

**MINISTRY OF HEALTH & SOCIAL SERVICES
ENVIRONMENTAL DEPARTMENT**

Tender for the Construction of Dumping Bays at the New Windward
Dump Site

January 2018



Ministry of Health & Social Services

P. O Box 24
Brades
Montserrat. W. I.

Tel: (664) 491-2552/2880
Fax: (664) 491-3131
Email: mehcs@gov.ms

January 09th, 2018

Dear Sir,

Re: Tender for the Construction of Dumping Bays at the New Windward Dump Site

The Ministry of Health and Social Services is desirous of constructing three (3) Dumping Bays at the New Windward Dumping Site. The specifications for the three bays are identical and bidders are invited to tender for a contract to carry out construction of Dumping Bay on any or all of the three lots detailed in this document. Included are the tender documents consisting of:

1. Instruction to Bidders
2. Form of Tender (s)
3. Bill of Quantities
4. General Conditions of Contract
5. Anti-Collusion Statement
6. Document Check List

Please return the priced and signed Form of Tender, Bill of Quantities, Completed Document Check List, Anti-Collusion Statement, proof of experience and a copy of your tax compliance certificate (**if locally based**). A two (2) envelope system would be necessary for the valid submission of tenders. This is as follows:-

The first envelope, **the inner envelope**, is where all documents that are to be submitted would be placed. This inner envelope is to be addressed to, "The Chairperson, Departmental Tender Committee, Ministry of Health and Social Services, E. Karney Osborne Building, Little Bay, Montserrat". The name of the project should also be written on this inner envelope and should read, "Tender for the Construction of Dumping Bay #__ at the New Windward Dump Site". The name of the tenderer should also be written on the inner envelope.

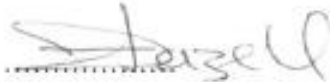
The inner envelope, completed as stated above, should then be placed into an **Outer Envelope**. The outer envelope should be addressed to, "The Chairperson, Departmental Tender Committee, Ministry of Health and Social Services, E. Karney Osborne Building, Little Bay, Montserrat". The name of the project should also be written on this outer envelope and should read, "Tender for the Construction of Dumping Bay #__ at the New Windward Dump Site". The outer envelope should not show any identification of the tenderer.

Tenders are to be received no later than **2:00p.m** on **Tuesday 30th January 2018**. Please ensure that no additional marks are placed on the outer envelope.

Envelopes are to be taken to the Ministry of Health headquarters at the above address where the tenderer would place their tender in the Tender Box and be given a receipt after this is completed.

Any queries relating to the tender or works included should be made in writing or by email to Miss Dorothea Hazel, Permanent Secretary (Ag) at hazeld@gov.ms in the Ministry of Health.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Dorothea Hazel', written over a dotted line.

Dorothea Hazel (Miss)
Permanent Secretary (Ag)
Ministry of Health

Instructions to Bidders

1. The Montserrat General Conditions of Contract will be adopted for this contract.
2. Bidders can choose any lot to bid on. A bidder may bid on one or all the lots. **However, every lot must be submitted as an individual bid.** To constitute a compliant bid, bidders must submit Priced and signed Form of Tender with the Lot # included, Tender Checklist, Tax Compliant Certificate, Completed Bill of Quantities and all other required documentation in each submission.
3. Bidders must complete the **Form of Tender, Document Check List, Anti-Collusion statement and Bill of Quantities** for the works. Tenderers must also submit proof of experience by completing the relevant document provided. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
4. The bidder must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents.
5. Please understand that 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.

Please consider your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms

6. The bidder will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.
7. All works undertaken will be the subject of taxation in accordance with the current legislation.
8. Please return the priced and signed Form of Tender, Bill of Quantities, Completed Document Check List, Anti-Collusion Statement, proof of experience and a copy of your tax compliance certificate (**if locally based**). A two (2) envelope system would be necessary for the valid submission of tenders. This is as follows:- The first envelope, **the inner envelope**, is where all documents that are to be submitted would be placed. This inner envelope is to be addressed to, "The Chairperson, Departmental Tender Committee, Ministry of Health and Social Services, E. Karney Osborne Building, Little Bay, Montserrat". The name of the project should also be written on this inner envelope and should read, "Tender for the Construction of Dumping Bay # ___" at the New Windward Dump Site. The name of the tenderer should also be written on the inner envelope. The inner envelope, completed as stated above, should then be placed into an **Outer Envelope**. The outer envelope should be addressed to, "The Chairperson, Departmental Tender Committee, Ministry of Health and Social Services, E. Karney Osborne Building, Little Bay, Montserrat". The name of the project should also be written on this outer envelope and should read, "Tender for the Construction of Dumping Bay # ___" at the New Windward Dump Site". The outer envelope should not show any identification of the tenderer. Tenders are to be received no

later than **2:00p.m** on **Tuesday 30th January 2018**. Please ensure that no additional marks are placed on the outer envelope.

