

**GOVERNMENT OF MONTSERRAT
BUILDING DECONSTRUCTION
PROJECT**

**Tender for the Deconstruction of
Four (4) Wood and Steel
Buildings on Government
Headquarters Compound,
Brades, Montserrat.**

April 17th, 2018



OFFICE OF THE DEPUTY GOVERNOR

#3 Farara Plaza
Brades, MSR1110
Montserrat, West Indies

Tel: 1-664-491-6524/9209

Fax: 1-664-491-9751

Email: odg@gov.ms

April 17th 2018

Ref: ODG 2/10

Dear Sir/Madam,

Re: Tender for the Deconstruction of Four Wood and Steel Buildings on Government Headquarters Compound, Brades, Montserrat.

Tenderers are asked to note that they can bid for one or multiple buildings. However, each section must be submitted as a separate bid.

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

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

Please return a complete document of the priced and signed Form of Tender, Bill of Quantities, Completed Document Check List, Signed anti- Collusion Statement and a copy of your tax compliance certificate (if locally based). These should be placed in an inner envelope and addressed to **The Chairman, Public Procurement Board, Ministry of Finance, Government Headquarters, Brades, Montserrat, MSR1110**. The name of the project should also be written on the inner envelope. (See Instructions to Tenderers). The name of the tenderer should also be written on the inner envelope.

This envelope should be placed into an outer envelope addressed to **The Chairman, Public Procurement Board, Ministry of Finance, Government Headquarters, Brades, Montserrat, MSR1110**. The name of the project should also be written on this outer envelope. The outer envelope should bear no identification of the tenderer.

Tenders are to be received no later than **12:00pm midday on Wednesday 9th May 2018**. Please ensure that no additional marks are placed on the outer envelope. Envelopes are to be taken to the Ministry of Finance, Government Headquarters, Brades, Montserrat where the tenderer would place their tender in the Tender Box and be given a receipt after submission.

A site visit will be arranged for **09:00 am on Wednesday 25th April 2018** at the Old Treasury Building, Brades, Montserrat.

Any queries relating to the tender or works included should be made in writing to the Office of the Deputy Governor, Montserrat at williamsc@gov.ms.



.....
Cheverlyn Williams-Kirnon (MRS)
Director
Office of the Deputy Governor

INSTRUCTIONS TO TENDERERS

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

1. **Confidentiality of Documents**

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

2. **Dispatch of Tenders**

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

The Tender and all supporting documents shall be enclosed in a sealed inner envelope addressed to The Chairman, Public Procurement Board, Ministry of Finance, Government Headquarters, Brades, Montserrat. The name of the Project should also be written on this inner envelope and should read, “.“ **The name of the bidder should also be placed on this inner envelope.** The inner envelope shall then be placed in an outer envelope addressed to The Chairman, Public Procurement Board, Ministry of Finance, Government Headquarters, Brades, Montserrat, MSR1110. The name of the project should also be written on this outer envelope. The outer envelope should bear no identification of the tenderer.

- a) If bidding on Building One (1) the name of the project is “**Tender for Deconstruction of Building No.1**, a Wood and Steel Building on Government Headquarters Compound, Brades, Montserrat.
- b) If bidding on Building Two (2) the name of the project is “**Tender for Deconstruction of Building No.2**, a Wood and Steel Building on Government Headquarters Compound, Brades, Montserrat.
- c) If bidding on Building Three (3) the name of the project is “**Tender for Deconstruction of Building No.3**, a Wood and Steel Building on Government Headquarters Compound, Brades, Montserrat.
- d) If bidding on Section Four (4) the name of the project is “**Tender for Deconstruction of Building No.4**, a Wood and Steel Building on Government Headquarters Compound, Brades, Montserrat.

