



FINANCIAL SERVICES COMMISSION

Financial Services Commission Building – Little Bay

Architectural Design

Request for Proposal (RFP) FOR DESIGN AND COSTING SERVICES

SUMMARY:

Work includes the provision of conceptual design, detailed design, tender ready documents and costing services for a Three (3) storey Building for the Financial Services Commission, at Little Bay, Montserrat.

REFERENCE NUMBER:	20180905FSC
CLOSING DATE:	Wednesday, 9 January 2019
CLOSING TIME:	12:00 Noon Local Time
DATE ISSUED:	Monday, 5 November 2018

**FINANCIAL SERVICES COMMISSION, VALLEY VIEW BUILDING - P.O. BOX 188-BRADES, MSR1110
MONTSERRAT - WEST INDIES**

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Architectural/Engineering Services for the Proposed Financial Services Commission Building- Little Bay

Statement of requirements

Introduction

The Office of the Financial Services Commission is inviting prospective Architects to submit Design and Financial proposals, for the opportunity to design a “modern, state of the art building” and prepare the construction documents for a three-storey structure in Little Bay Montserrat, to house the following:

- The Financial Services Commission
- The Office of the Auditor General and;
- The Financial Crime and Analysis Unit (FCAU).

This document outlines the programmatic, budgetary, functional and aesthetic requirements which will be used in order to select the Architectural entity to design the project. The entity will be selected using an open invitation to tender to architects resident on Montserrat or abroad.

The Financial Services Commission: *The Financial Services Commission* (“the Commission”) is an independent statutory body established in 2001 as a single regulatory body in Montserrat and which continues to regulate and supervise financial service providers including offshore banks, insurance companies, company managers and money service businesses in accordance with the powers provided in the Financial Services Commission Act, 2008 and their industry enactments. The Commission also administers the functions of the Companies Registry, Intellectual Property Registries and Business Registry and Friendly Societies Registry under the terms of a service level agreement.

The Commission houses the records of legal entities registered under the Companies Act, the records the proprietors of trademarks and patents registered under their respective enactments, and the records of registries of friendly societies and business names. The construction of the building is required to be secure and meet the needs of the occupants of the building.

The Office of the Auditor General

The purpose of the Office of the Auditor General is to help the Government of Montserrat (GoM) make good use of its resources. To promote accountability, transparency and improved stewardship in managing public resources by conducting independent and objective reviews of the accounts and operations of the Government of Montserrat and statutory agencies; providing advice; and submitting timely reports to Accounting Officers and the Legislative Council.

The Department is headed by the Auditor General. The Auditor General’s primary functions include, management of the department resources, conducting audit investigations, reporting findings – through submission of inspection reports – to Accounting Officers/Heads of Departments and the Legislative Council, and forming an opinion on the financial statements presented by the Government, quasi-governmental agencies, statutory corporations, boards, commissions and bodies, etc. The Office of the Auditor General will be one of the anchor tenants, so their space has to function and operate independently of the other tenants from both a spatial, security and also from the perspective of utility consumption (electrical, water and HVAC).

The Financial Crime and Analysis Unit (FCAU)

The Financial Crime and Analysis Unit (FCAU) is the designated arm of the Reporting Authority, the Financial Intelligence Unit of Montserrat responsible for receiving and disseminating information criminal activities and is at the forefront of preventing and detecting, investigating financial crimes. Financial crime is rapidly evolving to be one of the biggest challenges for Governments and financial institutions, and the

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impact extends well beyond monetary losses to reputation and brand, employee morale, business relations, as well as regulatory censure. The Financial Crime and Analysis Unit (FCAU) provides a holistic integrated approach to addressing the financial crimes risks and hereby protecting the Montserrat community by working in unison with other global institutions and organizations.

The FCAU team is structured to reflect the multidisciplinary financial crime task forces comprise of financial crimes professionals in, anti-money laundering, terrorist financing, fraud and anti-bribery/anti-corruption. The offices must be designed to facilitate the efficient coordination of these activities. The FCAU is the other anchor tenants so their space has to also function and operate independently of the tenants from both a spatial, security and consumption of utilities. Also, great care must be placed on the design, layout and location of this space, since sensitive investigative work will be a major function of this unit.

