



*Ministry of  
Health & Social  
Services*

**Glendon Hospital  
P. O Box 24  
Brades  
Montserrat. W. I.**

---

**Telephone (664) 491-2552/2880**

**Email: [mehcs@gov.com](mailto:mehcs@gov.com)**

---

## Invitation to Tender (ITT)

Procurement Details – This is an indicative timetable and may be subject to change.

<b>Project Details</b>	<b>Deliverable</b>
<b>ITT for the Provision of: Montserrat New Glendon Hospital Preliminary Design and Specification Development</b>	Date Published on Government of Montserrat Website  <b>6<sup>th</sup> September 2019</b>
<b>Access to the ITT Suite of Documents</b>	Hard copies can be downloaded from the Government of Montserrat website at <a href="http://www.gov.ms/tenders/">http://www.gov.ms/tenders/</a> .  Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at <a href="https://www.mytenders.co.uk/">https://www.mytenders.co.uk/</a> . If you are intending to make an electronic submission to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.
<b>Clarification deadline and contact details</b>	Tuesday 15 <sup>th</sup> October 2019
<b>ITT submission deadline</b>	Wednesday 23 <sup>rd</sup> October 2019, no later than 12.00 midday Eastern Caribbean Time.
<b>Tender Submission address</b>	The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat.
<b>Contract Commencement – this is an indicative date and maybe subject to change.</b>	November 2019

## **1. Invitation to Tender**

Potential bidders are invited to bid for the Provision of: Montserrat New Glendon Hospital Preliminary Design and Specification Development.

The ITT can be accessed by visiting either of the of the two (2) websites below;

- Hard copies can be downloaded from the Government of Montserrat website at <http://www.gov.ms/tenders/>.
- Electronic copies can be downloaded, completed and submitted via the myTenders Portal at <https://www.mytenders.co.uk/> . If you are intending to make an electronic submission to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

The ITT consists of the following documents;

- (1) Invitation to Tender
- (2) Instructions to Bidders/Tenderers
- (3) Terms of Reference including scope of works
- (4) Evaluation Criteria and methodology
- (5) Form of Tender
- (6) General Conditions of Contract
- (7) Respondent's Identification and Details
- (8) Anti-Collusion Statement
- (9) Tender checklist

### **List of Annexes**

- Annex A – Functional content for the new hospital.

Tender submission deadline is **12:00 mid-day** Eastern Caribbean time on **Wednesday** 23<sup>rd</sup> October 2019.

The opening of the tenders will be at 2:00pm Eastern Caribbean Time on Wednesday 23<sup>rd</sup> October 2019 however this date is subject to change.

Please read instructions to bidders before completing your submission. Failure to follow instructions may result in your bid being deemed non-compliant and not being considered any further.

If you require any clarification please write to MS Harjinder Jutle, Head of Procurement at [Jutleh@gov.ms](mailto:Jutleh@gov.ms) no later than Monday 30th September 2019, please copy in Mrs Camille Thomas-Gerald at [geraldcc@gov.ms](mailto:geraldcc@gov.ms). Queries received after the deadline will not be answered.

## **2.0 INSTRUCTIONS TO TENDERERS**

- (1) The contract conditions adopted for this project will be the Government of Montserrat General Conditions of Contract.
- (2) Tenderers must fully complete the Form of Tender. Failure to fully complete and return these documents and provide the additional information stated in these instructions will render the bid non-compliant and it will be rejected.
- (3) All transaction undertaken will be the subject of taxation in accordance with the current legislation. Tenderers must submit a current Tax Compliance Certificate with their bid if locally based.
- (4) Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a 20% withholding Tax deduction from the gross amount. When bidding please take into consideration your tax obligations and liabilities to the GoM. For further information please contact Montserrat Customs & Revenue Service (MCRS) for further information via email at [irev@gov.ms](mailto:irev@gov.ms)
- (5) The GoM reserves the right to cancel the tender process at any point. The GoM is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this Contract.
- (6) Under the Contract the GoM will require compliance with legislative requirements. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.
- (7) Standard Terms and Conditions for Service. If you wish to raise any issues you must raise these during the clarification period. You are required to accept these Standard Terms and Conditions for Service as part of your ITT submission. The successful bidder will be required to sign the contract based on the Standard Terms and Conditions issued as part of the procurement process.
- (8) All tenders will be arithmetically checked, any errors will be brought to the bidders attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price. Corrected prices must be agreed by the bidder.
- (9) The GoM is not bound to accept the lowest or any tender and has the