Envelopes are to be taken to the Ministry of Health headquarters at the above address where the tenderer would place their tender in the Tender Box and be given a receipt after this is completed.

9. **Late tenders will not be considered.**
10. Tenderers are to provide all documents or information requested as part of the Tender Evaluation with their tender submission.
11. All tenders will be arithmetically checked; any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
12. Bidders are not allowed to submit alternative tenders.
13. The Employer is not bound to accept the lowest tenderer and has the right to accept or reject any tender offers.

Description of the Works

- Construction a dumping bay with reinforced concrete blocks and a concrete pavement.

FORM OF TENDER

The Chairperson
Departmental Tender Committee
Ministry of Health & Social Services
E Karney Osborne Building
Little Bay
Montserrat

Dear Sir/Madam;

Re: Tender for the Construction of Dumping Bay #1 at the New Windward Dump Site

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 60 days from the date of submission of this tender.

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.

Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms

Name.....

Signed.....

Name of firm (If Applicable)

Address.....

.....

Tel. nr.....

Fax nr.....

Email Address

Date.....

FORM OF TENDER

The Chairperson
Departmental Tender Committee
Ministry of Health & Social Services
E Karney Osborne Building
Little Bay
Montserrat

Dear Sir/Madam;

Re: Tender for the Construction of Dumping Bay #2 at the New Windward Dump Site

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 60 days from the date of submission of this tender.

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.

Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms

Name.....

Signed.....

Name of firm (If Applicable)

Address.....

.....

Tel. nr.....

Fax nr.....

Email Address

Date.....

FORM OF TENDER

The Chairperson
Departmental Tender Committee
Ministry of Health & Social Services
E Karney Osborne Building
Little Bay
Montserrat

Dear Sir/Madam;

Re: Tender for the Construction of Dumping Bay #3 at the New Windward Dump Site

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 60 days from the date of submission of this tender.

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.

Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms

Name.....

Signed.....

Name of firm (If Applicable)

Address.....

.....

Tel. nr.....

Fax nr.....

Email Address

Date.....

Ministry of Health and Social Services – Tender Checklist

Project Title *Construction of Dumping Bay #1*
Date scheme advertised *Tuesday 12th Janaury 2018*
Tender Deadline Date: *Tuesday 30th January 2018*
Tender Deadline Time *2:00pm*

Below are the following documents that should be provided for a contractor’s bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents will result in the bid being considered non-compliant and rejected.

- Signed Form of Tender (**Including time for completion and notice period**) Completed

- Bill of Quantities

- Tax Compliance Certificate (if locally based)

- Proof of Similar Works Undertaken during the past 10 years

- Signed Anti-Collusion Statement

.....
Signed on behalf of Contractor

.....
Date

Ministry of Health and Social Services – Tender Checklist

Project Title *Construction of Dumping Bay #2*
Date scheme advertised *Tuesday 12th Janaury 2018*
Tender Deadline Date: *Tuesday 30th January 2018*
Tender Deadline Time *2:00pm*

Below are the following documents that should be provided for a contractor’s bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents will result in the bid being considered non-compliant and rejected.

- Signed Form of Tender (**Including time for completion and notice period**) Completed

- Bill of Quantities

- Tax Compliance Certificate (if locally based)

- Proof of Similar Works Undertaken during the past 10 years

- Signed Anti-Collusion Statement

.....
Signed on behalf of Contractor

.....
Date

Ministry of Health and Social Services – Tender Checklist

Project Title *Construction of Dumping Bay #3*
Date scheme advertised *Tuesday 12th Janaury 2018*
Tender Deadline Date: *Tuesday 30th January 2018*
Tender Deadline Time *2:00pm*

Below are the following documents that should be provided for a contractor’s bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents will result in the bid being considered non-compliant and rejected.

