



## **EMERGENCY SHELTER PROJECT**

**Tender for Renovation of  
House and Refuge Deliverance Ministry  
(Shiloh) Pentecostal Church**



**MINISTRY OF AGRICULTURE, TRADE, LANDS, HOUSING AND THE ENVIRONMENT**  
**P.O. Box 272**  
**Brades**  
**Montserrat**  
**West Indies**

**Tel: (664)-491-2546/2075/3529**  
**Fax: (664)-491-9275**  
**E-Mail: [malhe@gov.ms](mailto:malhe@gov.ms)**

10<sup>th</sup> October, 2017

**Ref: MATLHE 11/2**

Dear Sir/Madam,

**Tender for Renovation of House and Refuge Deliverance Ministry (Shiloh) Pentecostal Church**

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

1. Instruction to Tenders
2. Form of Tender
3. Form of agreement & Contract Conditions
4. Scope of Works
5. Bill of Quantities
6. General Specifications
7. Evaluation Criteria
8. Anti- Collusion Statement
9. Document Check List

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 Agriculture, Trade, Land, Housing and the Environment, Brades, MSR1110, Montserrat. The name of the project should also be written on the inner envelope and should read, "Tender for the Renovation of the House and Refuge Deliverance Ministry (Shiloh) Pentecostal Church Salem".** The name of the tender should also be written on the inner envelope. Please follow the instructions set out in Instructions to Tenderers below;

**The Chairperson, Departmental Tender Committee, Ministry of Agriculture, Trade, Land, Housing and the Environment, Brades, MSR1110, Montserrat. The name of the project should also be written on this outer envelope and should be read:**

**“Tender for the Renovation of the House and Refuge Deliverance Ministry (House and Refuge Deliverance Ministry (Shiloh)) Pentecostal Church Salem”.**

The outer envelope should bear no identification of the tenderer. Tenders are to be received no later than **2:00pm on Friday, 27<sup>th</sup> October, 2017.**

Envelopes are to be taken to the top floor of the new Ministry of Agriculture, Trade, Land, Housing and the Environment Headquarters 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 **2:00 pm on Tuesday 17<sup>th</sup> October 2017** at the House and Refuge Deliverance Ministry (House and Refuge Deliverance Ministry (Shiloh)) Pentecostal Church in Salem.

Any queries relating to the tender or works included should be made in writing to Daphne Cassell, Permanent Secretary, MATHLE. Via email [CassellD@gov.ms](mailto:CassellD@gov.ms) not later than 2.00pm Wednesday 18<sup>th</sup> October 2017.



**Daphne Cassell (Mrs.)**

The Chairperson

Departmental Tender Committee

Ministry of Agriculture, Trade, Land, Housing and the Environment,

## **INSTRUCTIONS TO TENDERERS**

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

### **Instructions for Submitting a Tender**

**You will need 2 plain envelopes for the Tender submission**

**You must follow these instructions, failure to do so may result in the bid being non-compliant and not considered any further.**

#### **Envelope 1.**

1. Write the name of the project on the envelope as written below;

**Tender for Renovation of House and Refuge Deliverance Ministry (Shiloh)  
Pentecostal Church**

2. Write the name of the bidder (Tenderer, Supplier) on this envelope. Now put this envelope into another plain envelope (Envelope 2.)

#### **Envelope 2**

Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for Tender return:

**“Tender for the Renovation of the House and Refuge Deliverance Ministry (Shiloh)  
Pentecostal Church Salem”**

Tenders are to be delivered to the address below tenderers will be given a receipt:

**The Chairperson  
Departmental Tender Committee  
Ministry of Agriculture, Trade, Land, Housing and the Environment,  
Brades, Montserrat MSR1110,**

***\*NB: Envelope 2 must not have the Bidders name on it or any other markings.  
Tenders are to be received no later than 2:00 p.m. on 27<sup>th</sup> October 2017.***

1. **Confidentiality of Documents**

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

2. **Dispatch of Tenders**

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

The Tender and all supporting documents shall be enclosed in a sealed envelope bearing the words in the right hand corner, **"Tender for Construction of "Renovation Works of the House and Refuge Deliverance Ministry (House and Refuge Deliverance Ministry (Shiloh)) Pentecostal Church Salem".** The envelope should bear no indication of the sender.

The envelope shall be addressed to:

**The Chairperson Departmental Tender Committee**

Ministry of Agriculture Trade Lands, Housing and the Environment  
(MATLHE)  
Brades  
Montserrat

3. **Contract Documents**

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

4. No unauthorized alteration or addition should be made to the Form of Tender, or to any other component of the Tender Document. If any such alteration or addition is made or these instructions are not fully complied with, the Tender may be rejected. Should any further information be required, it will be supplied on request by the Architect/Contract Administrator.