- right to accept and reject any tender offers.
- (10) Tenders will be evaluated based on the criteria outlined in this ITT.
  - (11) Tenders must be submitted exclusively in English and addressed to the **Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. Tenders submitted by any other means will not be considered. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. All written communications for this tender and contract must be in English.
  - (12) During the procurement process Bidders should regularly check the Government of Montserrat Tenders page for updates in the form of Addendums for updates. These are also announced on the radio.
  - (13) For bidders that register on myTenders will receive automatic notifications of any updates to the ITT.
  - (14) The currency to be used in the completion of this document is Eastern Caribbean Dollars (XCD) or United States Dollars (USD).
  - (15) No information contained in this ITT or in any communication made between the GoM and any Bidder in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT. The GoM reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the GoM incur any liability in respect of this ITT or any supporting documentation.
  - (16) Direct or indirect canvassing of any public sector employee or agent by any Bidder concerning this requirement, or any attempt to procure information from any public sector employee or agent concerning this ITT may result in the disqualification of the Bidder from consideration for this requirement.
  - (17) There are two (2) options for submitting a tender:  
Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at <https://www.mytenders.co.uk/> If you are intending to make an electronic submission to this tender, please

register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

- Hard copies can be submitted by hand – Please follow the instructions set out below;

**Submitting a hard copy of your tender**

You will need two plain envelopes for the Tender submission  
You must follow these instructions, failure to do so may result in the proposal being non-compliant and not considered any further.

Envelope 1: 📁

Follow the steps written below:

1. Write the name of the Bidder (Tenderer, Supplier) on this envelope
2. Write the name of the project and the address on the envelope as written below;  
Supplier Name (*Your Company Name*)

**ITT for the Provision of: Montserrat New Glendon Hospital Preliminary Design and Specification Development**

**The Chairperson, Public Procurement Board  
Ministry of Finance and Economic Management  
P.O. Box 292, Brades, Montserrat, MSR1110**

3. Now put this envelope into another plain envelope (Envelope 2.)

Envelope 2 📁

Continue following the steps below:

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

**ITT for the Provision of: Montserrat New Glendon Hospital Preliminary Design and Specification Development**

**The Chairperson, Public Procurement Board  
Ministry of Finance and Economic Management  
P.O. Box 292, Brades, Montserrat, MSR1110**

*NB: Envelope 2 must not have the Bidders name on it or any other markings. Failure to comply with this requirement will lead to your submission being deemed non-compliant and not considered any further.*

**Tenders are to be delivered to the address above. Tenderers will be given a receipt**

### **3.0 Terms of Reference**

*(These are subject to modification and any change will be communicated via addendum)*

#### **Introduction**

1.1 Under the UN Charter the UK Government is obliged to provide for the reasonable assistance needs of its overseas territories. The UK Government (represented by the Department for International Development (DFID)) is commissioning the design of a new hospital on the island of Montserrat.

1.2 This Terms of Reference (ToR) details the requirement for the Consultants to undertake a review of preliminary designs of the island's new hospital produced in 2014, and develop an outline design against the agreed specifications. Technical requirements are summarised in the ToR with additional details provided in the Annexes. The ToR also describes other factors that are likely to affect the delivery of the requirement.

1.3 This ToR (supplemented by the Annexes) provides sufficient information for potential Consultants to develop an outline design for the hospital at the Glendon Hospital site in St Johns, Montserrat. The ToR provides a general overview of the client's requirements, leaving some space for the Consultants to take informed decisions having taken into account the opinions of the Government of Montserrat (GoM). Consultants are encouraged to consider the scope for innovative approaches to develop outline designs and new construction technologies that will fulfil the requirement by achieving an acceptable and sustainable outcome and meeting UK standards, whilst demonstrating value for money.

#### **Montserrat Capital Investment Programme for Resilient Economic Growth (CIPREG).**

1.4 Prior to 1989, Montserrat was a small economy on the verge of becoming self-sufficient with a population of 12,000. However, two natural disasters, Hurricane Hugo in 1989 and the destructive volcanic eruptions from 1995 to 2010 affected all aspects of Montserratian social and economic life. Plymouth, the capital was destroyed and almost two thirds of the island is now beyond productive use and lies within an exclusion zone. After massive evacuations and emigration over the last 20 years, the population decreased to 4,922. With the support of external funding from UK, European Union and the Caribbean Development Bank, elements of the country's social and economic infrastructure are being rebuilt in the North.