- Signed Form of Tender (**Including time for completion and notice period**) Completed

- Bill of Quantities

- Tax Compliance Certificate (if locally based)

- Proof of Similar Works Undertaken during the past 10 years

- Signed Anti-Collusion Statement

.....
Signed on behalf of Contractor

.....
Date

Construction of Dumping Bays with Reinforced Hollow Block Concrete Masonry Retaining Wall - New Windward Dump Site

| Item | Description | Units | Quantity | Rate | Total |
|-------------|---|----------------|----------|------|-------|
| 1.00 | Preliminaries | | | | |
| 1.01 | Include for contractor's mobilisation/demobilization for the works. Also cater for the safe operation of equipment during the construction phase as well as safety of employees and the general public. | item | 1.0 | | \$ - |
| | | | | | |
| 2.00 | Reinforced Hollow Block Masonry Works | | | | |
| 2.01 | Supply and place 200mm (0'-8") thick hollow concrete block to form retaining wall in accordance with details on Sheet No.01. | m ² | 3.8 | | \$ - |
| | | | | | |
| 2.02 | Supply, place and compact in-situ concrete to every other block core based on Sheet No.01 details. | m ³ | 0.40 | | \$ - |
| | | | | | |
| 2.03 | Supply and place T12 (1/2") rebar to every other hollow concrete block core. | kg | 22.9 | | \$ - |
| | | | | | |
| 2.04 | Supply and place reinforced ladder mesh to HCB wall at every second course in accordance with Sheet No.01. | m | 3.8 | | \$ - |
| | | | | | |
| 3.00 | Reinforced Concrete Foundation, Columns and Cap Beam | | | | |
| 3.01 | Execute excavation works in preparation of the construction of retaining wall footing in accordance with Sheet No.01. | m ³ | 1.0 | | \$ - |
| | | | | | |
| 3.02 | Supply and place 20.7 N/mm ² (3000psi @ 28-days) strength in-situ concrete to base of retaining wall footing. | m ³ | 0.6 | | \$ - |
| | | | | | |
| 3.03 | Supply, fabricate and place T12 (1/2") steel bar for cap beam in accordance with details on Sheet No.1. | kg | 14.4 | | \$ - |
| | | | | | |
| 3.04 | Supply and place 20.7 N/mm ² (3000psi @ 28-days) strength in-situ concrete to cap beam of retaining | m ³ | 0.2 | | \$ - |

| | | | | | |
|-------------|--|----------------|------|--|---------|
| | wall footing. | | | | |
| | | | | | |
| | | | | | |
| 4.05 | Backfill to newly constructed retaining walls. | Item | 1.0 | | \$ - |
| | | | | | |
| 4.00 | Reinforced Concrete Platform | | | | |
| 4.01 | Prepare, level & compact area for the construction of the concrete pavement. | m ² | 16.7 | | \$ - |
| | | | | | |
| 4.02 | Construct a 6" thick x 12' wide x 15' long concrete pavement in front each wall. | m ² | 16.7 | | \$ - |
| | | | | | |
| | | | | | |
| | Total | | | | \$ - |

GOVERNMENT OF

MONTserrat

GENERAL CONDITIONS

OF CONTRACT

GENERAL CONDITIONS

1 Definitions

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

2 Contract Document - Priority

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

3 Extent of Contract

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

4 Power to Vary or Omit

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

5 Assignment of Contract

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

6 Supply Materials

- 1) The Contractor shall within the agreed contract price, supply such materials as required and detailed by the Specifications

7 Setting Out

- 1) The Contractor shall be responsible for setting out of the work.

8 Workmanship

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

9 Removal of Debris

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

10 Supervision of Works and Skilled Workmen

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

11 Contractor's Plant

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

12 Payment Fees

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

13 Safety

- a) The Contractor is responsible for the safety of all persons employed by him.
- b) He shall in no way carry out any work that could be seen to endanger the life of any of his employees or of any member of the general public, including any other employee of the employer.

14 Injury to or death of a person

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

15 Damage to Property

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

16 Evidence of Insurance

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

17 Traffic Control

Due to the nature of the Works it will be the responsibility of the Contractor to ensure that a system of traffic control is in operation, including no vehicular access, if necessary.