3. No unauthorized alteration or addition should be made to the Form of Tender, or to any other component of the Tender Document. If any such alteration or addition is made or these instructions are not fully complied with, the Tender will be rejected. Should any further information be required, it will be supplied on request, by the Contract Administrator.
4. Any neglect or failure on the part of the tenderer to obtain reliable information upon any matters affecting the cost, execution, deconstruction, completion and maintenance of the Works and the Contract, shall not relieve the contractor whose Tender is accepted from any risks of liabilities for the completion of the Works, nor will any claim for amendments to the Contract be entertained as a result of such neglect or failure.
5. Tenderers shall at their own expense visit the site and obtain for themselves, on their own responsibility, all information they may require prior to submitting a tender and entering into a contract. Each Tenderer, in submitting a proposal, warrants that he has investigated and inspected the site and its surroundings and is acquainted with the requirements of the Contract. Submission of a tender shall be considered conclusive evidence that the Tenderer has made such examinations and knows all the conditions that will affect the Works.
6. Tenders must be submitted on the Form provided. Prices shall be in Eastern Caribbean Dollars. Each form shall be completely filled out. Tender prices must be completed in ink. Erasures or other changes must be noted over the signature of the Tenderer.
7. Tenderers **must** submit a current Tax Compliance and Social Security Compliance certificate with their bid if **locally based**. **All tenderers must be tax and social security compliant at the commencement of contract.**
8. The successful Tenderer will be required to supply their proposed Construction All Risk Insurance to the value of the Contract Sum. The insurance shall indemnify contractor and GoM.
9. Each Tender must contain the name, residence and place of business of the person or persons making the Tender and must be signed by the Tenderer with his usual signature. Tenders by partnership must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative followed by the signature and designation of the person signing. Tenders by corporation are to be signed with the legal name of the corporation followed by the name of the State of incorporation and by the signature and designation of the President, Secretary or other person authorized to bind it in the matter. **Satisfactory evidence of the authority of the signer on behalf of the firm shall be furnished.**
10. Award of Contract will be made to the tenderer who satisfies the tender requirement and provides all the necessary information requested. It is important to note that the price submitted by tenders for the deconstruction and retainment

of the materials is an important component of the tender and all tenders that have met the administrative compliance will be selected on base on the criteria provided. **Please note that the tender who have submitted the lowest price will then be looked upon more favourable for the award of the contract.**

The Government of Montserrat shall accept the highest scoring submission provided that it passes the administrative compliance stage; however, the Government of Montserrat reserves the right to reject any or all tenders. **The Government of Montserrat is not bound to state the reason for the rejection of any tender. The Tenderer shall bear the cost of preparing the tender.**

11. The Tenderer to whom the award is made will be required to enter into contractual agreement with the Government of Montserrat. This agreement will be of the form that is in the Tender Documents.
12. **Performance Agreement**
After Contract is awarded, the successful bidder will be required to sign a performance agreement clearly stipulating that the said works must start and be completed during the timeframe stated in the Contract. Failure to so execute the Contract shall be sufficient reason for the Contract Administrator to cancel the award without obligation or claim upon the Employer.
13. Should there be any doubt or obscurity as to the meaning of the Tender Documents, or as to anything to be done or not be done under the Contract or concerning these instructions, or any other matter or thing, Tenderers shall set forth in writing such doubts or obscurity and submit them to the Contract Administrator at williamsc@gov.ms not later than **Monday 30th April 2018**. These and any other outstanding matters will be answered no later than Friday, **4th May 2018**.
14. Tenderers are to fully complete all required forms within this document and submit the required information including the Form of Tender, Appendix, Bills of Quantities, Details of Contractors Experience, and Method Statement.
15. **Pricing**
Tenderers are to insert rates or prices against each item in the Bill of Quantities and where required in the contract. Items against which no rate or price is entered by the Tenderer will be deemed to be covered by the rates of prices set against other items in the Contract.
16. **Mistakes in Tenders**
Arithmetic errors discovered in the Tender will be dealt with as follows: The Tenderer will be given details of such errors and afforded an opportunity of accepting the Client's correction(s) or withdrawing his offer. If the Tenderer withdraws, the tender of the second most advantageous tenderer will be examined, and if necessary, this Tenderer will be given a similar opportunity.