5. Any neglect or failure on the part of the tenderer to obtain reliable information upon any matters affecting the cost, execution, construction, completion and maintenance of the Works and the Contract shall not relieve the contractor whose Tender is accepted from any risks of liabilities for the completion of the Works, nor will any claim for increase of the Contract sum be entertained as a result of such neglect or failure.
6. Tenderers shall at their own expense visit the site and obtain for themselves, on their own responsibility, all information they may require prior to submitting a tender and entering into a contract. Each Tenderer, in submitting a proposal, warrants that he has investigated and inspected the site and its surroundings and is acquainted with the requirements of the Contract. Submission of a tender shall be considered conclusive evidence that the Tenderer has made such examinations and knows all the conditions that will affect the Works.
7. Tenders must be submitted on the Form provided. Prices shall be in Eastern Caribbean Dollars. Each form shall be completely filled out. Tender prices must be completed in ink. Erasures or other changes must be noted over the signature of the Tenderer.
8. All works undertaken will be the subject of taxation and social security liability in accordance with current legislation. Tenderers **must** submit a current Tax Compliance and Social Security Compliance certificate with their bid if **locally based**. **All tenderers must be tax and social security compliant at the commencement of contract.**
9. The successful Tenderer will be required to supply Construction All Risk Insurance to the value of the Contract Sum. The insurance shall indemnify contractor and GoM.
10. Each Tender must contain the name, residence and place of business of the person or persons making the Tender and must be signed by the Tenderer with his usual signature. Tenders by partnership must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Tenders by corporation to be signed with the legal name of the corporation followed by the name of the State of incorporation and by the signature and designation of the President, Secretary or other person authorized to bind it in the matter. **Satisfactory evidence of the authority of the signer on behalf of the firm shall be furnished.**

11. Award of Contract will be made to the tenderer whose tender is found to be most advantageous to the Government of Montserrat. The Employer is not bound to accept the lowest or any tender and reserves the right to reject any or all tenders. **The employer is not bound to state the reason for the rejection of any tender. The Tenderer shall bear the cost of preparing the tender.**
12. The Tenderer to whom the award is made will be required to enter into an agreement with the Employer. This agreement will be of the form that is in the Tender Documents.
13. **Performance Bond**

The Tenderer to whom the award is made will be required to furnish, and deliver to the Employer, a written bond of indemnity, of the same form as that in Appendix A, in the amount of ten percent (10%) of the Contract Price, and with surety thereon acceptable to the Employer. The bond shall be furnished and maintained at the expense of the Contractor. The party to whom the Contract is awarded will be required to execute the Contract and (if required) furnish the Performance Bond duly executed within seven days of signing the Contract, not including Saturday & Sunday or Legal Holiday. Failure to so execute the Contract shall be sufficient reason for the Architect/Contract Administrator to cancel the award without obligation or claim upon the Employer.
14. **Increases / Decreases in Cost of Labour**
  - i. Increases / decreases in the current cost of labour subsequent to the date for closing of Tenders will not result in an adjustment to the Contract Price.
15. Should there be any doubt or obscurity as to the meaning of the Tender Documents, or as to anything to be done or not be done under the Contract or concerning these instructions, or any other matter or thing, Tenderers shall set forth in writing such doubts or obscurity and submit them to the Architect/Contract Administrator not later than **20<sup>th</sup> October 2017, (4 working days before due date)**. These and any other outstanding matters will be answered in writing no later than **24<sup>th</sup> October 2017,**
16. Tenderers are to fill in all blank spaces in the Form of tender including the appendix, except where specifically instructed otherwise.

**17. Pricing**

- i. Tenderers are to insert rates or prices against each item in the Form of Tender, Bill of Quantities and where required in the contract. Items against which no rate or price is entered by the Tenderer will be deemed to be covered by the rates of prices set against other items in the Contract.

**18. Mistakes in Tenders**

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

**19. Compliance with Instructions:**

- i. No tender will be considered unless it complies with the conditions set out in these instructions.
- ii. All Addenda issued by the Architect/Contract Administrator prior to the date stated for the closing of Tenders shall be attached to and form part of the Tender.
- iii. The Employer will not be responsible for any expenses or losses that may be incurred by any Tenderer in the preparation of his Tender.
- iv. The Tenderer shall be bound by his Tender except as provided for in Paragraph 17 of these instructions.

**20 Discrepancies in Specifications or Drawings**

- i. Any ambiguity found in the drawings or specifications shall be called to the attention of the Architect/Contract Administrator prior to the date provided in paragraph 16 for clarification of tender queries.
- ii. Ambiguities will be clarified by the Architect/Contract Administrator by Addenda prior to accepting tenders, and one copy of each Addendum shall be submitted with the Tender. No consideration will be given to any claim by any tenderer that an ambiguity or



question was settled verbally prior to submitting his Tender.