1.5 DFID has invested in infrastructure development on Montserrat since the volcanic eruptions of the late 1990s. In Sept 2018, DFID ministers approved the **Montserrat Capital Investment Programme for Resilient Economic Growth (CIPREG)**. Under the programme, the UK Government will provide up to £30 million over five years (2018-2023) for strategic infrastructure development on Montserrat, to support economic growth, enhance resilience against natural disasters and promote the role of the private sector.

Key projects include: laying fibre optics cable to improve the internet connectivity of the island; upgrading road and bridges; renovation of the secondary school and construction of social housing; and establishing a new hospital. The New Hospital is acknowledged as a significant project within the programme. The outcome of the design consultancy will contribute to finalising this specific allocation for the final design and construction costs.

## **Glendon Hospital and the Health Project**

1.6 Montserrat's brand new 66-bed hospital was destroyed during the volcanic eruption of 1995, shortly after its completion. Since then, emergency and secondary health-care has been offered at a 30-bed hospital in eight separate buildings (some 60 years old) on the site of a former primary school. Public satisfaction with the standard of facilities is reportedly low; and independent reviews have pointed out the inadequacy of its setting for providing good clinical care and a risk of health and safety litigation. Facilities are not fully hurricane resilient. Previous efforts to refurbish the current facilities have proven unfeasible and unpopular.

1.7 The Health Project under CIPREG will:

- provide a safe, fit for purpose, health and safety compliant, and hurricane-resilient and sustainable/low carbon facility for secondary health care provision
- create a safe and secure environment to prevent harm to the patient, health staff and others
- mitigate against the risks currently associated with the absence of a suitable facility for healthcare provision and with its low climate resilience
- create the enabling environment for sustainable provision of quality healthcare through an appropriate and integrated mix of on- and off-island provision, and complementary health financing reform.

1.8 A great deal of research and studies have been carried out to date, and after long negotiations on the location, scope and size of the hospital, the Government of Montserrat and DFID have agreed to the construction of a new 24-bed hospital with a modular design to accommodate 'daily peak' demand (31), on the current Glendon Hospital site.

## **The Objectives**

2. The main objective is to review preliminary designs and produce options for outline designs of a new hospital to be constructed at the existing hospital site providing for minimum disruption of services, including preliminary specifications and indicative budgets. At least three outline designs – need to be produced in consultation with key stakeholders, including potential for sub-options if necessary to maximise flexibility in delivering the agreed functional content. Each should be supported with relevant assumptions, design criteria, outline implementation plans and indicative costs, summarising into recommendations that would assist the subsequent process of

agreement on the preferred design and procurement of detailed design services. Detailed outputs are listed at 5.2 of this document.

## **The Recipient**

3.1 This work is to be produced for the Government of Montserrat's Ministry of Health, and progress will be reported within the project's governance context.

## **The Scope**

4.1 The Consultants will be responsible for developing outline design options for the new Glendon Hospital, according to the scope and standards outlined below.

4.2 Details regarding the scope and parameters of work are as follows:

- a. The agreed functional content for the new Glendon Hospital is in Annex A.
- b. The project site is the current Glendon Hospital site
- c. The completed hospital structure is to have a minimum design life of 25 years<sup>1</sup>.
- d. Consideration should be given to:
  - i. modular design solutions to allow maximum flexibility in the 24 bed facility's use of space and meeting current and near-future 'daily peak' demand (see Annex A for details) with considerations for potential future expansion of facilities as well as private care opportunities
  - ii. Implementation constraints, including access considerations<sup>2</sup>, arising from working within the premises of an operational hospital; as well as implications and contingencies for archaeological interests that might be discovered during excavation works of the site
  - iii. Budget constraints of the CIPREG programme - The New Hospital is acknowledged as a significant project within the programme. The outcome of the design consultancy will contribute to finalising this specific allocation for the final design and construction costs.
- e. Standards - It is understood that Montserrat falls outside of UK health and safety legislation and legal jurisdiction. It is recommended that in enabling optimum

---

<sup>1</sup> Consultants are to consider PAHO SMART Hospital guidance, suggesting different lifespan ranges for specific building elements (e.g. foundations: 50+ years; cladding and façade: approx. 25-30 years; building services: up to 25 years).

