

### Ministry of Education, Youth Affairs & Sports

P O Box 103
E. Karney Building
Little Bay
Montserrat

*Tel:* 664-491-2541/2542 *Fax:* 664-491-6941

Email: education@gov.ms

*Ref*: ME/2/7/5

20 April 2018

Dear Sir/Madam,

# Re: The Salem Primary School Roof Repair & Construction of Toilet Block

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

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

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, Public Procurement Board, Ministry of Finance, Brades, MSR1110, Montserrat. The name of the project should also be written on the inner envelope as follows: Tender for the Salem Primary School Roof Repair & Construction of Toilet Block. The name of the tenderer should also be written on this inner envelope.

This envelope should be placed into an outer envelope, sealed and addressed to The Chairperson, Public Procurement Board, Ministry of Finance Brades, MSR1110, Montserrat. The name of the project should also be written on this outer envelope and should read:

# "Tender for the Salem Primary School Roof Repair and Construction of Toilet Block".

The outer envelope should bear no identification of the tenderer. Tenders are to be received no later than **12:00 noon** on **Wednesday 16 May 2018**. Please ensure that no additional marks are placed on the outer envelope. Envelopes are to be taken to the Ministry of Finance 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 9:30 am on Friday 27 April 2018, at the Salem Primary School.

Any queries relating to the tender or works included should be made in writing to the Chairman Procurement Board, Ministry of Finance, Government Headquarters, Brades, MSR 1110 Montserrat

Colin HT Fergus Permanent Secretary

# The Salem Primary School Roof Repair & Construction of Toilet Block

### **Table of Contents**

- Instructions to Tenderers
- Document Check List
- Form of Tender
- Form of Agreement & Contract Conditions
- Scope of Works
- Bill of Quantities
- General Specifications
- Anti- Collusion Statement
- Evaluation Criteria
- Construction Drawings

### **INSTRUCTIONS TO TENDERERS**

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

### 1. Confidentiality of Documents

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

### 2. **Dispatch of Tenders**

The Tender shall be delivered on or before the day and before the hour of tender closing stated in the Invitation to Tender. The Form of Tender shall be signed by an authorized representative of the Company. **Tenders received late shall not be considered**.

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, Public Procurement Board, Ministry of Finance, Brades, MSR1110, Montserrat. The name of the project should also be written on the inner envelope as follows: Tender for the Salem Primary School Roof Repair & Construction of Toilet Block. The name of the tenderer should also be written on this inner envelope.

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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" may result in the tender being rejected.

### 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 Contract Administrator. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.

- 10. 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.
- 11. 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.

### 12. Increases / Decreases in Cost of Labour

- 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.
- 13. Should there be any doubt or obscurity as to the meaning of the Tender Documents, or as to anything to be done or not be done under the Contract or concerning these instructions, or any other matter or thing, Tenderers shall set forth in writing such doubts or obscurity and submit them to the Contract Administrator not later than 4:00 pm Monday 30 April 2018.
- 14. Tenderers are to fill in all blank spaces in the Form of tender including the appendix, except where specifically instructed otherwise.

### 15. Pricing

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.

### 16. 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.

### 17. Compliance with Instructions:

- No tender will be considered unless it complies with the conditions set out in these instructions.
- ii. All Addenda issued by the 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

- Any ambiguity found in the drawings or specifications shall be called to the attention of the Contract Administrator prior to the date provided in paragraph 13 for clarification of tender queries.
- ii. Ambiguities will be clarified by the 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 Contract Administrator so as to be received no later than the dates provided in paragraph 13.
- v. Decisions rendered by the 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 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 roof repair and construction of a toilet block at Salem Primary School in Salem. The structure is to be completed 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

There are three components of Technical Compliance. Experience, Implementation Plan and Methods Statements. These are equally important in this segment.

<u>Experience:</u> All tenderers must satisfy the minimum criteria that they have previously successfully completed at least three (3) contracts of \$100,000 or greater. Proof may be in the form of a written submission with details of previous clients' names, 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**.

Implementation Plan: A detailed description of the plan of action which outlines the use of all resources within the quoted time to deliver the desired project output. This plan should be sufficiently detailed to guide the project at every stage and to provide the assurance that every necessary aspect to deliver the required output, on time and on budget has been considered.

<u>Method Statement:</u> is required to demonstrate that all health and safety issues have been considered so that persons and property are keep safe and secure at all times of the project execution, thus reducing likely hazards of injury or property damage. This statement should include, but is not limited to:

- Overview of the entity in control of the activity.
- A brief of the individual responsible for the activity.
- A description of the activity.
- A description of how the work will be managed.
- The location of the activity, its boundaries, means of access and how it is segregated from other activities.
- Plant and equipment required.
- o The procedure for changing the proposed method of work if necessary.
- A step by step description of the activities to be undertaken.
- Precautions necessary to protect workers, and other people that could be affected, including personal protective equipment and ventilation requirements.
- Training procedures.
- The need for specially-trained operators for certain activities.
- o Emergency procedures, including the location of emergency equipment.

- The handling and storage of materials and pollution prevention procedures.
- o Temporary works designs, and
- The method for safeguarding existing structures.

A tenderer will be deemed to be technically suitable to perform the contract if these requirements are met.

# SCOPE of WORKS – Repair of Roof and Construction of a Toilet Block at the Salem Primary School, in Salem.

The following items are considered to be **WITHIN** the scope of proposed roof repair and construction of a toilet block at Salem Primary School, Salem, as per the submitted Drawing issued:

### - Note: The Contractor must ensure the following:

- Observe all Health and Safety rules on site throughout the life of the project
- Secure the site -
- Locate danger signs strategically on site to alert the public
- Erect scaffolding around building to roof level with safety barriers above platform.

**Note**: Persons working on the roof must wear a safety harness.

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- Remove galvalume sheeting from roof stack and store carefully
- Remove laths
- Remove roof boards
- Remove rafters and supports along with walls plates
- Dispose of all lumber removed from roof
- Spray building and its footprint against termites
- Drill and insert (epoxy in) new (specified)hold down bolts for 6" x 6" wall plate at 6' intervals along top of ring beam
- Frame roof. Pay careful attention to roofing details re trusses and fixings (type, sizes, and lengths)
- Attach laths with appropriate type, size and lengths of screws
- Attach roof sheeting and capping to laths with appropriate screws, washers and caps etc
- Apply two (2) coats of specified finish to underside of roof
- Electrical: Rewire building according to the electrical drawings provided.
- Construct a concrete staircase from upper floor to lower floor and make safe with rails on both sides and on the upper floor.

\_\_\_\_\_\_

- Setting out foundation for new bathroom
- Excavate footing
- Reinforcement to footing
- Place concrete to footing
- Form work to columns
- Place concrete to columns
- Form work to beams
- Place concrete to beams
- Form work to deck
- Reinforcement to decking
- Electrical 1st fix
- Plumbing 1st fix
- Place concrete to decking
- Reinforcement to columns
- Construct block work
- Electrical 2nd fix
- Plumbing 2nd fix
- Form work to cols
- Place concrete to cols
- Form work to beam
- Reinforcement to beam
- Rafter roof
- Concrete to ring beam
- Boarding to roof
- Attach laths with specified type, size and length it screws
- Attach galvalume roof sheeting using appropriate screws, washers and nuts.
- Rendering to interior and exterior walls and floor
- Apply three (3) coats of specified finish to underside of roof
- Apply three (3) coats of specified paint to interior and exterior of walls
- Replace defective shutters on building, maintaining original design.
- Apply three (3) coats of oil paint to wooden shutters.
- Replace defective floor supports and floor boards.
- Sand floor boards and make good.

### **New Disabled Ramp**

- Installation must be in accordance with international standards
- install 5'-2" x 6'-11" x 0'- 6" reinforced concrete slab ramp with 1:12 or 1:16 Run.
- Install fabricated hand railing from 2" galvanize pipe on both side of ramp.
- · Render top and side of ramp and finish with nun-skid paint
- Paint railing both with anti-corrosive paint.
- Repair/ Replace broken decorative blocks.

### **Conversion of Existing Toilet to Disabled Toilet**

Remove centre wall in bathroom.

- Remove old fixtures in bathroom.
- Remove and replaced three windows.
- Block out window where the shower will be located.
- Adjust current bathroom door to accommodate 36"x 80" x 1-3/4" door and frame.
- Make good new rough on plumbing for toilet, urinal, shower, face basin.
- Install 18"x18" nun-skid tiles on floor.
- Install new toilet with grab bars, new wall hang face basin, and urinal.
- Install new shower with grab bars, floor recessed to accommodate wheel chair.
- Install wall tiles to height of four feet from floor and seven feet around shower.
- In 12"x12" mosaic non-skid tiles in shower base.
- Prime walls, install two (2) coat of semi-gloss paint on interior and exterior.
- Install one 4' fluorescent light in bathroom.
- Install new one 110 and 220 outlets at face basin.

### **Construction of New Septic or Recondition Existing Septic**

### NOTE:

The condition of the original septic will be checked to determine if it is fit for reuse. If deemed suitable for continued use, the pit will be pumped /cleaned out and made ready for use. In this case the pricing for a new Septic will be deducted from the Bill of Quantities and the final contract price will reflect this. If the septic is unfit for reuse, a new pit will be constructed and the pricing in the Bill of Quantities will form part of a Contract.