- iii All information given to bidders other than by means of the drawings and tender documents or by Addenda as described above, is given informally and shall not be used as the basis of a claim.
- iv To receive consideration, such questions shall be submitted in writing to the Architect/Contract Administrator so as to be received no later than the dates provided in paragraph 16.
- v Decisions rendered by the Architect/Contract Administrator in response to questions received as above-provided will be arranged as Addenda and shall become a part of the Contract.

## **21 Commencement of the Works**

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

## **22 Scope Statement**

The proposed works embodying this contract comprises the construction of the Renovation Works of the House and Refuge Deliverance Ministry (Shiloh)) Pentecostal Church Salem COMPLETE with all the required internal and external works as detailed in the working drawing provided and in accordance with the Scope of Works.

## **23 Technical Compliance**

All tenderers must satisfy the minimum criteria that they have previously successfully completed at least three (3) contracts of EC\$150,000 or greater. Proof may be in the form of a written submission with details of previous clients, addresses, nature and value of the construction undertaken. **Tenderers are asked to note that checks will be made to verify the accuracy of these submissions.** A tenderer will be deemed to be technically suitable to perform the contract if this requirement is met.

**SCOPE of WORKS – Renovation Works of the House and Refuge Deliverance Ministry (House and Refuge Deliverance Ministry (Shiloh)) Pentecostal Church Salem**

The following items are considered to be **WITHIN** the scope of proposed Renovation Works of the House and Refuge Deliverance Ministry (House and Refuge Deliverance Ministry (Shiloh)) Pentecostal Church Salem, as per the submitted Drawing issued:-

- Renovation Works of the House and Refuge Deliverance Ministry (Shiloh) Pentecostal Church Salem.
  - Substructure (Access Steps & Female and male Bathroom & Shower Facility)
    - Excavation & Filling
    - Concrete Work
    - Form Work
    - Reinforcement with epoxy
    - Block Work
  - Superstructure (Female Bathroom & Shower and Male Bathroom & Shower Facility)
    - Concrete Work
    - Form Work
    - Reinforcement
    - Block Work
    - Sundries
    - Joinery
    - Carpentry
    - Roof ➔ Lean 2 2"x8" Rafters, 1"x6" V-joint lumber, Felt paper Shingle and 1'x10" Fascia
  - Finishing
    - Wall Finishes
    - Floor Finishes
    - Ceiling Finishes
    - Roof Finishes
    - Painting & Decorating
    - Balusters

- Fixtures & Fittings
  - Built in Furniture
  - Fittings
- Services
  - Plumbing & Sanitary Fittings
  - Vent Installation
  - Hot & Cold Water Installation
  - Electrical Installation
  - Telephone & Cable Installation
- External Works
  - Staircases
  - Drainage
  - Tidy-up of Site
  - Disposal of ALL Construction Debris

**Note:** The Appendix forms part of the Tender. Tenderers are requested to fill all blank spaces in the Tender Form and the Appendix.

**The Tenderer declares that:**

- a) No person, other than the tenderer, has any interest in this tender or in the Contract proposed to be entered into.
- b) This tender is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a tender for the same work, and is in all respects fair and without collusion or fraud.
- c) The general matters stated in the said tender are in all respects true:

The tenderer has carefully inspected the locality and site of the proposed works, as well as all the drawings, form of tender, instruction to tenderers, specifications, general conditions, agreement and bond, and hereby accepts the same as part and parcel of this contract, and to hereby tender and offer to enter into a contract to do all the work, provide the labour and plant and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, to construct, complete and maintain the whole of the said works in conformity with the said drawings, conditions of contract, and specifications, to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix.

The tenderer also agrees that this offer is to remain open to acceptance for a period of 90 calendar days from the date for the submission of tenders until receipt of written acceptance of the tender, or until the formal contract is executed by the successful tenderer.

# MINISTRY OF AGRICULTURE, TRADE, LAND, HOUSING AND THE ENVIRONMENT

## TENDER DOCUMENT CHECKLIST

Project Title: Emergency Shelters *Renovation of: The House and Refuge Deliverance Ministry (Shiloh) Pentecostal Church Salem*

Date scheme advertised: 10<sup>th</sup> October 2017

Tender Deadline Date: 27<sup>th</sup> October 2017

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

1. Signed Form of Tender **(Including time for completion and notice period)**

☐

2. Completed Scope of Works

☐

3. Tax Compliance Certificate

☐

4. Signed Anti-Collusion Statement

☐

5. Details of Contractor Experience

☐

6. Signed Anti-Collusion Statement

☐

.....  
Signed on Behalf of Contractor

.....  
Date

# FORM OF TENDER

The Chairperson  
Departmental Tender Committee  
Ministry of Agriculture, Trade, Land, Housing and the Environment  
Brades  
Montserrat

Dear Sir/Madam:

**Re: Tender for the Renovation of the House and Refuge Deliverance Ministry (Shiloh) Pentecostal Church Salem**

**Note:** (this is a LABOUR ONLY contract)

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. #.....