18 Payment to the Contractor

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

19 Warranty Period

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

20 Handing Over Completed Works

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

21 Failure to Meet Completion Date

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

22 Matters not Contained in the Contract

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

23 Matter of Disagreement

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

24 Contracts Documents

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

25 DETERMINATION OF THE CONTRACT

- 1) Default by the Contractor

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

- a) Without reasonable cause he wholly or substantially suspends the carrying out

of the works, or

- b) He fails to proceed regularly or diligently with the works, or
- c) He refuses or neglects to comply with a written instruction given by the Engineer and by such refusal or neglect the works are materially affected

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

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

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

- 2) Consequences of determination under clause 25 .i.

The Engineer shall determine the amount due to the Contractor which shall include loss, damage or expenses incurred by the Employer as a direct consequence of the determination. A final payment certificate will be prepared accordingly.

- 3) Determination by the Contractor or Employer

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

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

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

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

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

26 SUSPENSION OF THE UNCOMPLETED WORKS

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

27 CONTRACTOR PERFORMANCE REPORT

- a) It is a requirement of the Client for the Engineer to assess the performance of the Contractor upon completion of the agreed works. The assessment will be based on the following criteria;
 - i. The project deliverables achieved,
 - ii. Organization & management of works,
 - iii. Quality of work provided,
 - iv. Health & Safety plan implementation,
 - v. Management of Finances & budget,
 - vi. Technical performance & adherence to specifications,
 - vii. Completion time and scheduling.
- b) The assessment has an overall maximum score of 1 and the following are the ratings that can be achieved;
 - 1.00 – 0.75 = Very Good Performance
 - 0.74 – 0.50 = Good Performance
 - 0.49 – 0.25 = Poor Performance
 - 0.24 – 0.10 = Very Poor Performance
- c) If Contractor has attained an overall score less than 0.50 at the end of the contract performance reporting period, the Contractor will be subjected to sanctions by procuring entities.
- d) Once a contractor has attained a first score of less than 0.50 which indicated poor performance, he/she will be sanctioned and is allowed to bid on projects that has an estimated value EC\$50,000 or less. This sanction will be implemented for 12 months.
- e) If the Contractor has a second score on another project less than 0.50, the Contractor will be suspended from being eligible to bid on any project regardless of the value. This suspension and sanctions will run for 1 year.

After a 1-year suspension or sanction, the Contractor will be allowed to bid only on contracts valued at EC\$ 50,000 or less. If on this occasion the Contractor's score is 0.75 or greater only then will he be allowed to bid on contracts valued above EC\$50,000. If his score is less than 0.75 but is equal to or greater than 0.5, he will only be allowed to bid contracts valued at \$50,000 or less until he can achieve a higher score.

AGREEMENT

between

GOVERNMENT OF MONTSERRAT

and

.....

1. This Agreement is made the _____ day of _____ **2018** between the Ministry of Health and Social Services having its headquarters at E Karney Osborne Building, Little Bay, Montserrat acting herein and represented by Ms Dorothea Hazel, Permanent Secretary (Ag), Ministry of Health and Social Services (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.
2. This Agreement shall take effect from the day of **2018** and subject to prior termination as provided by this agreement shall continue for a period of months/years.
3. In this Agreement:
 - a) “Agreement” means these General terms and Conditions in schedule 1 together with the Drawings, Signed Form of Tender, Priced Bill of Quantities, Specifications 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**
 - e) “Works” means the works to be executed in accordance with this agreement as described in the Specification drawings.
4. The **Contractor** is an independent contractor and shall not be considered in any respect as being an employee of **GOM**.
5. The **Contractor** shall supply its Montserrat Social Security number and verify the accuracy of the number as entered on all documentation connected with this agreement, and shall provide to **GOM** evidence of good standing with and observance of the requirements of the Social Security Board.
6. The representative of **GOM** for the administration of this agreement is the Permanent Secretary, Ministry of Health and Social Services (hereinafter referred to as the Administrator). The Administrator shall have final authority for acceptance of the **Contractor’s** performance, and if satisfactory shall initiate the process for approval of payment to the **Contractor**. No payment shall be made without such approval.
7. The **Contractor** shall provide the deliverables specified in column 1 of Schedule 2, within the timelines set out in Column 2 of Schedule 2, in return for the fees set out in column 3 of Schedule 2, under the terms and conditions outlined in Schedule 1.