<sup>2</sup> Consultants are requested to carefully evaluate the relative need for temporary and/or permanent use of privately-owned land surrounding the hospital compound to deliver on the project brief, including the option of not using or acquiring private land; and appraise the technical and financial implications of access considerations in the recommendations on the way forward.

opportunity for options that support suitability to clinical best practice of the Functional Content (as well as to design and construction), a balance is struck between following UK best practices and other international best practice standards – whichever is higher - that may be more appropriate in some instances. This will include UK Health Building Notes Guidance (2014)<sup>3</sup>, and the Montserrat’s Building Codes and the PAHO SMART Hospital Initiative Toolkit<sup>4</sup>. The design should ideally reach a safety index rating of ‘A’, and a green score of at least 70%. Exceptionally, a more appropriate international standard may be proposed to the Ministry of Finance by the Consultants, in which case the Consultants are expected to present a case outlining the comparative advantage of alternative standards over UK standards and key implications.

- f. The Consultants will conduct a review of preliminary designs completed by previous Consultants<sup>5</sup>, against the agreed project specification and standards. The early designs are non-binding and the Consultants will outline whether previous designs could be considered as valid options within the scope, or if found not to be, where are the main points of departure of the new outline designs from the previous design in the detailed considerations submitted as part of agreed deliverables.
- g. The Consultants will undertake a minimum of one visit to Montserrat, in the first month of contract initiation, followed by regular consultation with GoM and DFID on preliminary plans.

## **Deliverables**

5.1 The success of this project will be measured by the timely achievement of the following deliverables:

- i. Develop outline plans (at least 3 options) for the new hospital that meet the above requirements.
- ii. Develop preliminary cost estimates for all options, taking into account regional context of proposed design in relation to mobilization, materials and labour, and access considerations.
- iii. Develop preliminary implementation schedules for all options, with due regard to the constraints of construction within the vicinity of an existing operational hospital
- iv. Identify any major risks with the implementation of the outline plans for the options
- v. Provide preliminary details of any decanting operations and their indicative costs (for all options)
- vi. Provide a summary of considerations, assumptions, conclusions and recommendations. These should include – but are not restricted to – a summary of the acceptability of previous preliminary designs completed by the previous consultancy (2014) as well as main points of departure from those preliminary designs; an appraisal of alternative options based on deliverability of project

---

<sup>3</sup> Health Building Note 00-01 General Design Guidance for Healthcare Buildings, UK Department of Health, 2014

<sup>4</sup> PAHO/IRIS, Smart Hospital Toolkit,

[http://iris.paho.org/xmlui/bitstream/handle/123456789/34977/9789275119396\\_eng.pdf?sequence=1](http://iris.paho.org/xmlui/bitstream/handle/123456789/34977/9789275119396_eng.pdf?sequence=1)

<sup>5</sup> Zeidler Consultants, 2014

minimizing disruption to clinical operations, access considerations (including use whole life costs and value for money, and sustainability; summary of key unknowns and/or aspects to be considered in depth in Social, Environmental and Health Impact Assessment in the detailed design phase; identification of key project risks and an appropriate risk mitigation strategy.

- vii. Make recommendations about the most feasible procurement route for the construction of the new hospital for all options
- viii. After approval of the preferred option by the CIPREG Steering Committee, develop ToRs for the preferred options detailed design or Design and Build.

## **Reporting**

6.1 The Consultants will report to the Health Project Committee, via the Ministry of Health. A copy of all deliverables and any correspondence with the GoM is to be copied to the DFID Infrastructure Adviser, DFID Health Adviser and DFID Programme Manager responsible for CIPREG.

6.2 As a minimum the Consultants will submit a short inception report upon discussion of the brief; brief the Health Project Committee on a fortnightly basis on progress; and a short report after the field visit. The content and format of these reports is to be agreed between the client and Consultants, post contract award.

## **Timeframe**

7.1 The timeframe for this work is 12-16 weeks from the start of the contract, with mobilisation taking place within 4 weeks of the contract start.

## **Qualifications and Composition of Team**

8.1 The lead Consultant should consider the appropriate interdisciplinary composition of their Consultancy team towards meeting the requirements and deliverables of the assignment. Ideally the Consultancy will propose a team with demonstrable knowledge, skills and professional qualifications relevant to the scope of the assignment. The assignment will require a range of skillsets to support GoM and DFID through critical investment decisions around the New Glendon Hospital, such as:

### **Hospital Engineering**

- Architectural Design
- Engineering Requirements
- Land Assessment
- Functional Requirements to appropriate Clinical Standards

### **Project Development**

- Feasibility Studies (Viability Studies)
- Financial Engineering
- Master Planning for Hospitals and their Construction

### **Strategic Business Consulting**

- Strategic application of innovation, private care opportunities, PPP etc in delivering sustainability of healthcare facility
- Strategy Development
- Hospital Management Consulting

8.2 The Consultants should possess at least a minimum of 10 years' experience in Hospital/Medical facility Architecture or Design, including Project Architecture/management skills and significant knowledge in Architectural design and implementation. It should be able to demonstrate experience from through past projects in Hospital Project Development and Feasibility Studies (Viability Studies), construction design, site analysis and planning as well as including plans of Functional requirements of the facility.