Fax #.....

Email Address.....

Date.....

**MONTSERRAT**  
**GENERAL CONDITIONS**  
**OF CONTRACT**  
**FOR**  
**MINOR WORKS**

**Renovation Work at House and Refuge Deliverance  
Ministry (Shiloh) Pentecostal Church, Salem, Montserrat**

Ministry of Agriculture, Lands, Trade, Housing, & the Environment  
P.O. Box 272  
Brades,  
MSR1110  
Montserrat

## **SPECIAL CONDITIONS**

### **1. Liquidated damages:**

The contractor shall be responsible for the delay of the contract period except the delay caused by others (e.g. delay of payment, materials supplied by the client).

Liquidated damages are set at the rate of EC\$100.00 per day or part of a day from the next day of the agreed completion date.

## **TECHNICAL SUBMISSIONS**

The following document shall form and read as part of this agreement:

- A Scope of Works and Bill of Quantities
- Form of Contract
- General Conditions of Contract

## **FEE PAYMENT SCHEDULE**

Final Payment to be awarded subsequent to completion of 100% of work [100% of the Total Value of Work] - EC\$

**Total Value of Work:** \_\_\_\_\_ **- EC\$**



## **GENERAL CONDITIONS**

### **Definitions**

1. The "Contract" means these General Conditions together with the Specification, Drawings, Bills of Quantities and Schedule of Works and includes the Contract Agreement
2. The "Employer" means the Montserrat Land Development Authority on behalf of Government of Montserrat
3. The "Construction Supervisor" means a duly authorized representative of the Employer
4. The "Contractor" means the Company appointed to carry out the Works
5. The "Site" means the lands and/or other places on under or through which works are to be carried out
6. The "Works" means the works to be executed in accordance with this Contract as described in the Scope of Works
7. The "Language" of the Contract shall be English
8. The "Laws" applicable to the Contract shall be the Laws of Montserrat

### **2. Contract document – Priority**

In cases where there appears to be a conflict, the priority of the documents shall be as follows:-

1. Contract Agreement
2. Conditions of Contract
3. Scope of Works and Bill of Quantities
4. Any other document forming part of the Contract

### **3. Extent of Contract**

The Contract comprises of the construction and completion of the Works as described in the Scope of Works and Bills of Quantities (and to supply all necessary labour, plant and temporary works to complete the described works together with such materials as are supplied/required by the Scope of Works.

### **4. Contract Sum**

The Employer will pay the Contractor the sum of **EC\$** for the works or other such sum as shall become payable under the terms of this Contract.

**5. Commencement and Completion**

1. The works shall commence within days of the instruction given by the Employer and shall be completed in weeks after commencement.
2. The Contractor shall notify the Employer in writing if it becomes apparent that the works will not be completed by the above date
3. The Employer shall certify the date when, in his opinion, when the works are practically completed and the Defects Liability Period shall commence from this date.

**6. Power to Vary or Omit**

1. The Employer reserves the right to vary from time to time during the progress of the Works, the Scope of Works 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 Construction Supervisor. In the event of any such variations 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 will be deemed part of the Contract.
2. No variation, alteration or addition to the Work indicated in the Scope of Works shall be made unless the written instruction of the Construction Supervisor has been obtained.

**7. Assignment of Contract**

The Contractor shall not sub-contract the whole or part of the works without the consent of the Employer and the Contractor shall remain liable to the Employer for default and neglect of any sub-contractor.

**8. Setting Out**

The Contractor shall be responsible for setting out the Work.

**9. Workmanship**

1. The Contractor shall carry out and complete the works in a good and workmanlike manner using materials and workmanship of the quality and standard specified. Where the quality of materials and workmanship is a matter of opinion, the standards shall be to the reasonable satisfaction of the Construction Supervisor.
2. The Construction Supervisor may from time to time during the course of the Contract inspect any completed or part-completed work of the Contractor. If the Construction Supervisor is not satisfied with such work he shall instruct the Contractor to remove the defective work and replace the works to his satisfaction at no cost to the Employer.

3. On completion of the works, the Contractor shall satisfy the Employer as to the quality and fitness of the Work.

#### **10. Removal of Debris**

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

#### **11. Supervision of Works and Skilled Workforce**

1. The Contractor shall provide a competent person in charge during the execution of the works and any instructions given to him by the Construction Supervisor shall be deemed to have been issued to the Contractor.
2. The Contractor shall employ in and about the execution of the Works only such persons who are skilled and experienced in their several trades.
3. The Construction Supervisor may (but not unreasonably or vexatiously) issue an instruction requiring the exclusion from the Works of any person employed thereon.

#### **12. Contractor's Plant**

The Contractor shall provide at his own cost all tools, and other plant necessary for the purpose of carrying out the specified Work in an organised and expeditious manner.