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

BY

BY

Dorothea Hazel
Permanent Secretary (Ag),
Ministry of Health and Social Services

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 (6) years after the termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the **GOM**, shall be retained by the **CONTRACTOR** until the claim has been resolved.
- V. The **CONTRACTOR** shall not remove any material, goods or equipment purchased by the **GOM** and furnished to the **CONTRACTOR** to facilitate the performance of its obligations under this contract without the prior written consent of the Administrator.
- VI. The **CONTRACTOR** shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The **CONTRACTOR** shall not seek to acquire any such information outside of the performance of its/his duties under this Agreement.
- VII. (a) The **Contractor** shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the **GOM**, such consent not to be unreasonably withheld.

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

VIII. The **Contractor** agrees to undertake and complete the construction of Dumping Bay #1 at New Windward Landfill Site and all Works described in the Specifications, drawings, the tender documents and all tender circulars and addenda.

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

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

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

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

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

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

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

Engineer that:

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

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

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

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

XV. The **Contractor** shall pay to **GOM** a penalty of 2% of the contract price a day, for every day the completion of the Works is overdue.

XVI. If in the execution of this Contract any matter arises that cannot be agreed on by the Contractor and the Contract Administrator, the following procedure shall be taken:

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

XVII. a) The **Contractor** shall receive two complete originals of this agreement.

b) Subsequent to the commencement of the agreement, the **Contractor** shall receive a copy of all additions to and amendments to the Specifications or drawings.

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

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

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

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

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

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

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

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

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

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

Dorothea Hazel
Permanent Secretary (Ag)
Ministry of Health and Social Services
E Karney Osborne Building
Little Bay
Montserrat
Fax: (664) 491-2880
Email: mehcs@gov.ms

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

Address:Email:

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

SCHEDULE 2

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

| Services/Deliverables | Timelines | Fees |
|-----------------------|-----------|------|
| | | |
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**SCHEDULE
3**

Obligations of each party under this agreement

| Contractor's obligations | GOM's |
|---------------------------------|--------------|
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**SCHEDULE
4**

List all documents making up the contract



Government of Montserrat

CONTRACT PERFORMANCE REPORT

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

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.....2018

DULY AUTHORISED TO SIGN TENDERS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM.....

FULL POSTAL ADDRESS.....

TELEPHONE NO..... FAX NO

EVALUATION OF TENDER

Evaluation Criteria

The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that bids would be deemed Non-compliant. **Tenders must achieve a minimum score of 65% to be considered for award of contract.**

| Description | Weight (%) |
|--|------------|
| Administrative Compliance | Pass/Fail |
| Financial Compliance | 60 |
| Completion Time | 10 |
| Technical Compliance & Tenderer's Experience | 30 |

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

Administrative Compliance (Pass/Fail)

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

Financial Compliance (60%)

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. The Government of Montserrat is not bound to accept the lowest or any tender. However, there are other factors which comprise the criterion which are stated in the table above (Criteria Description) and these will be considered proportionately. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenders.