17. **Compliance with Instructions:**

- i. No tender will be considered unless it complies with the conditions set out in these instructions.
- ii. All Addenda issued by the Contract Administrator prior to the date stated for the closing of Tenders shall be attached to and form part of the Tender.
- iii. The Government of Montserrat will not be responsible for any expenses or losses that may be incurred by any Tenderer in the preparation of his Tender.
- iv. The Tenderer shall be bound by his Tender except as provided for in Paragraph 15 of these instructions.

18. **Discrepancies in Specifications**

- i. Any ambiguity found in the specifications shall be called to the attention of the Contract Administrator prior to the date provided in paragraph 13 for clarification of tender queries.
- ii. Ambiguities will be clarified by the Contract Administrator by Addenda prior to accepting tenders, and one copy of each Addendum shall be submitted with the Tender. No consideration will be given to any claim by any tenderer that an ambiguity or question was settled verbally prior to submitting his Tender.
- iii. All information given to bidders other than by means of the tender documents or by Addenda as described above, is given informally and **shall not** be used as the basis of a claim.
- iv. To receive consideration, such questions shall be submitted in writing to the Contract Administrator so as to be received no later than the dates provided in paragraph 13.
- v. Decisions rendered by the Contract Administrator in response to questions received as above-provided will be arranged as Addenda and shall become a part of the Contract.

19. **Commencement of the Works**

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

20. **Scope Statement**

The proposed works embodying this contract comprises the deconstruction of one of five (5) steel/wooden building located on the Government Headquarters compound in Brades. It is the tenderers responsibility to familiarize themselves with the Structure/s to be deconstructed with all the required internal and external works.

21. **Technical Compliance**

All tenderers must satisfy the minimum criteria that they have previously successfully completed at least two (2) contracts of EC\$35,000 or greater. Proof may be in the form of a written submission with details of previous clients, addresses, nature and value of the construction/deconstruction undertaken. **Tenderers are asked to note that checks will be made to verify the accuracy of these submissions.** A tenderer will be deemed to be technically suitable to perform the contract if this requirement is met.

Tax

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

SCOPE of WORKS

Deconstruction of Steel/Wooden Building, Government Headquarters, Brades.

The following items are considered to be **WITHIN** the scope of proposed Deconstruction of the Steel/Wooden Buildings, Government Headquarters, Brades, Montserrat, as per the documents:-

- **Service Disconnection**
 - Disconnect all electrical and plumbing services to the building prior to deconstruction.
 - Cordon off site prior to deconstruction to ensure safety of the public.
 - Position at least two safety officers on site throughout the deconstruction process and removal of construction debris,

- **Superstructure (Deconstruction)**
 - Galvanize
 - Ceilings and all roofing material
 - Steel frame work
 - I Beams
 - Interior and Exterior walls
- **Substructure (Deconstruction)**
 - Remove flooring and all floor support
 - Remove walls and foundations

- **External Works**
 - Tidy-up of Site
 - Disposal of ALL Construction Debris to the official dumpsite at New Windward Landfill
 - Fill all excavated trenches, compact and make good.

TENDER DECLARATION:

- a) No person, other than the tenderer, has any interest in this tender or in the Contract proposed to be entered into.

- b) This tender is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a tender for the same work, and is in all respects fair and without collusion or fraud.

- c) The general matters stated in the said tender are in all respects true: The tenderer has carefully inspected the locality and site of the proposed works, as well as all the documents, form of tender, instruction to tenderers, specifications, general conditions, agreement and bond, and hereby accepts the same as part and parcel of this contract, and to hereby tender and offer to enter into a contract to do all the work, provide the labour and plant for deconstruction and removal of debris and site restoration mentioned, described or implied therein, to deconstruct, and remove the whole of the said works in conformity with the documents, conditions of contract, and specifications, to complete and deliver the whole of the works comprised in the contract, within the time stated in the Contract. The tenderer also agrees that this offer is to remain open to acceptance for a period of 90 calendar days from the date for the submission of tenders until receipt of written acceptance of the tender, or until the formal contract is executed by the successful tenderer.