#### **13. Payment of Fees**

The Contractor shall be responsible for the payment of all fees necessary for the completion of the Contract required by any Statutory Authority within or without Montserrat.

#### **14. Safety**

1. The Contractor is responsible for the safety of all persons employed by him.
2. He 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 employee of the Employer.

#### **15. 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 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.

#### **16. Damage to Property**

The Contractor shall be liable for and 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 damages 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.

**17. Insurance**

Without prejudice to his liability and obligations to the Employer, the Contractor shall take out and maintain insurance such as to cover the liability of the Contractor in respect of claims for personal injury or death to persons, and loss, injury or damage to any property real or personal, other than the Works, and to ensure that his sub-contractors are likewise insured.

**18. Evidence of Insurance**

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

**19. Traffic Control**

In certain circumstances 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, including regulation of vehicular access, if necessary.

**20. Payment to the Contractor**

1. Payment will be made to the Contractor at the end of the contract period on completion of the Works as agreed by the Employer and the Contractor, subject to the works being in accordance with the terms of the contract.

**21. Defects Liability Period**

A Defects Liability Period of 1 month shall commence from the date of practical completion. During this time the Contractor shall bear the full responsibility for the execution of maintenance of the Works and any repair or correction, which might become necessary due to materials and workmanship not being in accordance with the terms of contract.

**22. Termination of the Contract**

1. If the Contractor fails to commence the Works within the specified time, fails to proceed diligently with the Works or gives reason to believe that he may not complete the Works within the specified time, or there are delays beyond the completion date, or he refuses or fails to comply with any of the Contract conditions or instructions issued by the Employer, or he becomes bankrupt, the Employer shall be entitled to terminate the contract.
2. If the Employer interferes with or obstructs the issue of any certificate or fails to pay any certificate by the final date of payment, or suspends the carrying out the whole or

substantial part of the works for a continuous period of one month or more, then the Contractor shall be entitled to terminate the Contract.

3. If the contract is terminated, the Contractor shall be paid by the Employer for all work executed prior to the date of termination at the rates and prices provided in the Contract. The Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of plant and materials and shall determine the amount due to the Contractor which shall include any loss or expense incurred by the Employer or Contractor as a direct consequence of the termination.

## **23. Dispute**

If in the execution of this contract any matter arises that cannot be agreed on between the Contractor and Employer, the matter shall be referred to an arbitrator agreed on by both parties. The decision of the arbitrator shall be final and binding on both parties. Each party shall bear its own cost in arbitration proceedings.

A notice shall be delivered as follows:

- (i) If to GoM

Mr Franklyn Greenaway  
Manager  
Montserrat Land Development Authority  
P O Box 275  
Brades MSR1110  
MONTserrat

Email: [lda.manager@candw.ms](mailto:lda.manager@candw.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
Labour		

## SCHEDULE 3

**Obligations of each party under this agreement**

Contractor's obligations	GOM's obligations
Labour	Materials

## **SCHEDULE 4**

### **List all documents making up the Contract**

#### **SCOPE of WORKS – Renovation Works of the House and Refuge Deliverance Ministry (Shiloh) Pentecostal Church Salem**

The following items are considered to be **WITHIN** the scope of proposed Renovation Works of the House and Refuge Deliverance Ministry (Shiloh) Pentecostal Church Salem, as per the submitted Drawing issued:-

- Renovation Works of the House and Refuge Deliverance Ministry (Shiloh) Pentecostal Church Salem
  - Substructure (Access Steps & Female and Male Bathroom & Shower Facility)
    - Excavation & Filling
    - Concrete Work
    - Form Work
    - Reinforcement with epoxy
    - Block Work
  - Superstructure (Female Bathroom & Shower and Male Bathroom & Shower Facility)
    - Concrete Work
    - Form Work
    - Reinforcement
    - Block Work
    - Sundries
    - Joinery
    - Carpentry
    - Roof ➔ Lean 2 2"x8" Rafters, 1"x6" V-joint lumber, Felt paper Shingle and 1'x10" Fascia
  - Finishing
    - Wall Finishes
    - Floor Finishes
    - Ceiling Finishes
    - Roof Finishes
    - Painting & Decorating
    - Balusters
  - Fixtures & Fittings
    - Built in Furniture
    - Fittings

- Services
  - Plumbing & Sanitary Fittings
  - Vent Installation
  - Hot & Cold Water Installation
  - Electrical Installation
  - Telephone & Cable Installation
- External Works
  - Staircases
  - Drainage
  - Tidy-up of Site
  - Disposal of ALL Construction Debris

**Note:** The Appendix forms part of the Tender. Tenderers are requested to fill all blank spaces in the Tender Form and the Appendix.