8.3 Consultants should have demonstrable knowledge of:

- Design and construction of hospital developments – single and multi-storey
- Structural engineering
- Master planning for Hospitals
- Hospital Building Codes and international design standards
- Designing for Climate Resilience and Sustainability
- Project management and planning
- Land/site Assessments and Options appraisals
- Stakeholder engagement

## **List of Annexes**

Annex A – Functional content for the new hospital.

## 4.0 EVALUATION OF TENDER

### Evaluation Criteria

4.1 The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that bids would be deemed non-compliant and not considered any further. **Tenders must achieve a minimum score of 65% to be considered for award of contract.**

Criteria Description	Weight (%)
Administrative Compliance	Pass/Fail
Price	50
Technical Questions	50
Total	100

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

### 4.2 Administrative Compliance (Pass/Fail)

Tenderers must submit all the documents requested in the tender document checklist. All Tenderers are required to fully complete the Form of Tender including the commencement time and the proposed completion time which are highlighted. A valid Tax Compliance Certificate need to be submitted with their submission. Tenderers should sign and date the Anti-Collusion statement. Similarly details of previous experience must be submitted in accordance with the Technical Compliance below. This is a pass/fail criterion. If **all** the above requirements are fulfilled, then the tenderer would move onto the other evaluation criteria. If any of the above mentioned items are not submitted, then the tender would be deemed non-compliant and rejected.

### 4.3 Price Evaluation (50%)

All bids will be evaluated based on the lowest price bidder achieving the maximum % for the pricing element. Higher priced bids will receive a proportional score based on the amount higher they are than the lowest bid price.

For example, if the price element is worth 40%:

Lowest Price (A)  
Higher Price (B) X 40%

A = 10000  
B = 14000 X 40% = B's score is 28.5%

#### 4.4 Technical Questions (50%)

Quality will be measured upon evaluation of Bidders' responses to the Technical Questionnaire

Each question in the Technical Questionnaire is marked using the following scores:

<b>Scoring - Quality &amp; Sustainability Criteria</b>	
<b>Rating of Response</b>	<b>Score</b>
Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	9 – 10
Good or Fully Compliant Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	7 – 8
Satisfactory or Compliant Submission which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the GoM is relatively confident that the Tenderer has the ability to meet the requirements of the Contract.	5 – 6
Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The GoM has minor concerns regarding the Tenderers ability to meet the requirements of the Contract.	1 – 4
Un acceptable or Non-Compliant (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the GoM has major concerns regarding the Tenderers ability to meet the requirements of the Contract. An answer to the question has not been provided or the Tenderer has not understood the requirements of the question and therefore the answer provided does not address the question. Note that in some instances, not responding to a question may result in your Tender being rejected and a fail mark awarded. Such questions will be identified within the Tender documents.	0

4.5 Weighted quality scores will be calculated by multiplying the moderated score for each quality question by its individual weighting. The weighted scores will be totalled for each bid.

- 4.5.1 Any Bidder who achieves an 'Unacceptable' score of '0' for any of the questions will be deemed to have failed to meet the GoM's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.
  
- 4.5.2 Any Bidder who does not achieve any declared minimum quality score will be deemed to have failed to meet the GoM's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.

**5.0 FORM OF TENDER**

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

Dear Sir/Madam,

**Re: ITT for the Provision of: Montserrat New Glendon Hospital Preliminary Design and Specification Development**

I/We the undersigned undertake to supply and deliver the products as outlined in the above captioned project in accordance with the general conditions of contract and product model numbers as provided in the tender documents. The lot/s for which I am tendering is/are ticked and will be supplied for the sum of (please specify XCD or USD):

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

If my/our tender is accepted, I/We undertake to complete the sourcing and delivery of the goods within \_\_\_**weeks** from the date of receipt by me/us of the official award of contract. I/We understand that 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.