Name of Tenderer:

Signature of Tenderer:

Address of Tenderer:

Date:.....

FORM OF TENDER

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

Dear Sir/Madam:

Re: Tender for the Deconstruction of Building No.1 – Old Ministry of Health Offices, Government Headquarters, Brades, Montserrat.

I/We the undersigned undertake to deconstruct and complete the above Works in accordance with the General Conditions of Contract and Specifications for the sum of:
EC\$.....
Words).....
.....

If my/our quotation is accepted, I/We undertake to commence the Works within 5 days from the date of receipt by me/us of the official order and complete the Works within 14 days from the date of receipt by me/us of the official order.

I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender. I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this tender.

Name.....

Signed.....

Name of firm (If Applicable)

Address.....
.....

Tel.#.....

Fax.#.....

Email Address:.....

Date.....

FORM OF TENDER

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

Dear Sir/Madam:

Re: Tender for the Deconstruction of Building No. 2 – Old Department of Administration Conference Room, Government Headquarters, Brades, Montserrat.

I/We the undersigned undertake to deconstruct and complete the above Works in accordance with the General Conditions of Contract and Specifications for the sum of:

EC\$.....
Words).....
.....

If my/our quotation is accepted, I/We undertake to commence the Works within 5 days from the date of receipt by me/us of the official order and complete the Works within 14 days from the date of receipt by me/us of the official order.

I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender. I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this tender.

Name.....

Signed.....

Name of firm (If Applicable)

Address.....
.....

Tel.#.....

Fax.#.....

Email Address:.....

Date.....

FORM OF TENDER

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

Dear Sir/Madam:

Re: Tender for the Deconstruction of Building No.3 – Old Treasury Building, Government Headquarters, Brades, Montserrat.

I/We the undersigned undertake to deconstruct and complete the above Works in accordance with the General Conditions of Contract and Specifications for the sum of:

EC\$.
Words).
.....
.....

If my/our quotation is accepted, I/We undertake to commence the Works within 5 days from the date of receipt by me/us of the official order and complete the Works within 14 days from the date of receipt by me/us of the official order.

I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender. I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this tender.

Name.....

Signed.....

Name of firm (If Applicable)

Address.....
.....

Tel.#.....

Fax.#.....

Email Address:.....

Date.....

FORM OF TENDER

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

Dear Sir/Madam:

**Re: Tender for the Deconstruction of Building No.4 – Old Ministry of Education Headquarters,
Government Headquarters, Brades, Montserrat.**

I/We the undersigned undertake to deconstruct and complete the above Works in accordance with the
General Conditions of Contract and Specifications for the sum of:

EC\$.....
Words).....
.....

If my/our quotation is accepted, I/We undertake to commence the Works within 5 days from the date
of receipt by me/us of the official order and complete the Works within 14 days from the date of
receipt by me/us of the official order.

I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this
tender. I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of
this tender.

Name.....

Signed.....

Name of firm (If Applicable)

Address.....
.....

Tel.#.....

Fax.#.....

Email Address:.....

Date.....