**The Tenderer declares that:**

- d) No person, other than the tenderer, has any interest in this tender or in the Contract proposed to be entered into.
- e) This tender is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a tender for the same work, and is in all respects fair and without collusion or fraud.
- f) The general matters stated in the said tender are in all respects true:  
The tenderer has carefully inspected the locality and site of the proposed works, as well as all the drawings, form of tender, instruction to tenderers, specifications, general conditions, agreement and bond, and hereby accepts the same as part and parcel of this contract, and to hereby tender and offer to enter into a contract to do all the work, provide the labour and plant and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, to construct, complete and maintain the whole of the said works in conformity with the said drawings, conditions of contract, and specifications, to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix.

The tenderer also agrees that this offer is to remain open to acceptance for a period of 90 calendar days from the date for the submission of tenders until receipt of written acceptance of the tender, or until the formal contract is executed by the successful tenderer.



## Bill of Quantities

Ministry of Agriculture, Trade, Lands & the Environment

Date: 6<sup>th</sup> October, 2017

Project: House and Refuge Deliverance Ministry (Shiloh) Pentecostal Church Salem

Item	Description	Qty	Units	Rate (\$)	Total (\$)
	<b>Labour and Materials</b>				
	<b>Footings</b>				
	Install columns 6" x ½" holes in buttress with epoxies				
	Excavation by hand	15	cu. yds		
	Reinforcement to Footings	16	½" Bars		
	Tie Wire	3			
	Concrete to Footing	130	cu. ft		
	<b>Slab Ground Floor</b>				
	Concrete to floor slab	126	cu. ft		
	Reinforcement to floor slab (BRC)	30'	7'		
	Form work to slab	3	sq. yd		
	Tie wire	1	Roll		
	<b>Slab First Floor</b>				
	Concrete to floor slab	102	cu. ft		
	Reinforcement to floor slab	45	½"		
	Formwork to slab	12	sq. yd		
	Tie wire	4	Rolls		
	<b>Column</b>				
	Concrete to column	65	cu. ft		
	Reinforcement to column 3/8" ∅	18	Length		
	Reinforcement to Beams ½" ∅	24	Length		
	Tie Wire	4	Rolls		
	Form work to column	2	sq. yd.		
	Nails (Wall)	5	lbs.		
	<b>Beams</b>				
	Concrete to Beam	50	cu. ft		
	Reinforcement to Beams ½" ∅	20	Length		
	Reinforcement to Beams 3/8" ∅	24	Length		

Item	Description	Qty	Units	Rate (\$)	Total (\$)
	Form work to beam	4	sq. yd		
	Render Interior and Exterior	1080	sq. ft		
	Render Floors	490	sq. ft		
	<b>Blocks</b>				
	8" Blocks for ground floor and first floor	480	No.		
	6" Block	250	No.		
	Cement	16	Bags		
	Sand (Bay)	5	cu. yds		
	Install 36"x80" opening in wall that separates hall/bathroom with hinges and locks (Door Set)	3			
	<b>Roof</b>				
	Shingles to roof (Duration Premium)	400	sq. ft.		
	Galvanize nails 2½"	30	lbs.		
	V-Joint T & G lumber (Pressure Treated)	380	sq. ft.		
	Felt Nails ½"	5	lbs.		
	Felt Paper No. 15	2	Roll		
	Shingle Nails ¾"	10	lbs.		
	2"x8" lumber – 10ft. (Pressure Treated)	15	Length		
	Eaves Drip – 10ft	5	Length		
	1"x10" lumber – 10ft	5	Length		
	Remove 36"x48" window from wall in sanctuary and install window on exterior wall in library		Men		
	Deconstruct Exterior Step leading to the first floor		Men		
	<b>Construct New Step</b>				
	Concrete to step	71	cu. Ft		
	Nails (Wall)	10	lbs.		
	Reinforcement to step ½"Ø	25	Length		
	Tie Wire	2	Rolls		
	Form work to step	3.25	sq. yd.		
	Render to step	185	sq. ft		
	<b>Electrical</b>				
	Electrical points	25	Points		
	Fluorecent lights (4ft)	3	Item		
	Incandescent wall hanging lights	7	Item		

Item	Description	Qty	Units	Rate (\$)	Total (\$)
	110v outlets (Double)	5	Item		
	110v GFI box	2	Item		
	230v single outlets	2	Item		
	Light switch (Single)	9	Item		
	Light switch (Double)	1	Item		
	#1.5 wire	5	Roll		
	#2.5 wire	3	Roll		
	½" Conduit	30	Pack		
	<b>Plumbing</b>				
	Plumbing/Mis	1	Item		
	½" copper pipe fitting	100	Item		
	½" copper pipe tubing	3	Roll		
	Shower valve (Mixer)	3	Item		
	Faucet	3	Item		
	Traps	6	Item		
	Drain	4	Item		
	2" PVC Pipe Schedule 40	5	Item		
	4" PVC Pipe Schedule 40	8	Item		
	Septic	1	Item		
	Toilets	2	Item		
	Face basin	2	Item		
	Floor Tiles	160.8	Sq. ft		
	Wall Tiles	585	Sq. ft		
	Paint	2	5 gal.		
	Primer	1	5 gal.		
	<b>Windows</b>				
	Windows 24"x30"	5	Item		
	Doors 24"x80"	2	Item		
	Doors Solid Core 36"x80"	2	Item		
	Doors with insert for venting	2	Item		
	Door with insert for venting 30"x80"	2	Item		
	Aluminum Door with inserts 36"x80"	1	Item		
	Remove all debris from church ground	3	Item		