I/We the undersigned have read the General conditions of contract and accept them in their entirety

Name:.....  
Signed.....  
Name of firm (If Applicable) .....  
Address.....  
.....  
Tel No: .....  
Fax No: .....  
Email: .....  
Date: .....

## 7. GENERAL CONDITION OF CONTRACT

This Agreement is made the..... day of..... 20... between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Health (hereinafter referred to as "**GOM**") of the one part and (supplier's company) ..... whose address is ..... acting herein and represented by (name of representative) ..... (hereinafter referred to as "**the Supplier**") of the other part.

### 1. INTERPRETATION

1.1. In these conditions: -

**The Contract** means the agreement concluded between the **GOM** and the Supplier ....., including all specifications which are described and attached hereto to include the tender instructions, scope of works and other documents which may be incorporated or referred to herein;

**The contracting authority** means the Government of Montserrat **GOM**.

**The Supplier**" means the company/ companies/ individuals that have responsibility for carrying out the requirements of the contract.

**The Contract Price**" means the gross price to be paid by **GOM** and the method of payment of the Contract Price shall be agreed between the parties.

**The supply and delivery of ALL equipment listed in the Bill of quantities** or where referred to in the contract as "services" means all work which the Supplier is required to undertake in the performance of this contract.

**The Specification** means the **GOM's** requirements for the **supply and delivery of equipment as per model number and description provided in the Bill of quantities**, details of which have been provided in this tender document.

### 2. VARIATIONS OF CONDITIONS

The supply and delivery of **Preliminary Design and Specification Development work** shall be carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this agreement.

### 3. NON-DELIVERY

Without prejudice to any other right or remedy, should the Supplier not deliver the Services or any portion thereof within the time or times specified in the Contract, except in cases of force majeure and subject always to the receipt of written notice within 5 days of the force majeure event relied on or if the Services are delayed due to events outside of the Supplier's control, in which case the Supplier shall be entitled to a fair and reasonable time for such delay, then:

- 3.1 The **GOM** shall be at liberty to determine the Contract and to procure services of the same or similar description from another Supplier to make good such default; and,
- 3.2 The **GOM** shall recover from the Supplier any sum or sums paid to the Supplier in respect of the services. Also, the **GOM** shall be able to recover from the supplier any increased costs resulting from obtaining supplies from an alternative supplier.

### 4. PAYMENT

- 4.1 As full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the fees as outlined within 14 days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier, provided that **GOM** give notice in writing of its intention not to pay such fee and provide the relevant reason where:
  - a. The Supplier has failed to carry out services, or has inadequately carried out services required by this Contract to be carried out and has not remedied such failure or deficiency within a reasonable time;
  - b. The Supplier, 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 Contract; and upon giving such notice the **GOM** may withhold payment accordingly.
- 4.2 **GOM**, whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract as a debt, providing that such sum is agreed by the parties as recoverable by GOM or has been fully ascertained and substantiated.

## 5. INDEMNITY AND INSURANCE

- 5.1 Supplier shall be liable for and shall indemnify the **GOM** against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of:-
- 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
- 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the Contract by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.
- 5.2 The Supplier shall only be liable to pay compensation to the Purchaser under or in connection with this Contract if a breach of clause 3 is established against the Supplier.

Notwithstanding any other term to the contrary in this Contract or any related document and whether the cause of action for any claim arises under or in connection with this Contract in contract or tort, in negligence or for breach of statutory duty or otherwise, in relation to any and all causes of action as aforesaid the total liability of the Supplier in the aggregate for all claims shall be limited to the lesser of

- a) sum equivalent to three (3) times the fee payable under this Contract or
- b) 300,000.00 Eastern Caribbean Dollars.
- 5.3 Neither party shall be liable to the other for any indirect, special or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity.
- 5.4 Further and without prejudice to the aforesaid limit of liability and such liability of the Contractor/Consultant/Supplier for the loss or damage in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the Contractor/Consultant/Supplier to pay having regard to the Contractor's /Consultant's responsibility for the same and on the basis that:
- a) all other parties appointed or to be appointed by the Purchaser to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the Purchaser such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and

- b) it shall be deemed that all such other parties have not limited or excluded their liability to the Purchaser for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this clause

## 6. INSURANCE

- 6.1 The Supplier shall insure against its full liability under this Contract.
- 6.2 The Supplier shall produce to **GOM**, upon request, documentary evidence that insurance is properly maintained.

