each activities. The programme should effectively show the start dates, duration of key activities, the total duration for completing the works and hand over date. Programmes with the necessary requirements would be assessed on a weighting of (10%).

Financial Compliance (45%)

The tendered price is a significant component and the Government of Montserrat will seek to ensure that the works are undertaken at the most economically advantageous price. Nonetheless the Government of Montserrat is not bound to accept the lowest or any tender. However, there are other factors as listed in the criterion description for evaluation and these will be considered proportionately. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenderers, also against an independent internal estimate and assessed on a weighting of (45%).

Technical Compliance & Experience (35%)

Adherence to the technical specification is paramount to tenderers achieving success in the evaluation process. Prospective tenderers need to provide details of at least 2 previous contracts completed within the past 5 years of a similar nature to the scope of works of this tender with a value of a minimum \$100,000.00 for material and labour and a minimum value of \$40,000 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 tenderers, and assessed on a weighting of (35%).

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



Government of Montserrat

CONTRACT PERFORMANCE REPORT

GoM Contract Ref	Start Date	Contractual Completion Date				
Service/Item Code	Contractor & VDB No (if known)					
Delivery Point	Project & Contract Title					
Original Contract Value	Original Programme (weeks)	Actual Completion Date:				
Completion Value (if agreed)	Final Programme (weeks)	Would you use them again? Yes / No				
Any problems with performance or advance payment guarantees?		Yes / No				
Comments	CP score ✓ as appropriate	5 - good	4 - good	3 - poor average	2 poor	1 awful
Organisation						
Quality						
Personnel						
Environment						
Safety						
Commercial						
Manufacturing						
Technical						
Time						
Additional information (if necessary amplifying comments, eg why would you use them again if they had scored poorly, were delays/increases in cost the fault of the supplier):						
Signed (Project Officer)			Date:			