Item	Description	Qty	Units	Rate (\$)	Total (\$)
	Transportation	1	Item		
	Equipment	5	Hrs.		
	<b>Total Labour and Materials Cost</b>				

# 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.

#### **1.05 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.

## **2.00 CARPENTRY & JOINERY**

Generally

Comply with BS 5268: Parts 2 and 3

### **2.01 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, 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."

### **2.02 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.

### **2.03 Fastenings**

All fastenings are to be galvanized or zinc plated.

### **2.04 Doors**

A specialist manufacturer shall construct doors. Timber shall be specially selected for straightness and is to be well seasoned, mortised and tenon, 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.

### **2.05 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.

### **3.00 5.01 Ironmongery**

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

### **4.00 Finished Hardware**

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

Hardware for aluminum 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 must be provided with two keys.

## **5.00 PAINTING**

### **5.01 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.

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.

### **6.00 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.

### **6.01 Mixing**

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

### **6.02 Painting**

All paints to be used on this project shall 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.

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

## **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 3 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 for material and labour and a minimum value of \$50,000 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.



**Please complete and return**

Please provide a brief summary of the types of contracts you have worked on to demonstrate that you meet the required criteria. Your tender will be evaluated based on the following criteria:

<b>Evaluation Criteria</b>	<b>Scoring</b>
<b>Technical Capability</b>	
<p><b>1. Experience, knowledge and skills</b> <b>Please provide a brief summary of the types of contracts you have worked on to demonstrate that you meet the required criteria below in each question</b></p> <p>a) A minimum of 5 years' experience in working on similar contracts (10 marks)</p> <p>b) skills and vast knowledge in construction, and knowledge of building codes and regulations; (10 marks)</p> <p>c) Ability to deliver projects within time and budget according to specifications; (10 marks)</p> <p>d) Ability to work with a variety of building materials with demonstrated skills in carpentry and masonry; (10 marks)</p>	<p><b>Total 40%</b></p>

**Please complete and return**

<b>Start Date or Date of Award</b>	<b>Description of Works</b>	<b>Length of Contract</b>	<b>End of Contract date</b>	<b>Name of Client</b>	<b>Price of Contract</b>	<b>Project Completed Date</b>

**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 .....



REMOVE EXISTING WINDOW AND BLOCK UP  
OPENING MAKING GOOD ALL SURFACE WITH  
MORTAR AND PAINT TO MATCH EXISTING



<b>CHANCE INDUSTRIAL</b> <b>CHANCE SUEW</b> <b>NUMBER</b>	
SCALE	101



<b>SHIPPING SLIP</b>	
(Large empty box for shipping slip details)	
FROM: (Empty space for sender address)	TO: (Empty space for recipient address)
PHONE: (Empty space for phone number)	CARRIER: (Empty space for carrier name)
NAME: (Empty space for name)	QUANTITY: (Empty space for quantity)
TOTAL: (Empty space for total)	