- Clear site of all construction debris and clean building before handing over.
  - Substructure (Access Steps to Male & Female Bathroom & Shower Facility)
    - Hoardings
    - Excavation & Filling
    - Reinforcement
    - Form Work
    - Concrete Work
    - Block Work
  - Superstructure (Female Bathroom & Shower and Male Bathroom & Shower Facility)
    - Concrete Work
    - Form Work
    - Reinforcement
    - Block Work
    - Joinery
    - Carpentry

### Sundries

Roof Galvalume over 2"x4" lath, over #30 felt, over 1'x6' V-joint lumber, over 3"x6" pressure treated lumber.

- o 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
- External Works
  - Steps
  - 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 FINANCE**

## **TENDER DOCUMENT CHECKLIST**

| Project Title: Salem Primary School Roof Repair & Construction of To  | oilet Block       |
|---|-------------------|
| Date scheme advertised:   |                   |
| Tender Deadline Date:   |                   |
| Tender Deadline Time:   |                   |
| Below are the following documents that should be provided for a contract valid. Bidders are asked to supply and tick off the following information. Far any of the stated documents will result in the bid being considered non-rejected. | ilure to provide  |
| The documents below should be presented with their bid to ensure that the   | eir bid is valid. |
| Signed Form of Tender (Including time for completion and notice period  | od)               |
| Completed Scope of Works  |                   |
| Tax Compliance Certificate  |                   |
| Signed Anti-Collusion Statement   |                   |
| Details of Contractor Experience/Implementation Plan/Method Statement   |                   |
|   |                   |
|   |                   |
|   |                   |
| Signed on Rehalf of Contractor  | Date              |

### FORM OF TENDER

The Chairperson
Public Procurement Board
Ministry of Finance
Brades, MSR1110
Montserrat

Dear Sir/Madam:

Re: Tender for the Roof Repair and Construction of a Toilet Block at the Salem Primary School, Salem

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. Signed..... (If Name of firm Applicable).....

| Address |      |
|---------|------|
|         |      |
|         |      |
| #       |      |
|         | Fax  |
| #       |      |
|         | Emai |
| Address |      |
|         |      |
| Date    |      |
|         |      |

## **AGREEMENT**

## between

## **GOVERNMENT OF MONTSERRAT**

and

| 1. | This Agreement is made the   |
|----|--|
|    | Secretary, MEYA&S (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 certain works should be carried out in the Salem region and has being accepted by the contractor for the sum of |
|    |  |
|    | (\$) are the amount to carry out the works according to the schedule and other documents which comprised the contract document.  |
| 2. | This Agreement shall take effect from the  |

- 3. In this Agreement:
  - a. "Agreement" means these General terms and Conditions in Schedule 1 together with the Specification drawings, Signed Form of Tender, Priced Bill of Quantities, Specifications, Contract Drawings, tender circular, addenda in Schedule 4 and any document incorporated into this agreement by reference;
  - b. "Contractor" includes the Contractor, and his/its employees;
  - c. "deliverables" includes specifications, drawings and any component element of the Works;
  - d. "Engineer" means a duly authorized representative of GOM who is also qualified and trained as a Civil Engineer
  - e. "Works" means the works to be executed in accordance with this agreement as described in the Specification drawings.
- 4. The **Contractor** is an independent contractor and shall not be considered in any respect as being an employee of **GOM**.
- 5. The **Contractor** shall supply its Montserrat Social Security number and verify the accuracy of the number as entered on all documentation connected with this agreement, and shall provide to **GOM** evidence of good standing with and observance of the requirements of the Social Security Board.
- 6. The representative of **GOM** for the administration of this agreement is the Deputy Financial Secretary (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.

| • | 2, within the timelines set out in 0 out in column 3 of Schedule 2 Schedule 1.            | e deliverables specified in column 1 of Schedule Column 2 of Schedule 2, in return for the fees set 2, under the terms and conditions outlined in ties hereto have executed this Agreement on the |
|---|---|---|
|   | date herein first mentioned.  | ties hereto have executed this Agreement on the   |
|   | BY  | ВҮ  |
|   | Colin Fergus Permanent Secretary Ministry of Education Youth Affai Little Bay, Montserrat | irs and Sports,   |
|   | WITNESS   | WITNESS   |

### **SCHEDULE 1**

### **Terms and Conditions**

- I. GOM may at any time by a written notice modify the deliverables described in Schedule 2 and promptly upon receipt of such modification the Contractor shall within 7 days either advise that the change will not affect its costs or cause a delay in providing the deliverables, or furnish a breakdown of estimated changes in costs or delay in the deliverables attributable thereto. Upon receipt of the breakdown by GOM any changes necessary to the other terms and conditions of the agreement shall promptly be negotiated by the parties and incorporated in an amendment to this contract. The Contractor's failure to advise of any such changes or delays shall constitute the Contractor's consent to the modification without adjustment to the other terms and conditions of this agreement
- II. As full consideration for the services performed by the **CONTRACTOR** under the terms of this agreement the **GOM** will pay the fees as outlined in Schedule 2, payable against original invoices delivered to the **GOM** at its headquarters by the **CONTRACTOR**, provided that **GOM** may give notice of its intention not to pay such fee where:
  - a. The CONTRACTOR has failed to carry out services/provide the deliverables, or has defectively carried out services/provided deliverables required by this Agreement to be carried out and has not remedied such failure or defect within a reasonable time;
  - b.The **CONTRACTOR**, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
  - c. There is a breach of any other provision of this Agreement; and upon giving such notice the **GOM** may withhold payment accordingly.
- III. The **GOM** shall have the right, at its expense, to have a representative of the **GOM** inspect such records and invoices of the **CONTRACTOR** as are necessary to verify the **CONTRACTOR**'s performance and all expenses submitted pursuant to this Agreement and the **CONTRACTOR** shall make such records and invoices available for inspection during normal business hours at the **GOM** Headquarters.
- IV. All records related to this Agreement at any time in the possession of the **CONTRACTOR** shall be retained for a period of one (1) year after the termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the GOM, shall be retained by the **CONTRACTOR** until the claim has been resolved.
- V. The **CONTRACTOR** shall not remove any material, goods or equipment purchased by the **GOM** and furnished to the **CONTRACTOR** to facilitate the

Form of Tender: Page 7

performance of its obligations under this contract without the prior written consent of the Administrator.

- VI. The **CONTRACTOR** shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The **CONTRACTOR** shall not seek to acquire any such information outside of the performance of its/his duties under this Agreement.
- VII. (a) The **Contractor** shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the **GOM**, such consent not to be unreasonably withheld.
  - (b) The **Contractor** retains full and complete responsibility for every aspect of the Works and deliverables including any aspect which might be subcontracted or assigned to another person under clause VII (a), including the duty to ensure that any such part of the Works or deliverables are completed in a good and workmanlike manner, with sound materials and in conformity in all respects with the drawings, elevations and specifications and at all times and in every respect in compliance with the Building Codes of Montserrat and all the applicable laws.
  - (c)The **Contractor** shall respond to any reasonable query from **GOM** regarding the quality and quantity of materials procured by him/it for use in the Works and deliverables and shall provide **GOM** with satisfactory evidence of his/its compliance with the agreed specifications periodically/monthly/quarterly during the construction of the Works and within Seven days of completion.
- VIII. The **Contractor** agrees to undertake and complete Repair and Construction works to the (said Roof and Toilet) and all Works described in the Specifications, drawings, the tender documents and all tender circulars and addenda.
  - IX. The **Contractor** and **GOM** agree that they will each have the respective obligations under this agreement as outlined in **Schedule 3**.
    - a. The **Contractor** agrees to indemnify, and keep the **GOM** indemnified, from and against any and all loss, damage, expense, liability, claim or proceedings (whether criminal or civil) suffered by **GOM's** agents, servants or third parties, including any legal fees and costs incurred, resulting from a breach of this Agreement by the **Contractor** and/or arising in connection with the performance of this

agreement by the **Contractor** or arising out of or in the course of or caused by the carrying out of the Works:

- i. in respect of personal injury to or death of any person; or
- ii. in respect of any damage whatsoever to any property real or personal due to any negligence, omission and default of the **Contractor**.
- b.The **Contractor** agrees to indemnify **GOM** in respect of claims from anyone suffering damage to their equipment or property, or accidents suffered by their employees, agents or third parties, resulting from the Contractor's actions.
- X. The **Contractor** shall produce such evidence as **GOM** may reasonably require that the insurances referred to in the form of tender have been taken out and are in force from commencement of works until project completion.
- XI. The **Contractor** shall ensure that suitable systems for controlling traffic and pedestrian movements are discussed with the Traffic Commissioner and implemented during its operations to minimize any delays to road users.
- XII. (a) **GOM** will disburse each payment in respect of the deliverables only after receipt of certification issued by the Architect/Engineer that:
  - the respective phase of the Works or deliverable has been satisfactorily completed and complies with the drawings and building code;
  - ii. the value of the work completed at that stage corresponds to or exceeds the sums previously disbursed.
  - (b) **GOM** shall retain 5% of each payment up to a maximum of 5% of the contract sum and release the accumulated total retention to the **Contractor** at the end of the warranty period provided that all works and repairs have been executed to GOM's satisfaction.
- XIII. The parties agree that a warranty period of 3 months is part of the agreement, during which time the **Contractor** bears full responsibility for the execution of maintenance of the works and any repair or correction which becomes necessary due to the failure and incorrect performance of the Contractor.
- XIV. The **Contractor** shall notify **GOM** in writing of his/its completion of the Works. The Construction/Site supervisor 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.