**MINISTRY OF FINANCE, GOVERNMENT HEADQUARTERS,
BRADES MONTSERRAT
TENDER DOCUMENT
CHECKLIST**

**Project Title: Deconstruction of Building No.1, Government Headquarters,
Brades, Montserrat**

Date scheme advertised: 17th April 2018

Tender Deadline Date: 9th May 2018

Tender Deadline Time: 12:00pm (midday)

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

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

Signed Form of Tender including Price

Completed Bills of Quantities

Tax Compliance Certificate

Signed Anti-Collusion Statement

Details of Contractor Experience

Tenderers Declaration

.....
Signed on Behalf of Contractor

.....
Date

**MINISTRY OF FINANCE, GOVERNMENT HEADQUARTERS,
BRADES MONTSERRAT
TENDER DOCUMENT
CHECKLIST**

**Project Title: Deconstruction of Building No.2, Government Headquarters,
Brades, Montserrat**

Date scheme advertised: 17^h April 2018

Tender Deadline Date: 9th May 2018

Tender Deadline Time: 12:00pm (midday)

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

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

Signed Form of Tender including Price

Completed Bills of Quantities

Tax Compliance Certificate

Signed Anti-Collusion Statement

Details of Contractor Experience

Tenderers Declaration

.....
Signed on Behalf of Contractor

.....
Date

**MINISTRY OF FINANCE, GOVERNMENT HEADQUARTERS,
BRADES MONTSERRAT
TENDER DOCUMENT
CHECKLIST**

**Project Title: Deconstruction of Building No.3, Government Headquarters,
Brades, Montserrat**

Date scheme advertised: 17th April 2018

Tender Deadline Date: 9th May 2018

Tender Deadline Time: 12:00pm (midday)

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

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

Signed Form of Tender including Price

Completed Bills of Quantities

Tax Compliance Certificate

Signed Anti-Collusion Statement

Details of Contractor Experience

Tenderers Declaration

.....
Signed on Behalf of Contractor

.....
Date

**MINISTRY OF FINANCE, GOVERNMENT HEADQUARTERS,
BRADES MONTSERRAT
TENDER DOCUMENT
CHECKLIST**

**Project Title: Deconstruction of Building No.4, Government Headquarters,
Brades, Montserrat**

Date scheme advertised: 17th April 2018

Tender Deadline Date: 9th May 2018

Tender Deadline Time: 12:00pm (midday)

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

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

Signed Form of Tender including Price

Completed Bills of Quantities

Tax Compliance Certificate

Signed Anti-Collusion Statement

Details of Contractor Experience

Tenderers Declaration

.....
Signed on Behalf of Contractor

.....
Date

Bills of Quantities

Tender for the Deconstruction of Building No.1, Government Headquarters, Brades, Montserrat.

Item	Description	Quantity	Units	Rate	Total
1	Contractor		days		
2	Carpenters		days		
3	Labourers		days		
4	Safety Personnel		days		
5	Backhoe		days		
6	Licensed Electrician	1	days		
7	Dump Truck		trips		
8	Compressor, Welder, Torches, Impact Drills	1	item		
9	Small Crane Truck		days		
10	Top Soil removal and levelling		yards		
11	Compacting Top Soil		days		
12	Contingency Cost	1			
13	Overall Cost of Deconstruction				\$

Name of Tenderer:

Signature of Tenderer:

Address of Tenderer:.....

Date:

Bills of Quantities

Tender for the Deconstruction of Building No.2, Government Headquarters, Brades, Montserrat.

Item	Description	Quantity	Units	Rate	Total
1	Contractor		days		
2	Carpenters		days		
3	Labourers		days		
4	Safety Personnel		days		
5	Backhoe		days		
6	Licensed Electrician	1	days		
7	Dump Truck		trips		
8	Compressor, Welder, Torches, Impact Drills	1	item		
9	Small Crane Truck		days		
10	Top Soil removal and levelling		yards		
11	Compacting Top Soil		days		
12	Contingency Cost	1			
13	Overall Cost of Deconstruction				\$

Name of Tenderer:

Signature of Tenderer:

Address of Tenderer:.....

Date:

Bills of Quantities

Tender for the Deconstruction of Building No.3, Government Headquarters, Brades, Montserrat.