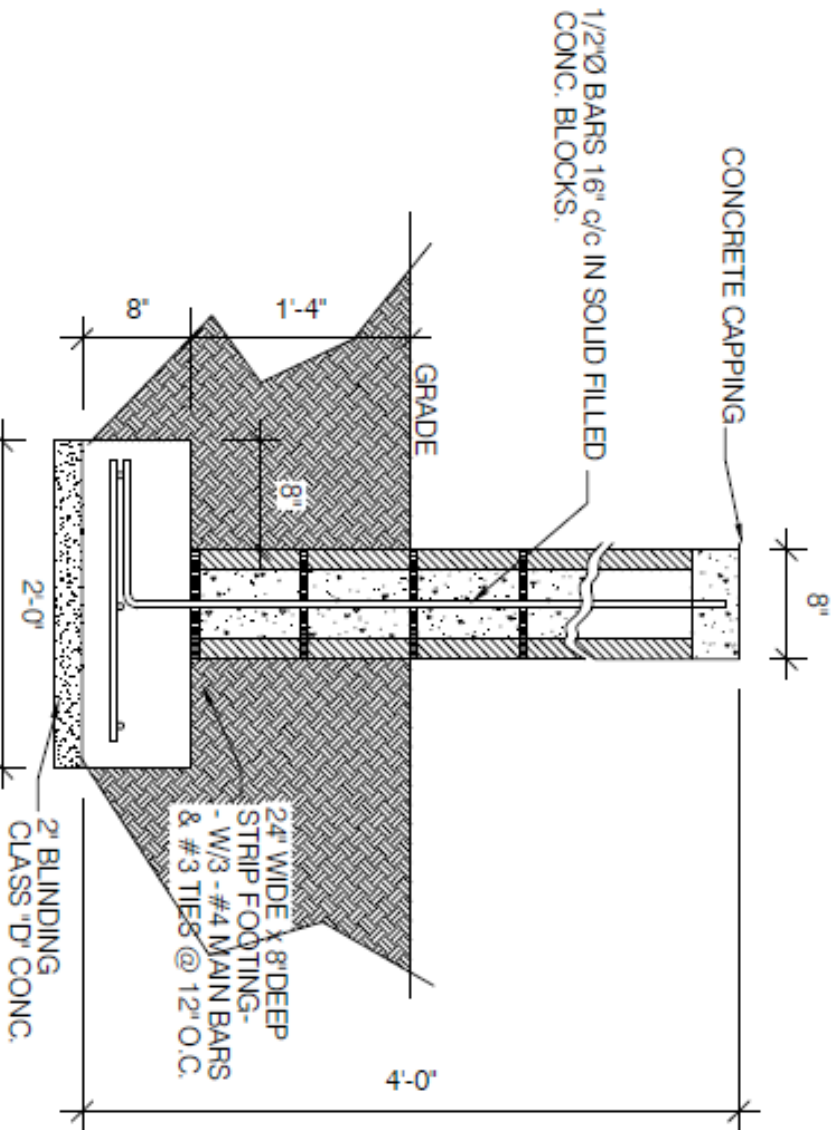
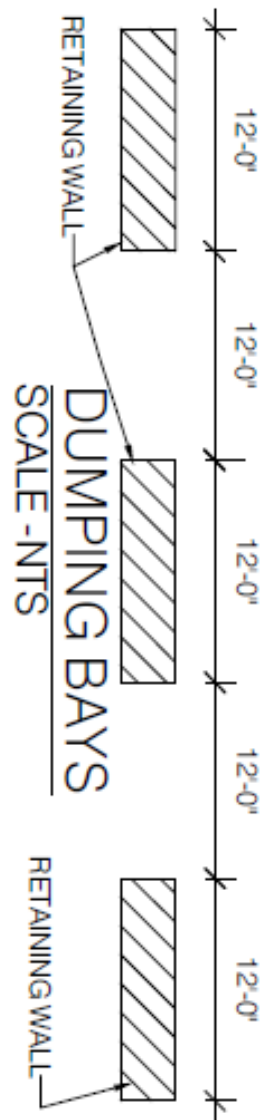
Completion Time (10%)

The procuring entity is desirous for the works to be completed as soon as possible. Marks will be awarded to the tenderer who proposes to complete the works soonest. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenders.

Technical Compliance & Experience (30%)

Adherence to technical specification is paramount. Prospective tenderers need to provide details of at least 2 previous contracts completed within the past 10 years of a similar nature to the scope of works of this tender with a value of a minimum \$40,000.00 for material and labour and a minimum value of \$16,000 for labour only. These details should include but are not limited to the following; the entity or person for which the work was completed, contact information for the entity or person, the value of the works, the location of the works. In addition, the prospective tenders can submit award letters for works in lieu of the above mentioned information. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenders.

| Start Date or Date of Award | Description of Works | Name of Client | Price of Contract | Date Completed |
|------------------------------------|-----------------------------|-----------------------|--------------------------|-----------------------|
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| | | | | |
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RETAINING WALL
SCALE 1" = 1'-0"

GENERAL NOTES

| No. | Revision / Issue | By | CHK | DA |
|-----|------------------|----|-----|----|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Public Works Department
P. O. Box 344
Montserrat
West Indies
Tel: 664-491-2521/2
Fax: 664-491-3475
Email: gov.ang@cardim.mt

| | |
|------------------------------|--------------|
| PROJECT: RETAINING WALL | |
| TITLE: RETAINING WALL DETAIL | |
| DESIGN/R.P. | JOB # - 0 |
| DRAWN: OREBNJ | |
| CHECKED: PWD | |
| FILE NO: 0 | SHEET NO: 01 |
| DATE: 21/10/16 | |
| SCALE: 1/2" = 1'-0" | |