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- XV. The **Contractor** shall pay to **GOM** a penalty of 1% of the contract price a day, for every day the completion of the Works is overdue.
- XVI. The parties agree that a dispute relating to the agreement shall be determined by a Mediator. Any party may request that a Mediator be appointed. The parties shall try to agree a single Mediator by whom the matter shall be determined. The Mediator once appointed shall specify a reasonable time and date for submissions, and information by each party. The parties shall cooperate with the Mediator and with such enquiries that he/she may deem necessary. No confidential information supplied to the Mediator shall be disclosed to any third party. The Mediator may set out his/her own procedure and be entitled to award financial damages or to order the performance or prohibition of any act as he/she deems fit. In the event agreement cannot be reached clause 23 condition of contract shall apply.
- XVII. a) The **Contractor** shall receive two complete originals of this agreement.
  - b) Subsequent to the commencement of the agreement, the **Contractor** shall receive a copy of all additions to and amendments to the Specifications or drawings.
- XVIII. a) If, before the date for practical completion, the **Contractor** shall make a default in any one or more of the following respects:
  - (i) Without reasonable cause he/it wholly or substantially suspends the carrying out of the Works, or
  - (ii) He/it fails to proceed regularly or diligently with the Works, or
  - (iii) He/it refuses or neglects to comply with a written notice/instruction given by the Construction/Site supervisor and by such refusal or neglect the works are materially and adversely affected
  - The Construction/Site supervisor may give to the **Contractor** a notice specifying the default or defaults.
  - (b) If the Contractor continues with the default for 14 days from the issue of the notice under the agreement, GOM may by a further notice to the Contractor terminate this agreement. Such termination shall take effect on the date of receipt of such further notice.
  - (c) **GOM** shall not issue a notice of termination in an unreasonable or vexatious manner.
  - (d) The Construction/Site supervisor shall determine the amount due to the **Contractor** which shall include loss, damage or expenses incurred by **GOM** as

- a direct consequence of the termination. A final payment certificate will be prepared by the Construction/Site supervisor.
- (e) If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more.
  - (i) Force majeure, or
  - (ii) The Construction/Site supervisor's instruction the **Contractor** or **GOM** may upon expiry of the period of the suspension give notice to the other party that unless suspension is terminated within 7days after the receipt of such notice, **GOM** shall pay to the **Contractor** the total value of the Works properly executed at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.
- (f) A party shall not issue a notice of termination unreasonably or vexaciously.
- XIX. The Construction/Site supervisor may issue instructions on behalf of **GOM**, with regard to the postponement of any or all the Works to be executed under this contract.
- XX. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.
- XXI. This Agreement supersedes any prior Agreement between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.
- XXII. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.
- XXIII. (a) Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.
  - (b) A party that is delayed in meeting or that fails to perform its obligation under this agreement because of Force Majeure, shall have no liability to the other for such delay or failure to perform. Both parties shall use reasonable endeavors to mitigate as far as possible, the effects of the Force Majeure event.

- (c) If one party is prevented from or delayed in performing its obligations under this agreement as a result of Force Majeure, the other party shall be released to the equivalent extent from its obligation in relation to that particular Force Majeure event.
- XXIV. The provisions relating to confidentiality, indemnities and limitation of liability shall survive any completion, rescission, expiration or termination of this agreement. In addition, all rights and restrictions relating to any perpetual licenses and all payment terms relating to any outstanding payments shall survive.
- XXV. Any notice or other document required to be given under this agreement or any communication between the parties with respect to any of the provisions of this Agreement shall be in writing and may be sent by electronic mail to the correct email address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.
  - a. A notice shall be delivered as follows:
  - (i) if to **GOM**, to:
    Chairperson
    Public Procurement Board
    Ministry of Finance
    Brades
    Montserrat

Fax: 664-491-2777 Email: minfin@gov.ms

| (ii)     | if to the Contractor, to: |
|----------|---------------------------|
| Address: |                           |
| Email:   |                           |

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

### **SCHEDULE 2**

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

Services/Deliverables Labour

**Timelines** 

Fees

### **SCHEDULE 3**

### **Obligations of Each Party under this Agreement**

Contractor's obligations GOM's obligations

Labour and Materials Fees as per the Agreement

### **SCHEDULE 4**

### List all documents making up the Contract

The following documents shall be deemed to form and be read and construed as part of this Agreement:

- (a) The Tender
- (b) The Drawings
- (d) The Conditions of Contract
- (e) The Specification

### **FORM OF AGREEMENT**

| THIS AGREEMENT made the         | day of                        | 2018.                    |
|---------------------------------|-------------------------------|--------------------------|
| Between the Ministry of Finance | Montserrat (hereinafter calle | d "The Employer") of the |
| one part and                    |                               |                          |
|                                 |                               |                          |
|                                 |                               |                          |
| of                              |                               |                          |
| herei                           |                               |                          |

WHEREAS the Employer is desirous that certain works should be constructed, namely

Repair of Roof and Construction of a Toilet Block at the Salem Primary School, Salem and has accepted a Tender from the Contractor for the construction, completion and maintenance of such Works. Now this agreement witnesses as follows:

- 1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - (a) The Tender
  - (b) The Bond (if required)
  - (c) The Drawings
  - (d) The Conditions of Contract
  - (e) The Specification
- In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to construct, complete and maintain the Works in conformity in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor in consideration of the construction, completion and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

Form of Tender: Page 14

| IN WITNESS whereof the parties have hereunto set their respective hands |
|---|
|   |
|   |
| SIGNED AND DELIVERED by the said  |
| in the presence of  |
|   |
|   |
|   |
|   |
| SIGNED AND DELIVERED by the said  |
| in the presence of  |
|   |

## SCOPE of WORKS – Repair of Roof and Construction of a Toilet Block at the Salem Primary School, Salem

## Salem Primary School Roof Scope of Works

- Observe all health and safety rules on site throughout the life of the project
- Secure the site
- Locate danger signs strategically on site to alert the public
- Erect scaffolding around building to roof level with safety barriers above platform.
- Remove galvalume sheeting from roof stack and store carefully
- Remove laths
- Remove roof boards
- Remove rafters and supports along with walls plates
- Dispose of all lumber removed from roof
- Spray building and its footprint against termites
- Drill and insert (epoxy in) new (specified)hold down bolts for 6" x 6" wall plate at
   6' intervals along top of ring beam
- Frame roof. Pay careful attention to roofing details re trusses and fixings (type, sizes, and lengths)
- Attach laths with appropriate type, size and lengths of screws
- Attach roof sheeting and capping to laths with appropriate screws, washers and caps
- Apply two (2) coats of specified finish to underside of roof
- Electrical: rewire building according to the electrical drawing provided.
- Construct a concrete staircase from upper floor to lower floor and make safe with rails on both sides and on the upper floor.

#### New bathroom

- Setting out foundation for new bathroom
- Excavate footing
- Reinforcement to footing
- Place concrete to footing
- Form work to columns
- Place concrete to columns
- Form work to beams
- Place concrete to beams
- Form work to deck
- Reinforcement to decking
- Electrical 1st fix
- Plumbing 1st fix
- Place concrete to decking
- Form work to columns
- Reinforcement to columns
- Construct block work

- Electrical 2nd fix
- Plumbing 2nd fix
- Form work to cols
- Place concrete to cols
- Form work to beam
- Reinforcement to beam
- Rafter roof
- Attach laths with specified type, size and length it screws
- Attach galvalume roof sheeting using appropriate screws, washers and nuts.
- Rendering to interior and exterior walls and floor
- Apply three (3) coats of specified finish to underside of roof
- Apply three (3) coats of specified paint to interior and exterior of walls

### **Construction of New Septic or Recondition Existing Septic**

#### NOTE:

The condition of the original septic will be checked to determine if it is fit for reuse. If deemed suitable for continued use, the pit will be pumped /cleaned out and made ready for use. In this case the pricing for a new Septic will be deducted from the Bill of Quantities and the bid price will reflect this. If the septic is unfit for reuse, a new pit will be constructed and the pricing in the Bill of Quantities will form part of a Contract.

Clear site of all construction debris and clean building before handing over.

Form of Tender: Page 17

### **APPENDIX**

**Note:** The Appendix forms part of the Tender Dossier. 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.
- 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 tender