## 7. ASSIGNMENT

- 7.1 The **GOM** shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Supplier.
- 7.2 The Supplier shall not:-
  - 7.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM**; or
  - 7.2.2 Subcontract any provision of the Contract or any part thereof to any person without the previous written consent of the **GOM**, **such consent shall not be unreasonably withheld or delayed**, which if given shall not relieve the Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the acts, defaults, or neglect of any sub-Supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Supplier or its agents or employees.

## 8. CONFIDENTIALITY

- 8.1 All information, requirements, documents and other data which the **GOM** may have imparted and may from time to time impart to the Supplier relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.
- 8.2 The Supplier hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract, disclose the same whether directly or indirectly to any third party without the **GOM's** prior written consent.

- 8.3 The obligations set forth in Clauses 8 and 16 shall expire two (2) years after the termination of the Contract.

## 9. BRIBERY AND CORRUPTION

Either party shall be entitled to determine the Contract and to recover from the other party the amount of any loss resulting from such action if:-

- 9.1 Any party that has offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with the other party; or
- 9.2 The like acts shall have been done by any person employed by the Parties or acting on its behalf (whether with or without the knowledge of the Party); or
- 9.3 In relation to any contract with the **GOM** the Supplier or person employed by it or acting on its behalf shall:-
- 9.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
- 9.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.
- 9.4 In the performance of their obligations under or in connection with this Contract the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

## 10. TERMINATION

- 10.1 The **GOM** may terminate this Contract in any of the circumstances set out in 10.2 below by giving to the Supplier notice in writing where the Supplier:-
- 10.1.1 commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the Purchaser to the Supplier, the Supplier fails to remedy such breach within 14 days of the notice then the Purchaser may terminate the Contract forthwith.
- 10.1.2 becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;

- 10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 10.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 10.1.5 Has an administrative receiver appointed;
- 10.1.6 Has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00.
- 10.1.7 Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the **GOM** may without prejudice to any accrued rights or remedies under this Contract, terminate the Contract by giving notice in writing.
- 10.2 If the Contract is terminated as provided in this condition then the **GOM** shall:-
- 10.2.1 Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;
- 10.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;
- 10.2.3 Be entitled to deduct any losses to the **GOM** resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the **GOM** to the Supplier as a debt). Such loss shall include the reasonable cost to the **GOM** of the time spent by the **GOM** in terminating of the Contract as aforesaid have been due to the Supplier.

## 11. WAIVER

- 11.1 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 Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

## 12. COMPLETE CONTRACT

- 12.1 This Contract supersedes any prior Contract 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.

### 13. GOVERNING LAW

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

### 14. FORCE MAJEURE

Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Contract impossible whereupon all money due under this Contract shall be paid immediately.

### 15. NOTICES

15.1 Any notice required to be served under this Contract shall be in writing and may be served by electronic mail to the correct address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

15.2 A notice shall be delivered as follows:

A. if to the Supplier, to:

Name:.....  
Designation:.....  
Address:.....  
.....  
Tel:.....  
Fax: .....  
Email:.....

B. if to the **GOM**, to:

Camille Thomas-Gerald  
Permanent Secretary  
Ministry of Health  
Government Headquarters  
Brades  
Montserrat  
Tel: (664) 491-2880  
Fax: (664) 491-3131  
Email: geraldcc@gov.ms

**16. CONFIDENTIALITY**

16.1 The Supplier shall not at any time during or after the term of this Contract divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Contract, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The Supplier shall not seek to acquire any such information outside of the performance of its duties under this Contract.

**17. MEDIATION AND ARBITRATION**

17.1 If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through mutual agreement within 14 days. If unsuccessful, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

**18. SIGNATURES**

18.1 Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by terms hereof.

Insert names etc.

**A. SUPPLIER**

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

**B. GOM**

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

**8. RESPONDENT'S IDENTIFICATION / DETAILS**

A	PERSONAL INFORMATION
<p>COMPANY NAME----- REGISTRATION NUMBER ----- -----</p> <p>COMPANY ADDRESS----- ----- -----</p> <p>CONTACT PERSON----- POSITION----- -----</p> <p>TELEPHONE NUMBER- ----- FAX NUMBER----- WEBSITE----- -----</p> <p>EMAIL ADDRESS: -----</p>	

B	QUESTIONNAIRE		
1	Your entity operates as which one of the following?	Sole Proprietorship	
		Partnership	
		Limited Liability	
		Others	
		(0-1)	
		(1-3)	