Item	Description	Quantity	Units	Rate	Total
1	Contractor		days		
2	Carpenters		days		
3	Labourers		days		
4	Safety Personnel		days		
5	Backhoe		days		
6	Licensed Electrician	1	days		
7	Dump Truck		trips		
8	Compressor, Welder, Torches, Impact Drills	1	item		
9	Small Crane Truck		days		
10	Top Soil removal and levelling		yards		
11	Compacting Top Soil		days		
12	Contingency Cost	1			
13	Overall Cost of Deconstruction				\$

Name of Tenderer:

Signature of Tenderer:

Address of Tenderer:.....

Date:

Bills of Quantities

Tender for the Deconstruction of Building No.4, Government Headquarters, Brades, Montserrat.

Item	Description	Quantity	Units	Rate	Total
1	Contractor		days		
2	Carpenters		days		
3	Labourers		days		
4	Safety Personnel		days		
5	Backhoe		days		
6	Licensed Electrician	1	days		
7	Dump Truck		trips		
8	Compressor, Welder, Torches, Impact Drills	1	item		
9	Small Crane Truck		days		
10	Top Soil removal and levelling		yards		
11	Compacting Top Soil		days		
12	Contingency Cost	1			
13	Overall Cost of Deconstruction				\$

Name of Tenderer:

Signature of Tenderer:

Address of Tenderer:.....

Date:

AGREEMENT

between

GOVERNMENT OF MONTSERRAT

and

.....

1. This Agreement is made theday of.....2018 between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Director, Office of the Deputy Governor, Brades, Montserrat (hereinafter referred to as "**GOM**") of the one part andwhose address is.....acting herein and represented by(hereinafter referred to as the "Contractor") of the other part.

The **GoM** is desirous that certain building deconstruction works should be carried out at the Government Headquarters compound and the contractor has accepted and paid by the GoM the sum of

.....
.....(**\$.....**)

the amount the GoM has agreed to accept for the Contractor to carry out the works and benefit fully from the materials within the building according to the schedule and other documents which comprised the contract document.

2. This Agreement shall take effect from the..... and subject to prior termination as provided by this agreement shall continue for a period of days.

3. In this Agreement:

- a. "Agreement" means these General terms and Conditions in Schedule 1 together with the Signed Form of Tender, Priced Bill of Quantities, Specifications, Contract, tender circular addenda in Schedule 4 and any document incorporated into this agreement by reference;
- b. "**Contractor**" includes the **Contractor**, and his/its employees;
- c. "Deliverables" includes specifications and any component element of the Works;
- d. "Engineer" means a duly authorized representative of GOM who is also qualified and trained as a Civil Engineer
- e. "Works" means the works to be executed in accordance with this agreement as described in the documents.

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 Director, Office of the Deputy Governor, Brades, Montserrat (hereinafter referred to as the Administrator). The Administrator shall have final authority for acceptance or rejection of the **Contractor's** performance, and if unsatisfied, shall initiate the process for the Contractor remedy the deconstruction works to the satisfaction of GoM.

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. The Contractor shall deconstruct the building and clear the property of all materials and debris. The Contractor shall pay the Government of Montserrat, in the form of the Contract Sum or tendered price and shall be entitled to keep all materials resulting from the deconstruction of the building. All cost will be borne by the Contractor in carrying out the works.

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

BY

BY

Cheverlyn Williams-Kirnon (MRS)

Office of the Deputy Governor

Brades

Montserrat

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 deconstruction and disposal of all building materials derived from the deconstruction 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 stop the Contractor from carrying out further services and claim damages and compensation where possible.
- 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 three (3) months 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 documents and at all times and in every respect in compliance with the Building Codes of Montserrat and all the applicable laws.
- (c) The **Contractor** shall respond to any reasonable query from **GOM** regarding the quality and quantity of materials procured by him/it for use in the Works and deliverables and shall provide **GOM** with satisfactory evidence of his/its compliance with the agreed specifications periodically/monthly/quarterly during the deconstruction of the Works and within Seven days of completion.
- (d) **The Contractor** shall procure and supply all materials required and described in the priced Bill of Quantities, specifications, tender circular, addenda and contract and shall ensure that those materials are used in deconstruction of the Works and provision of the deliverables.
- VIII. The **Contractor** agrees to undertake and complete deconstruction works to the said building, porch, walkway and all Works described in the Specifications, 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 anyone suffering damage to their equipment or property, or accidents suffered by their employees, agents or third parties, resulting from the Contractor's actions.
- X. The **Contractor** shall produce such evidence as **GOM** may reasonably require that the insurances referred to in the form of tender have been taken out and are in force from commencement of works until project completion.