### **BILL OF QUANTITIES**

|               |                           |        |                     |      | Total |
|---------------|---------------------------|--------|---------------------|------|-------|
|               |                           |        | Dat                 | e    |       |
|               |                           |        | 09/11/2             | 2017 |       |
|               |                           |        |                     |      |       |
| Ministry      | 7                         |        |                     |      |       |
| of<br>Finance |                           |        | <u>Project</u>      |      |       |
| Brades I      | Montserrat.               |        | Salem Pri<br>School | mary |       |
| Item          | Description               | Qty    | Units               | Rate |       |
|               | Labour and Materials`     |        |                     |      |       |
|               | Hoardings                 | 170    | LF                  |      |       |
|               | Footings                  |        |                     |      |       |
|               | Excavation                | 35.56  | cu-yd               |      |       |
|               | Reinforcement to Footings | 324.24 | lbs                 |      |       |
|               | D.M.P                     | 666.86 | sq-ft               |      |       |
|               | Concrete to footing       | 9.83   | cu-yd               |      |       |
|               | Concrete to step          | 1.6    | cu-yd               |      |       |
|               |                           |        |                     |      |       |

| Slab first floor                                   |         |        |  |
|--|---------|--------|--|
|  | 44.01   |        |  |
| concrete to floor slab                             | 11.81   | cu-ft  |  |
| Reinforcement to floor slab                        | 804.47  | ft     |  |
| form work to slab                                  | 19.67   | sq-ft  |  |
| Column   |         |        |  |
| concrete to column                                 | 2.99    | cu-ft  |  |
| Reinforcement to column 3/8                        | 246.11  | lbs    |  |
| Reinforcement to Beams 1/2                         | 280.8   | lbs    |  |
| form work to column                                | 15.35   | sq-yd  |  |
| Beams  |         |        |  |
| concrete to beam                                   | 5.61    | cu -yd |  |
| Reinforcement to Beams 1/2                         | 374.4   | lbs    |  |
| Reinforcement to Beams 3/8                         | 273.45  | lbs    |  |
| form work to beam                                  | 71.11   | sq-yd  |  |
| Render first floor walls, floor                    | 99.08   | sq-yd  |  |
| Blocks   |         |        |  |
| 8" Blocks foundation                               | 272.73  | item   |  |
| 8"Block first floor                                | 1120.54 | item   |  |
| 6" Block   | 360     | item   |  |
| Roof   |         |        |  |
|  | 2000    | item   |  |
| Roof sheeting screws, washers and caps Nail 2 1/2" | 3000    | boxes  |  |

| Ероху  | 4    | case     |  |
|--|------|----------|--|
| Lumbers for Rafters-Southern yellow pine (Treated) main roof |      |          |  |
| , ,  |      |          |  |
| (12) 6"x 6"x20'  | 240  | LF       |  |
| (6) 3" x 6"x 22'   | 132  | LF       |  |
| (36) 3" x 6"x 20'  | 720  | LF       |  |
| (34) 3" x 6" x 18'   | 612  | LF       |  |
| (12) 3" x 6" x 16'   | 192  | LF       |  |
| (12) 3" x6"x 14'   | 168  | LF       |  |
| (15) 3" x 6" x 12'   | 180  | LF       |  |
| (7) 2 8" x 18' ridge pole                                    | 126  | LF       |  |
| (7) 2" x 8" x 18' cellar                                     | 126  | LF       |  |
| (130) 2" x4" x 18'   | 2340 | LF       |  |
| (1) 4" screws  | 1    | case     |  |
| Hardware   |      |          |  |
| 5/8" x 3' treaded rod  | 7    | item     |  |
| 5/8" washer  | 56   | item     |  |
| 5/8" nuts  | 56   | item     |  |
| Roof sheeting  |      |          |  |
| (48) 17' x 2'-6"   | 816  | sheeting |  |
| (28) 17' x 2'-6"   | 478  | sheeting |  |
| (24) 18' x 2'-6"   | 432  | sheeting |  |
| Roof Capping   |      |          |  |
| (5) 12' capping  | 60   | LF       |  |
| (1) 14' capping  | 14   | LF       |  |

| (4) 12' capping            | 48    | LF     |  |
|----------------------------|-------|--------|--|
| (2) 10' capping            | 20    | LF     |  |
|                            |       |        |  |
| Roof guttering for valleys |       |        |  |
| (1) 14' x 3' heavy gauge   | 14    | LF     |  |
| Roof boarding              |       |        |  |
| 1" x 6" x 16' v- joint     | 3591  | sq-ft  |  |
|                            |       |        |  |
| Electrical / Mis           | 29    | Points |  |
| Box                        | 11    | item   |  |
| Fluorescent fixture        | 19    | item   |  |
| #12 wire                   | 3     | Role   |  |
| #14 wire                   | 2     | Role   |  |
| wall light Fixture         | 2     | item   |  |
| conduits                   | 3     | item   |  |
|                            |       |        |  |
| Concrete to step           | 3.2   | cu -yd |  |
| Reinforcement to step 1/2  | 176   | lbs    |  |
| Reinforcement to step 3/8  | 37.6  | lbs    |  |
| form work to step          | 41.67 | sq-yd  |  |
| Render to step/Landing     | 5.33  | sq-yd  |  |
| New Septic 17'x8' 12'      | 1     | `sqft  |  |
|                            |       |        |  |
| Toilet Roof                |       |        |  |
| 59' capping                | 59    | LF     |  |
| (56) 2" x4" x 12'          | 672   | LF     |  |

| 1" x 6" x 16' v- joint     | 700  | sq-ft    |  |
|----------------------------|------|----------|--|
| (2) 14' x 3' heavy gauge   | 28   | LF       |  |
| (14) 3" x6"x 14'           | 198  | LF       |  |
| (20) 14' x 2'-6"           | 700  | sheeting |  |
|                            |      |          |  |
|                            |      |          |  |
| Plumbing / mis             | 1    | item     |  |
| 1/2 copper pipe, fittings  | 300  | ft       |  |
| Shower valve               | 2    | item     |  |
| Faucet                     | 2    | item     |  |
| 2"Traps                    | 10   | item     |  |
| 2" pvc                     | 4    | item     |  |
| 3"pvc                      | 3    | length   |  |
| 4" pvc pipe                | 2    | length   |  |
| Tinset                     | 10   | item     |  |
| grout                      | 4    | item     |  |
| Toilets                    | 4    | item     |  |
| Face basin                 | 2    | item     |  |
| Floor Tiles                | 517  | sf       |  |
| wall tiles                 | 800  | sf       |  |
| Paint                      | 2    | 5gal     |  |
| Primer                     | 2    | 5gal     |  |
| Handiaan Bana              |      |          |  |
| Handicap Ramp              |      |          |  |
| Excavation                 | 0.7  | cu-yd    |  |
| Concrete to ramp           | 0.65 | cu-ft    |  |
| Reinforcement to ramp slab | 35   | ft       |  |
| 2"gal pipe railing         | 3    | item     |  |

| Re-point /replace decorative block     | 1   | item  |  |
|--|-----|-------|--|
|  | •   |       |  |
| Handicap bathroom                      |     |       |  |
| Floor Tiles                            | 90  | sf    |  |
| wall tiles                             | 140 | sf    |  |
| grout                                  | 2   | item  |  |
| Tinset                                 | 3   | item  |  |
| Toilet                                 | 1   | item  |  |
| Face basin                             | 1   | item  |  |
| Shower valve                           | 1   | item  |  |
| urinal                                 | 1   | item  |  |
| 36"x80" door with vent                 | 1   | item  |  |
| Windows                                | 3   | item  |  |
| Walk shower                            | 1   | item  |  |
| 2"Traps                                | 4   | item  |  |
| Faucet                                 | 1   | item  |  |
| florescent light                       | 2   | item  |  |
| 1/2 copper pipe, fittings              | 150 | ft    |  |
| Primer                                 | 2   | 4gal  |  |
| paint                                  | 2   | gal   |  |
|  |     |       |  |
| DOORS/WINDOWS                          |     |       |  |
| Door Frames 2" X 6" lumber             | 249 | LF    |  |
| Windows 30" x 30"                      | 4   | item  |  |
| Windows 48" x 48"                      | 2   | item  |  |
| Windows 24" x30"                       | 2   | item  |  |
| Doors with vent 36" x 80"              | 3   | item  |  |
| Raised panel door with insert 36"x 80" | 3   | item  |  |
| Remove all debris from School ground   | 3   | trips |  |

| Transportation  |     | 1 | item |  |
|-----------------|-----|---|------|--|
| Labour          |     | 1 | item |  |
|                 |     |   |      |  |
| Materials Cost  |     |   |      |  |
| Labour          |     |   |      |  |
|                 | 40% |   |      |  |
| Materials       | 60% |   |      |  |
|                 |     |   |      |  |
| Contingency 20% |     |   |      |  |

# **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 manager.

Samples of all colours shall be submitted to the Project manager 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 be free from skins, etc. Paints shall be lead and mercury free. Colours will be specified on site. All surfaces to be painted are to be free from oil, rust, dust, chalking and any other deleterious materials or conditions.

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

#### **GOVERNMENT OF MONTSERRAT**

#### TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE

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

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

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

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER TENDER OR PROPOSED TENDER FOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT I), II) OR III) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER TENDER FOR THIS CONTRACT BY ANY OTHER PARTY.

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

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

Form of Tender: Page 30

## 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 SIGI<br>ANTI-COLLUSION CERTIFIC |      |                | NTENTS OF THE |
| NAME OF  |      |                |               |
| FIRM   |      |                |               |
| FULL POSTAL ADDRESS                                |      |                |               |
| TELEPHONE NO                                       | FAX  | NO             |               |

# **EVALUATION OF TENDER**

# **Evaluation Criteria**

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

| Criteria Description                    |    | Weight (%) |  |
|---|----|------------|--|
| Price                                   |    | 55         |  |
| Technical Compliance                    |    | 45         |  |
| <ul> <li>Experience</li> </ul>          | 15 |            |  |
| <ul> <li>Implementation Plan</li> </ul> | 15 |            |  |
| <ul> <li>Method Statement</li> </ul>    | 15 |            |  |

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

# **Price (55%)**

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 criteria and these will be considered proportionately. Government of Montserrat is not bound to accept the lowest or any tender. The percentage for these criteria will be calculated proportionately in comparison to other price submissions from tenders.

| Start Date<br>or Date of<br>Award | Description of Works | Name of<br>Client | Price of<br>Contract | Date<br>Completed |
|-----------------------------------|----------------------|-------------------|----------------------|-------------------|
|                                   |                      |                   |                      |                   |
|                                   |                      |                   |                      |                   |

# **Technical Compliance (45%)**

Adherence to technical specification is paramount. The assurance of Technical Compliance should be demonstrated in the following three components: Experience, Implementation Plan and Method Statement. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenders.