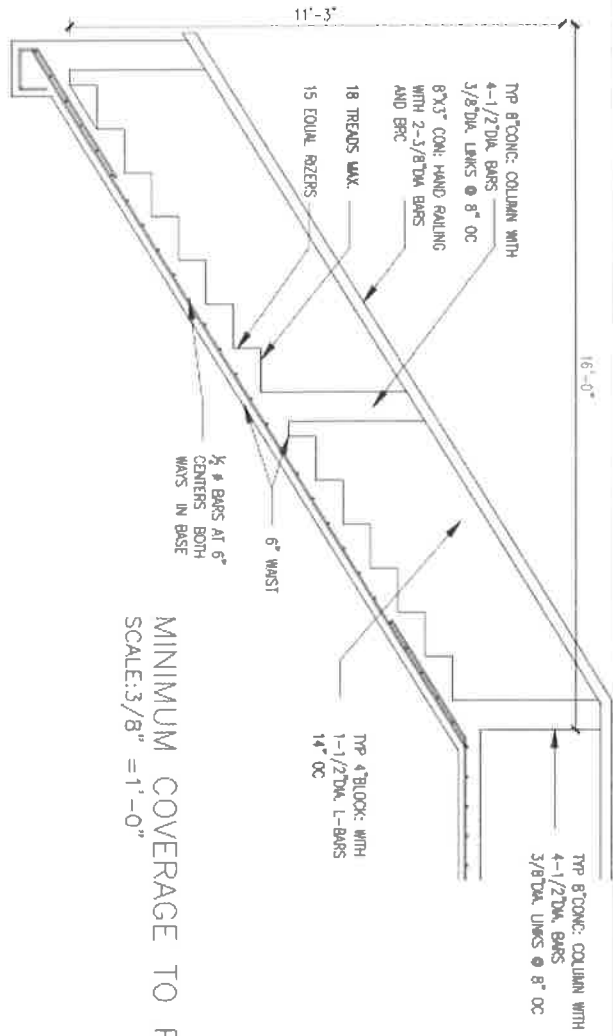
MINIMUM COVERAGE TO REINF

FOUNDATION - 5"

COLUMNS - 1-1/2"

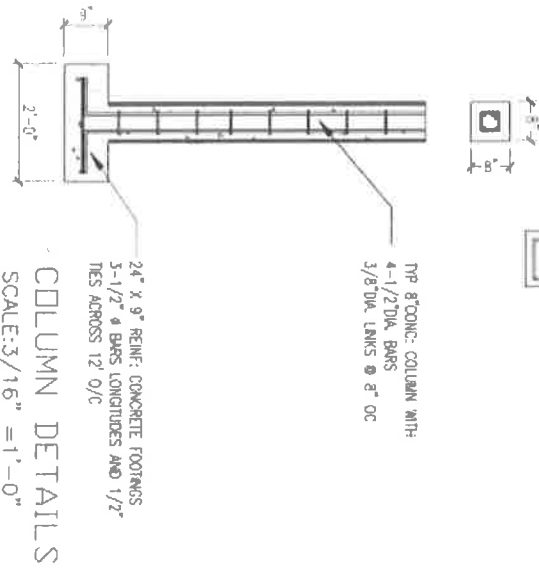
BEAMS - 1-1/2"

SLABS - 1-1/2"



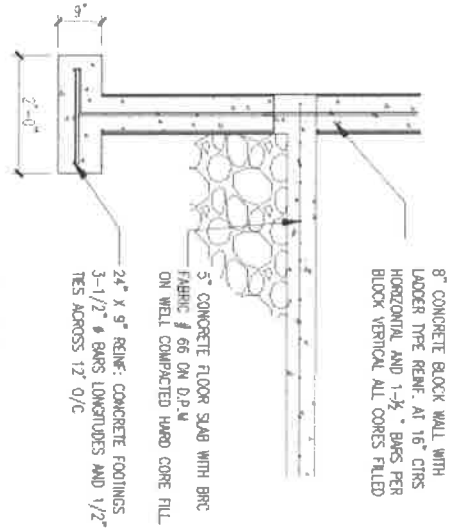
MINIMUM COVERAGE TO REINF

SCALE: 3/8" = 1'-0"



COLUMN DETAILS

SCALE: 3/16" = 1'-0"



FLOOR FLOOR

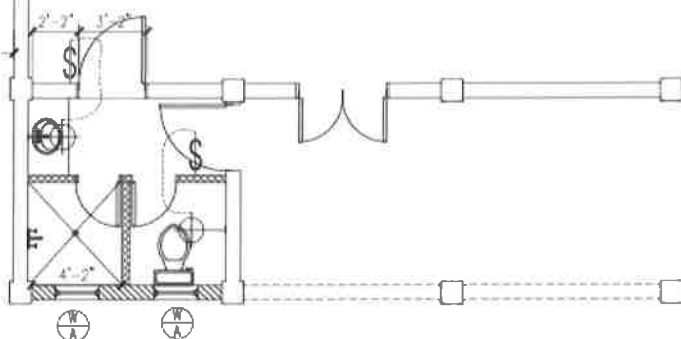
SCALE: 3/16" = 1'-0"

Drawing Name	
Project Name	
Drawing No.	
Date	
Scale	
103	





Architectural floor plan of a bathroom. The plan shows a rectangular room with a door on the right wall. The overall dimensions are 27'-6" wide by 7'-3" deep. The layout includes a toilet, a bathtub, and a shower area. A note on the right side of the plan states: "NEW ELECTRICAL POINTS WILL BE CONNECTED TO THE EXISTING ELECTRICAL PANEL". The plan also shows various fixtures, including a sink, a mirror, and a window. Dimensions are provided for various sections of the room, such as 3'-4", 3'-0", 5'-4", 5'-7", 3'-6", 2'-5", and 8'-0".



<b>SEITE PERSONNEL</b> <b>CEDEX 50100</b> <b>LAURENCE</b>	
Date de naissance :	Date de décès :
Sexe :	Fonction / Poste :
Taille :	Poids :
Poids :	Taille :

## HOSE BIB R.



SCALE: 3/16" = 1'-0"