- XI. The **Contractor** shall ensure that suitable systems for controlling traffic and pedestrian movements are discussed with the Traffic Commissioner and implemented during its operations to minimize any delays to road users.
- XII. The parties agree that a warranty period of 3 months is part of the agreement, during which time the **Contractor** bears full responsibility for the deconstruction of the building and restoration of the worksite, execution maintenance of the works and any repair or correction which becomes necessary due to the failure and incorrect performance of the Contractor.
- XIII. The **Contractor** shall notify **GOM** in writing of his/its completion of the Works. The Deconstruction/Site supervisor shall certify the date when in his opinion, the Works have reached practical completion. This date shall be the date of commencement of the warranty period.
- XIV. The **Contractor** shall pay to **GOM** a penalty of 1% of the contract price a day, for every day the completion of the Works is overdue.
- XV. The parties agree that a dispute relating to the agreement shall be determined by a Mediator. Any party may request that a Mediator be appointed. The parties shall try to agree a single Mediator by whom the matter shall be determined. The Mediator once appointed shall specify a reasonable time and date for submissions, and information by each party. The parties shall cooperate with the Mediator and with such enquiries that he/she may deem necessary. No confidential information supplied to the Mediator shall be disclosed to any third party. The Mediator may set out his/her own procedure and be entitled to award financial damages or to order the performance or prohibition of any act as he/she deems fit. In the event agreement cannot be reached clause 23 condition of contract shall apply.
- XVI. a) The **Contractor** shall receive one complete original 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.
- XVII. a) If, before the date for practical completion, the **Contractor** shall make a default in any one or more of the following respects:
(i) Without reasonable cause he/it wholly or substantially suspends the carrying out of the Works, or
(ii) He/it fails to proceed regularly or diligently with the Works, or
(iii) He/it refuses or neglects to comply with a written notice/instruction given by the Construction/Site supervisor and by such refusal or neglect the works are materially and adversely affected.

The Construction/Site supervisor may give to the **Contractor** a notice specifying the default or defaults.

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

- (c) **GOM** shall not issue a notice of termination unreasonably or vexatious.
 - (d) The Construction/Site supervisor shall determine the amount due to the **Contractor** which shall include loss, damage or expenses incurred by **GOM** as a direct consequence of the termination. A final payment certificate will be prepared by the Construction/Site supervisor.
 - (e) If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more:
 - (i) Force majeure, or
 - (ii) The deconstruction/Site supervisor's instruction to the **Contractor** or **GOM** may upon expiry of the period of the suspension give notice to the other party that unless suspension is terminated within 7days after the receipt of such notice, **GOM** shall pay to the **Contractor** the total value of the Works properly executed at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.
 - (f) A party shall not issue a notice of termination unreasonably or veraciously.
- XIII. The deconstruction/Site supervisor may issue instructions on behalf of **GOM**, with regard to the postponement of any or all the Works to be executed under this contract.
- XIX. 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.
- XX. 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.
- XXI. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.
- XXII. (a) Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.
- (b) A party that is delayed in meeting or that fails to perform its obligation under this agreement because of Force Majeure, shall have no liability to the other for such delay or failure to perform. Both parties shall use reasonable endeavors to mitigate as far as possible, the effects of the Force Majeure event.

(c) If one party is prevented from or delayed in performing its obligations under this agreement as a result of Force Majeure, the other party shall be released to the equivalent extent from its obligation in relation to that particular Force Majeure event.