# (a) Experience (15%)

Prospective tenderers need to provide details of at least 3 previous contracts completed within the past 8 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 name of the entity or person for which the work was completed; contact information for the entity or person; the value of the works completed; and the location of the works. In addition, the prospective tenderer can submit award letters for works in lieu of the above mentioned information.

# (b) Implementation Plan (15%)

A detailed description of the plan of action which outlines the use of all resources within the quoted time to deliver the desired project output. This plan should be sufficiently detailed to guide the project at every stage and to provide the assurance that every necessary aspect to deliver the required output, on time and on budget has been considered.

## (c) Method Statement (15%)

A Method Statement is required to demonstrate that all health and safety issues have been considered and that persons and property are keep safe and secure at all times of the project, thus reducing likely hazards of injury or property damage. This statement should include, but is not limited to:

- Overview of the entity in control of the activity.
- A brief of the individuals responsible for the activity.
- A description of the activity.
- A description of how the work will be managed.
- The location of the activity, its boundaries, means of access and how it is segregated from other activities.
- Plant and equipment required.
- o The procedure for changing the proposed method of work if necessary.
- o A step by step description of the activities to be undertaken.
- Precautions necessary to protect workers, and other people that could be affected, including personal protective equipment and ventilation requirements.
- o Training procedures.
- The need for specially-trained operators for certain activities.
- o Emergency procedures, including the location of emergency equipment.
- The handling and storage of materials and pollution prevention procedures.
- o Temporary works designs, and
- The method for safeguarding existing structures.