2	How many years has your entity been in operation?	(3-5)
		(5-10)
		(10 & Over)
3	Number of Employees within your entity?	(1-5)
		(6-10)
		(11-15)
		(16 & Over)
4	How many similar contracts has your entity successfully completed in the last 2 years?	(1-3)
		(4-6)
		(7-9)
		(10 & Over)
6	What is the highest sum of any of the contracts completed in the last 2 years?	(50-100)K
		(101-200)K
		(201-400)K
		Over 400K
7	Has your entity failed to complete a contract for a public or private entity?  If you have answered yes then please provide details.	YES
		NO

**(TICK WHERE APPLICABLE ABOVE)**

C	SIGNATURE
<p>I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand false statement may result in denial of a contract and possible debarment from future prospects.</p> <p>-----</p> <p>Signature of Company Representative                      Company Name/Stamp</p> <p>-----</p> <p><i>Date</i></p> <hr/>	

**9. Anti-Collusion Statement**

**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.....2019

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 .....

**a. Technical Questionnaire (50%)**

Please complete and return with your submission

<p><b>Question 1</b> Please describe your knowledge of hospital construction and building standards and knowledge of relevant structural engineering, and architectural design that includes knowledge of innovative methods and approaches that would enable hospital to be developed within a relatively low budget envelope and within tight logistical boundaries.</p>	<p>Scoring 15</p>
<p>Bidders response</p>	
<p><b>Question 2</b> Please describe your expertise and experience in hospital project development and feasibility studies conducted internationally or within the Caribbean, including land/site analysis and functional planning and designs for clinically sound, sustainable and climate resilient hospital facilities. You should also demonstrate in your experiences where you included consideration and guidance to the client on requirements for future development and expansions, as well as how 'best practice' clinical standards and functional requirements informed the options for designs and layout of the facility.</p>	<p>20</p>
<p>Bidders response</p>	
<p><b>Question 3</b> Describe how in previous examples, you provided pricing and costs formulation for health facilities. Please demonstrate your understanding of potential sources of private sector revenue which might enable costs of the hospital development to be funded by the private sector, and either all or some of the recurring costs for operating and maintaining the hospital facility to be funded by the private sector.</p>	<p>15</p>
<p>Bidders response</p>	
<p><b>Question 4</b> Please provide details of your experience and understanding in relation to health services and facilities analyses for a small developing State, particularly with respect to flexible facility designs to meet a range of current and future service requirements and demands whilst within a pre-determined or constrained development site. Provide examples of similar projects where you have achieved this.</p>	<p>20</p>

Bidders response	
<b>Question 5</b> Please describe your experience and knowledge of legal, financing and procurement expertise in the relevant sectors to assist GoM and DFID with planning and considerations relevant to the proposed development. E.g. application of PPP in the procurement and development of potential hospital designs.	15
Bidders response	
<b>Question 6</b> Please describe your approach to project management and planning for delivering the proposed assignment.	10
Bidders response	
<b>Question 7</b> Please describe your approach to stakeholder engagement and provide examples of where you have achieved this successfully in hospital design and planning.	5
Bidders Response	
<b>Question 8</b> Please outline what approach you would adopt to meet the requirements of this project if you were successful.	10
Bidders Response	

It is for the consultant to propose what expertise is required for the satisfactory conclusion of this assignment. As a guide, consultants will be expected to cover all or most of the following areas of expertise in carrying out this assignment:

**Project Development**

- Feasibility Studies (Viability Studies)
- Financial Engineering
- Master Planning for Hospitals and their Construction

**Hospital Engineering**

- Architectural Design
- Engineering Requirements
- Land Assessment
- Functional Requirements to best practice Clinical Standards

**Strategic Business Consulting**

- Strategic application of innovation, private care opportunities, PPP flexible facilities usage etc in delivering sustainability of healthcare facility
- Hospital Services Strategy Development
- Management and Quality Improvement

## **10. TENDER CHECKLIST**

The following documents must be provided for a contractor's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered noncompliant and rejected:

- (1) Completed and **Signed Form of Tender**. The Form of Tender document shall be signed by a person legally authorized to bind the firm to a contract. The complete tender sum should be clearly written and included in the form of tender). Also the start and end date of supply.
- (2) Identification Details of the tenderer or Business
- (3) Tax/social security Compliance Certificate (if locally based)
- (4) Anti-Collusion Statement
- (5) Cost proposal
- (6) Project proposal
- (7) Completed Technical Questionnaire