XXIII. 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:
- (ii) **Cheverlyn Williams-Kirnon (MRS)**
Office of the deputy Governor
Brades
Montserrat
Fax: 664-491-6234
Email: admin@gov.ms

(iii) 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.

Services/Deliverables	Timelines	Fees
Contract Execution and completion		

SCHEDULE 3

Obligations of each party under this agreement

Contractors Obligations:	GOM's obligations:
<ul style="list-style-type: none"> • Labour, Plant and Equipment, Deconstruct Building and remove materials from site ensuring that site is made good upon completion. 	<ul style="list-style-type: none"> • Make the site available to the Contractor to carry out deconstruction works.
<ul style="list-style-type: none"> • The contractor shall abide by all the rules, ordinances or regulations governing the execution of the work. 	<ul style="list-style-type: none"> • The Employer shall forward all instructions to the Contractor in a timely manner.
	<ul style="list-style-type: none"> • The Employer shall pay the Contractor in accordance with Schedule 2 and the Tender documents.

SCHEDULE 4

List all documents making up the Contract

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

GENERAL SPECIFICATIONS

GENERAL SPECIFICATION FOR MATERIALS AND WORKMANSHIP

1.0 THE WORKS GENERALLY

1.01 Materials and Workmanship

All materials and workmanship shall be in accordance with current good practice and shall be fit for their purpose.

1.02 British Standards

BS references in this specification are to current British Standard Specifications.

1.03 Inspections

Give notices in respect of any work that must be inspected before covering up and do not cover up until inspections have been carried out. Such work includes pipe work, drains and structural elements, e.g., foundations, ground slab and reinforcement for concrete.

1.04 Scaffolds

Properly constructed scaffolds shall be provided for all work that cannot be done safely by workmen standing on permanent or solid construction, except when such work can be done safely on ladders. All such scaffolds shall be substantially constructed, to support at least four times the maximum load and shall be secured to prevent swaying.

Roof brackets, roof scantling, crawling boards and similar forms of support shall be substantial in construction and securely fastened in place when in use.

Planks used in the construction of stationary scaffolds shall not be less than 2" nominal thickness. Where such planks overlap at the ends, the overlap shall be not less than 6". Planks shall be placed so that they cannot tip under the weight of the worker at any point.

Nails used in construction of scaffolds shall be of ample size and length to carry loads they are intended to support and all nails shall be driven full length. No nails shall be subject to direct pull.

Barrels, boxes or other similar unstable objects shall not be used as supports for planking intended as scaffolds or places of work. No materials or equipment other than required (for present use) by the workers shall be placed on scaffold platforms.

EVALUATION OF TENDER

Evaluation Criteria

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

Criteria Description	Weight (%)
Administrative Compliance	Pass/Fail
Price	60
Technical Compliance & Tenderer's Experience	40

Tenderers that fail to meet the technical and administrative compliance would be rejected and their price submission not considered for award.

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. In addition, they need to fully complete the Bill of Quantities provided. 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. Also the bidder needs to complete the Tenderer's Declaration. This fulfills The Administrative Compliance which is Pass/Fail. 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.

Price (60%)

Tenderers must complete the Form of Tender and the Bill of Quantities and return them with their tender submission. The tendered price is a significant factor and the Government of Montserrat will seek to ensure that works are undertaken at the most economically advantageous price. Government of Montserrat is not bound to accept the lowest or any tender. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenders.

Technical Compliance & Experience (40%)

Adherence to technical specification is paramount. Prospective tenderers need to provide details of at least 2 previous contracts completed within the past 5 years with a value of a minimum \$35,000 for material and labour and \$14,000 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

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

Building No.1 –Old Ministry of Health Headquarters



Building No.2 – Old Department of Administration Conference Room



Building No.3 – Old Treasury Building



Building No.4 – Old Ministry of Education Headquarters