COVER SHEET

A-100 PLOT PLAN

A-101 FOUNDATION PLAN

A-102 FLOOR PLAN

A-103 ELEVATIONS

A-104 SECTIONS AA

A-105 SECTIONS BB

A-106 DOOR/ WINDOW/ EXTERIOR STAIR

P-107 PLUMBING PLAN

E-108 ELECTRICAL PLAN

E-109 ELECTRICAL PANEL

S-110 ROOF FRAMING/BEAM PLAN

-S-111 WALL/COLUMN/BEAM DETAIL PLAN

S-112 SEPTIC PLAN

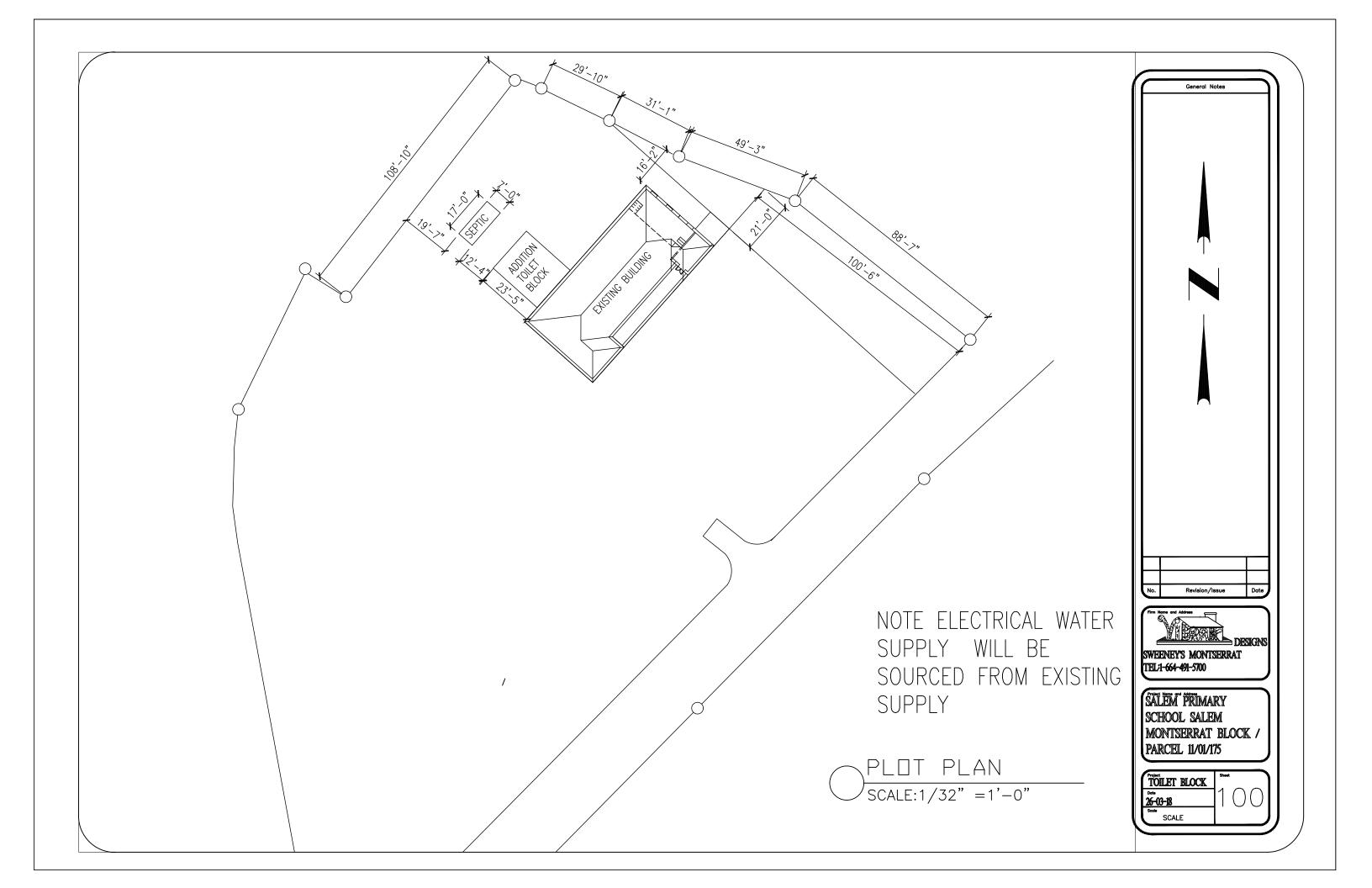
S-113 DISABLED SECTION DETAILS

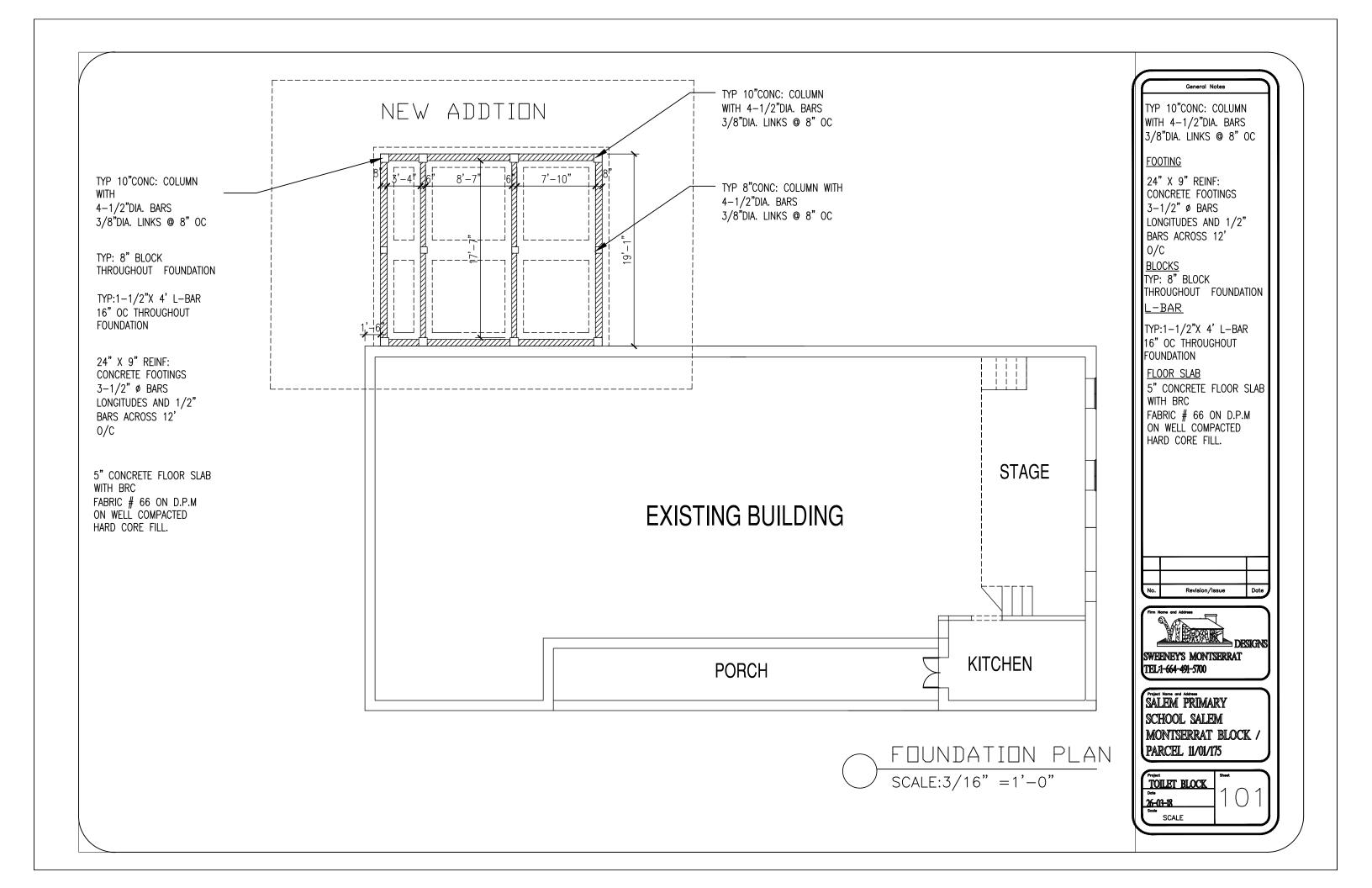
S-114 DISABLED FRONT /PLAN VIEW

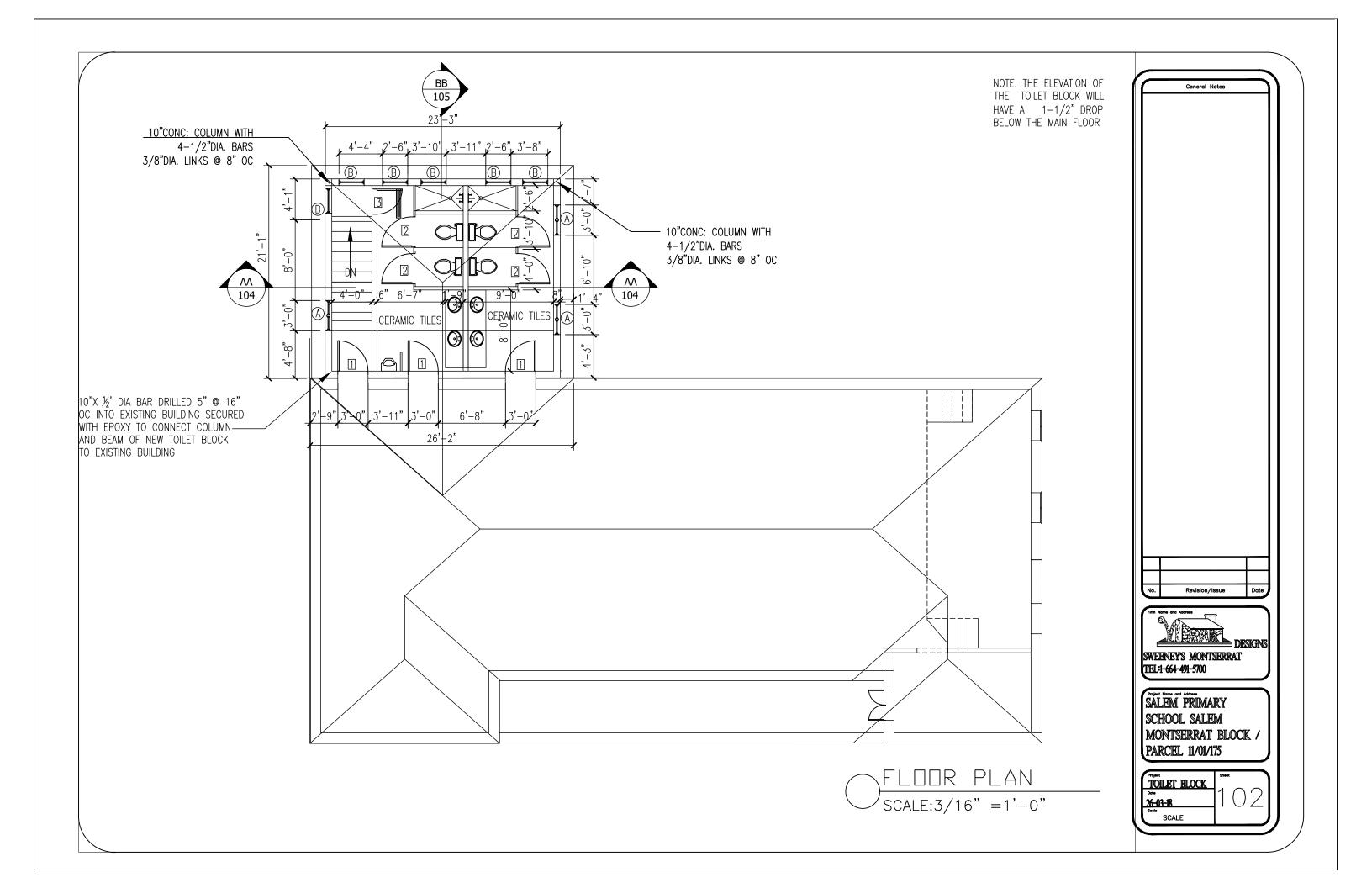
S-115 DISABLED DETAIL ELEC/PLUMBGING

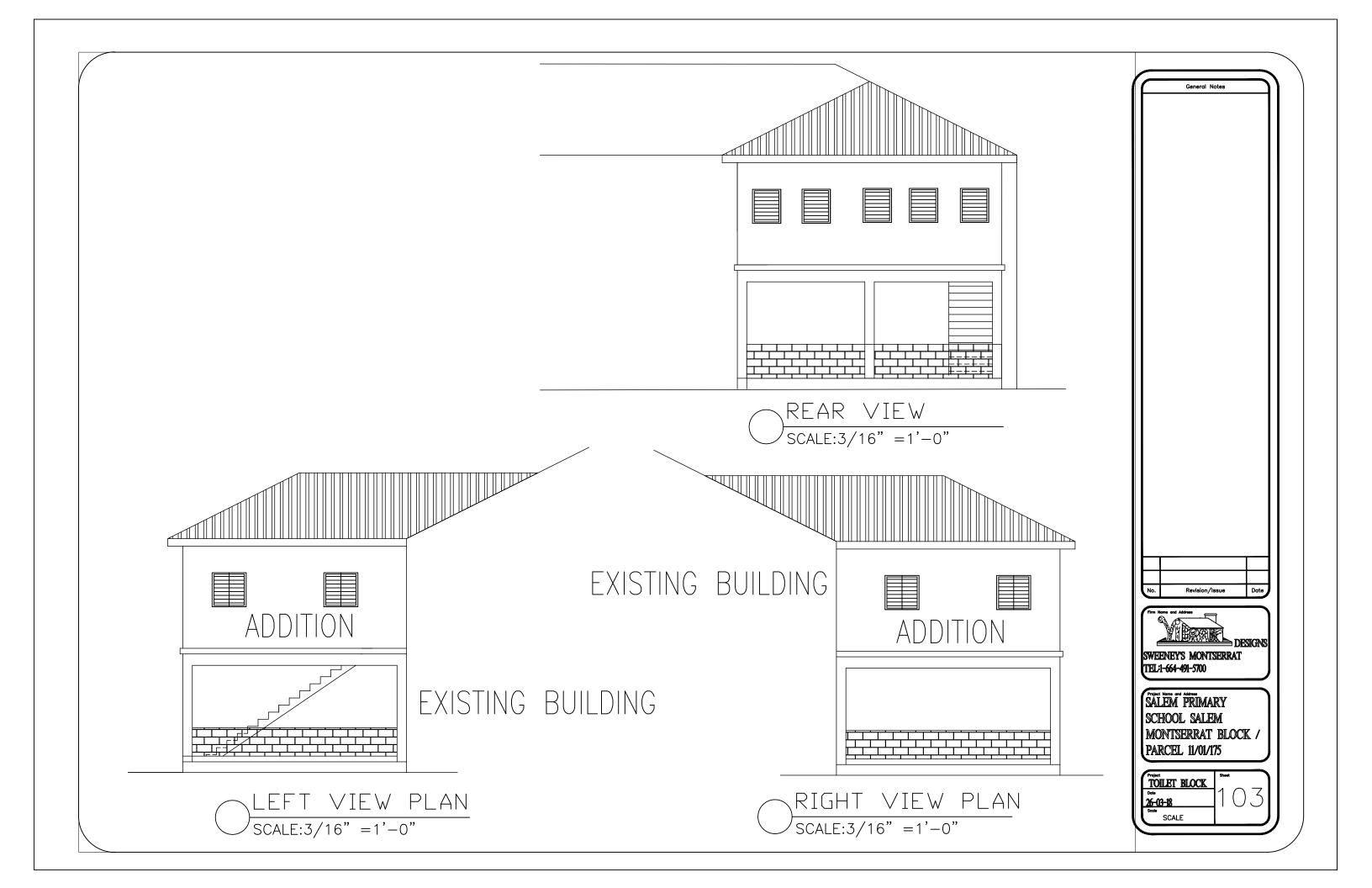
S-116 DISABLED BATHROOM FLOOR PLAN

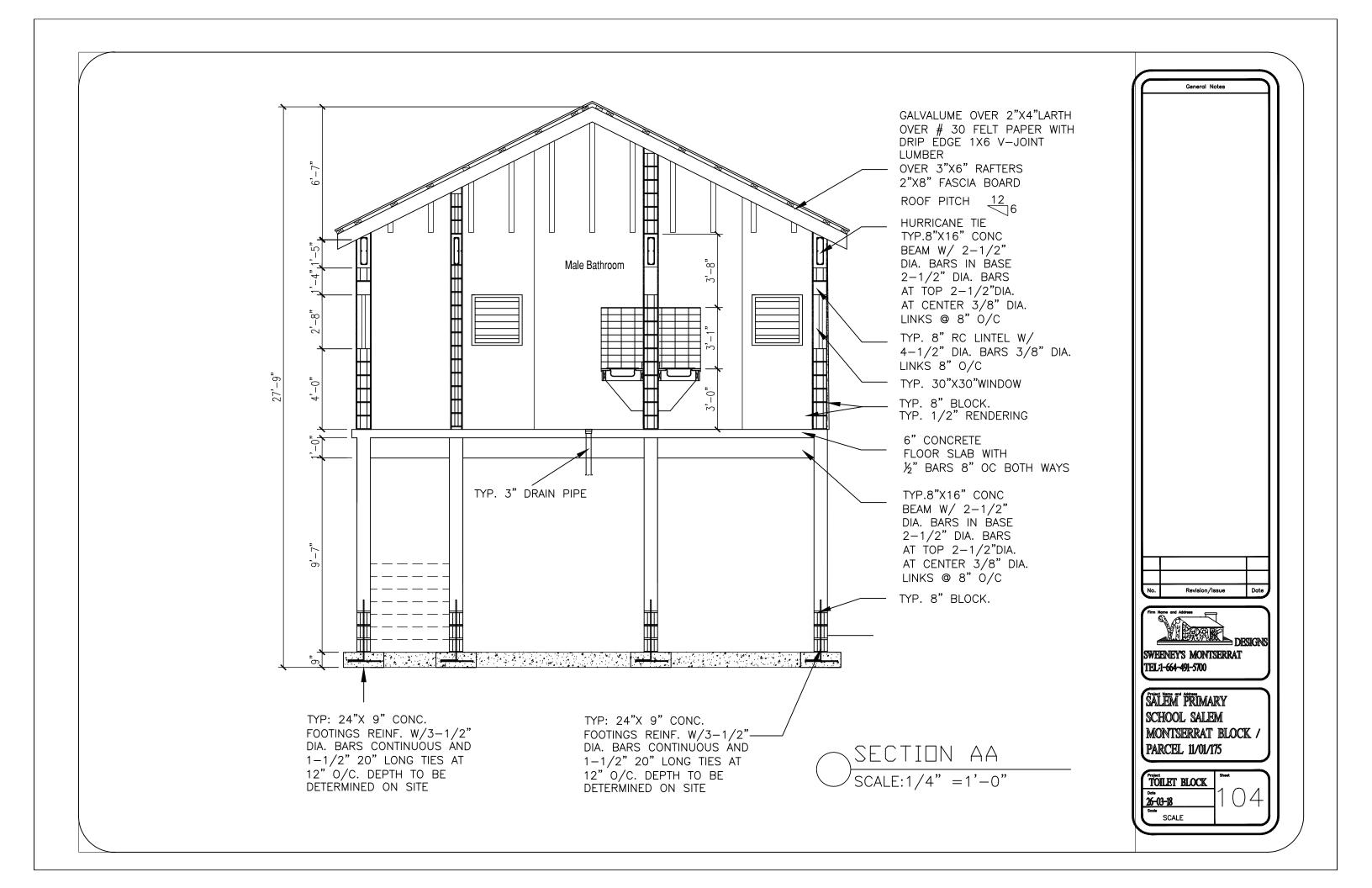
SWEENEY'S MONTSERRAT TEL:1-664-491-5700 SALEM PRIMARY SCHOOL SALEM MONTSERRAT BLOCK / PARCEL 11/01/175 TOILET BLOCK

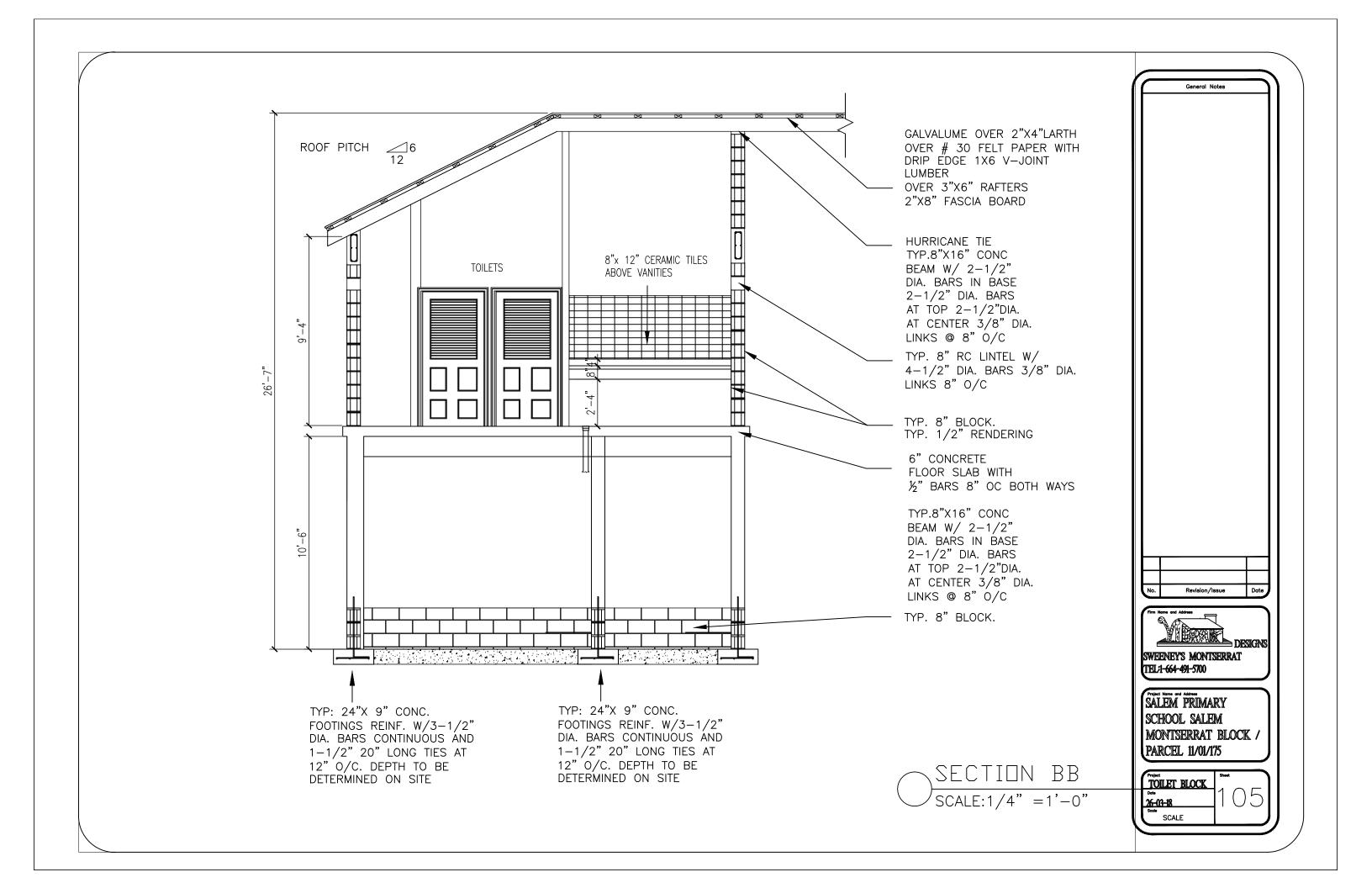








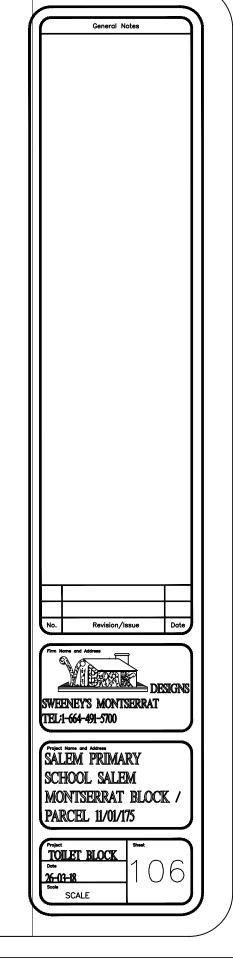


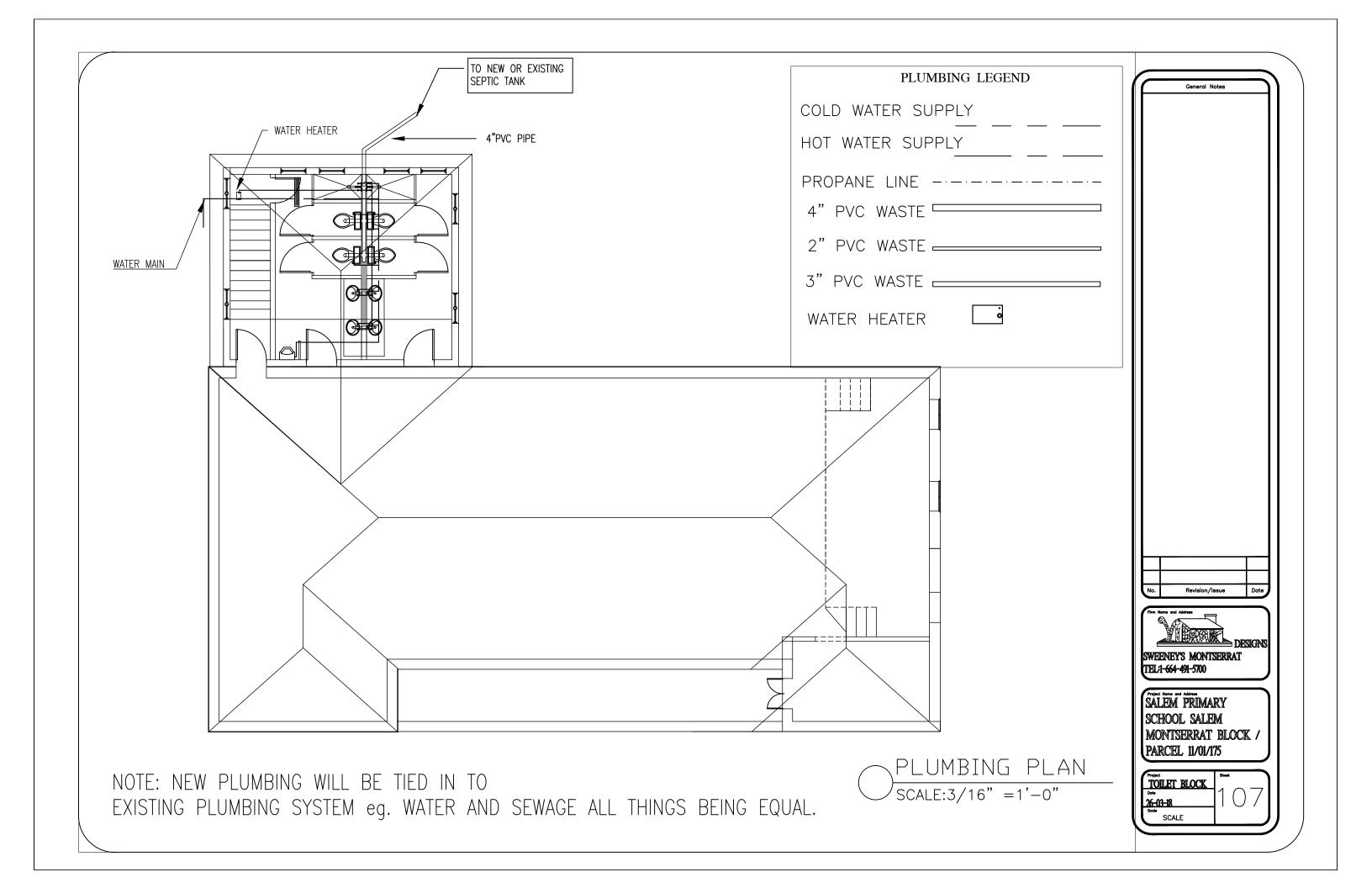


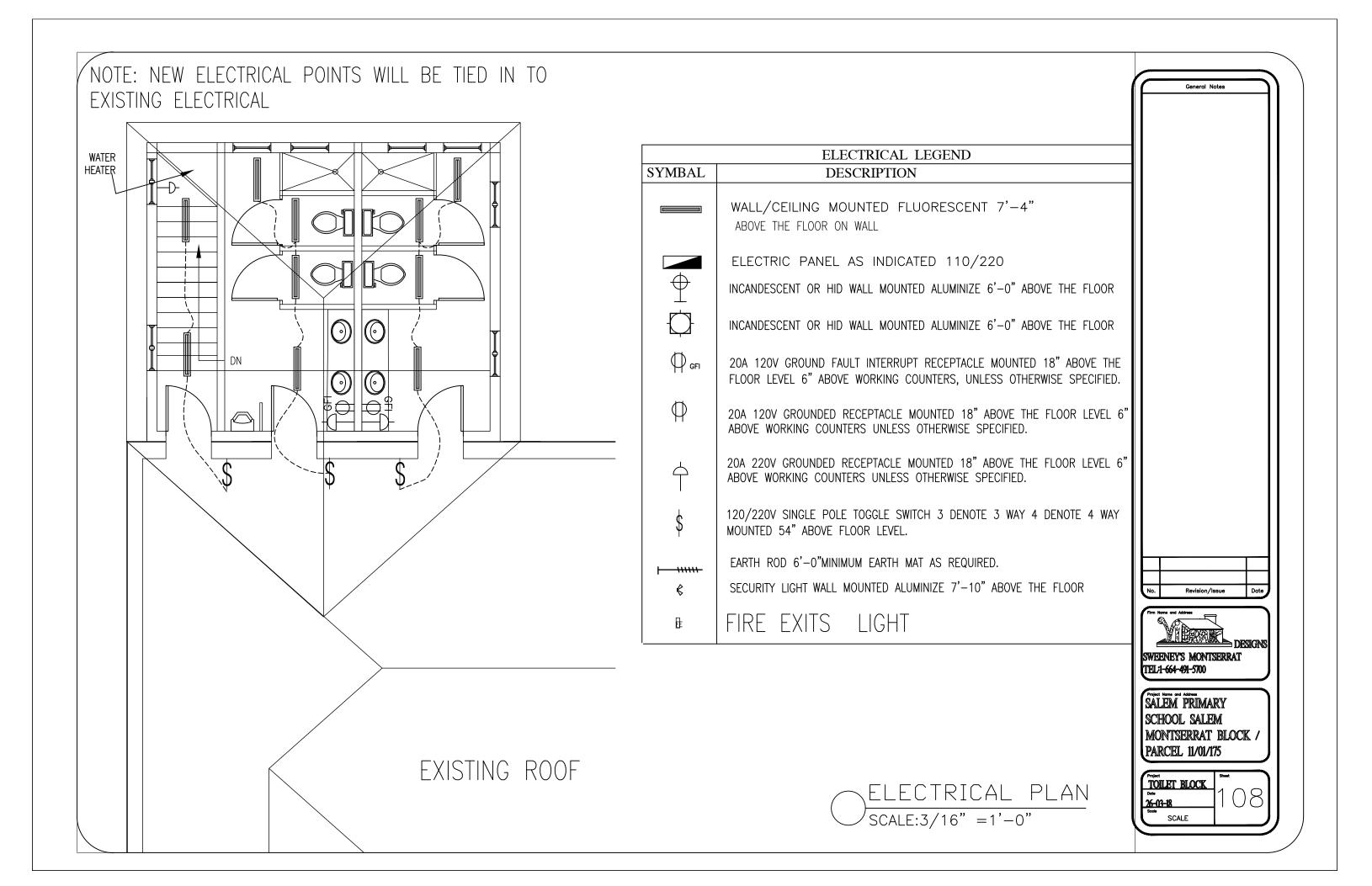
|      | DE   | ]DRS | SCHED | ULE                 |
|------|------|------|-------|---------------------|
|      | SIZE |      |       | MATL                |
| CDDE | WD   | HGT  | THK   |                     |
| 2    | 36   | 80   | 1-3/4 | ALU:<br>WITH INSERT |
| 1    | 36   | 80   | 1-3/4 | - FLUSH DOOR        |
| 3    | 30   | 80   | 1-3/8 | - 1 20311 Duuk      |

NOTE ALL TOILET DOOR WILL BE FITTED WITH INSERT FOR VENTILATION

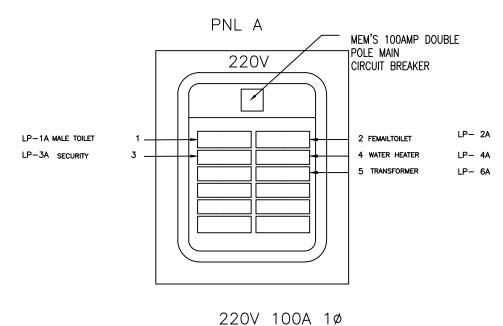
| WINDOWS<br>SCHEDULE |       |     |     |                |
|---------------------|-------|-----|-----|----------------|
|                     |       |     |     |                |
|                     | SIZE  |     |     | MATL           |
| CDDE                | WD    | HGT | THK |                |
| А                   | 2-24" | 48″ |     | ALUMINUM/GLASS |
| В                   | 30″   | 30″ |     | ALUMINUM/GLASS |
|                     |       |     |     |                |
|                     |       |     |     |                |
|                     |       |     |     |                |





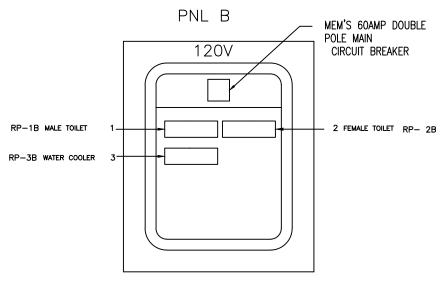


|            | PANEL A 220V  | 100A 1 F     | PHASE                    |              |
|------------|---------------|--------------|--------------------------|--------------|
| CIRCUIT NO | DESCRIPTION   | CIRCUIT BRKR | QUANTITY<br>OF ACCESSORY | CABLE SIZE   |
|            | LIGHTS        |              |                          |              |
| LP- 1A     | TOILET        | 10 AMPS      | 10                       | # 14 (1.5MM) |
| LP- 2A     | SECURITY,     | 10 AMPS      | 2                        | # 14 (1.5MM) |
| LP- 3A     |               |              |                          |              |
| LP- 4A     |               |              |                          |              |
| LP- 5A     |               |              |                          |              |
|            | OUTLETS       |              |                          |              |
| LP- 6A     | TOILET        | 20 AMPS      | 2                        | # 12 (2.5MM) |
| LP- 7A     | WATER HEATER, | 30 AMPS      | 1                        | # 12 (2.5MM) |
| LP- 8A     |               |              |                          |              |
| LP- 9A     |               |              |                          |              |
| LP- 10A    |               |              |                          |              |



LIGHTING PANEL

|            | PANEL B 110V 60 | DA 1 PHASE   |
|------------|-----------------|--|
| CIRCUIT NO | DESCRIPTION     | CIRCUIT BRKR QUANTITY CABLE SIZE RATING OF ACCESSORY |
|            |                 |  |
| RP- 1B     | TOILET          | 20 AMPS 2 # 12 (2.5MM)                               |
|            |                 |  |
|            |                 |  |
|            |                 |  |
|            |                 |  |
|            |                 |  |
|            |                 |  |
|            |                 |  |



120V 60A 1Ø RECEPTACLE PANEL