Background and process

The architectural design solution will be chosen by open tender. Architects who choose to enter the open tender process are asked to submit their proposal with the following documents:

1. Floor Plans
2. Sections
3. Elevations
4. External concept sketches
5. Internal concept sketches
6. Any other drawings, and narratives which articulates or enhance the design concept and intent

The sketches outlining general concepts for design for the building are to be delivered to:

The Commissioner
The Financial Services Commission
Valley View Building,
Brades,
Montserrat, MSR1110

Or

Submitted via the e-mail to: Dulcie James <fsccomr@candw.ms

Key Issues/Criteria

1. Creativity - Innovative, logical and efficient floor plan layout. Design solution which shows an excellent understanding of the internal workings of the Financial Services Commission and the requirements of the two (2) major tenants.:
 - The Financial Services Commission requires approximately 3318 sq/ft (inclusive of circulation)
 - The Office of the Auditor General requires approximately 3485 sq/ft (inclusive of circulation)
 - The Financial Crime and Analysis Unit requires approximately 1829 sq/ft (inclusive of circulation)

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2. Site Planning - Excellent use of the existing Site, taking advantage of the topography of the site
3. Aesthetics - “Modern and State of the Art” building sympathetic to the local environs and its Caribbean heritage.
4. Open floor plan offices designed for good communication between staff with designated offices for senior management
5. Accessibility - Excellent accessibility, especially for persons with disabilities.
6. Expansion and Growth potential – indicate how the future growth and need for additional space will be handled and managed.
7. Constructability – Building must be relatively easy to construct within the context of locally available technology and materials, with very low maintenance cost over the long term.
8. Hurricane Resistance – capable of withstanding at least a category 4 hurricane and remain functional throughout the hurricane without any down time.
9. Project Cost - Designed to fit into the actual project budget including fees and contingencies not exceeding EC\$ 4,500,000.
10. Code Compliance -The design meets all related Laws of Montserrat, the Construction standards of Montserrat and the OECS Building Code.
11. Energy Efficient Design – Proposal should minimize energy consumption and costs associated with long term maintenance; inclusive of, but not limited to:
 - HVAC
 - MEP
 - Site Planning and Landscaping

This design should meet either a ‘Pass’ in the Building Research Establishment Environmental Assessment Method (BREEM) Rating System or a LEED Certification in the USA or a Green Building Counsel Standard

The architect who is adjudged to have delivered the most advantageous and creative solutions that satisfies the criteria outlined in this document, will be invited to execute a contract to produce the full construction documents based on the conceptual design with modifications if necessary as directed by the project manager at no additional cost to the Financial Services Commission and provide the technical inspection services for the construction of the building by the contractor. This contractor will be selected later through a process of an open public tender.

1.0 INSTRUCTIONS FOR RESPONDING TO THIS REQUEST FOR PROPOSALS

1.1 Instructions for Responding to RFP

1.1.1 Responses should be delivered to:

**The Financial Services Commission
Valley View Building,
Brades,
Montserrat, MSR1110**

1.1.2 For manual tender submissions, a two envelope system would be necessary for the valid submission of bids. 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 Commissioner, Financial Services Commission, 2nd Floor Valley View Building, Brades, Montserrat MSR1110. The name of the project should also be written on this inner envelope and should read, **“Tender for Providing Architectural and Engineering Services for the New Financial Services Commission Building, Little Bay, Montserrat”**. The name of the bidder should also be written on the inner envelope. The inner envelope completed as stated above would then be placed into an Outer Envelope. The outer envelope should be addressed to The Commissioner, Financial Services Commission, 2nd Floor Valley View Building, Brades, Montserrat MSR1110. The name of the project should also be written on this outer envelope and this should read, **“Tender for Providing Architectural and Engineering Services for the New Financial Services Commission Building, Little Bay, Montserrat”**. The outer envelope should bear no identification of the bidder. Bids are to be received no later than 12:00 p.m. on Wednesday, 9 January 2019. Please ensure that no additional marks are placed on the outer envelope.

Or

1.1.3 Electronic tender documents can be requested and submitted via e-mail to Mrs. Dulcie James, Commissioner at email: fsccomr@candw.ms. Electronic tender documents can also be accessed and submitted via the **Mytender Portal** at <https://www.mytenders.co.uk/>. Closing Date and Time: Proposals must be received not later than 12:00:00 hours Local Time on Wednesday, 9 January 2019.

1.1.4 Tenderers submitted by hand, shall **submit one printed copy and one (1) electronic copy on a USB stick** to the Financial Services Commission as noted in Item 1.1.1 above. Mark one (1) printed copy as ‘original’ and all others as ‘copy’. Electronic RFP responses are to be in PDF (.pdf) format only and all components shall be formatted and combined into **one file** on the USB stick. In the event that there is a discrepancy between the original printed copy and the electronic version, the original printed document will prevail.

1.1.5 RFP Contact Person:

a) For clarification or additional information, Tenderers shall **only** contact the person listed below;

Mrs. Dulcie James
Commissioner
Financial Services Commission
Valley View Building
P.O. Box 188, Brades, MSR1110
Montserrat - West Indies
Email: fsccomr@candw.ms

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- b) See Section 2.0, item 2.6 below for additional information, for the submission of questions or request for clarifications.
- 1.1.6** The Financial Services Commission may in its sole discretion disqualify responses that do not meet the formatting and other criteria set out in Section 4.0 of this RFP.
- 1.1.7** Responses must be in English.
- 1.1.8** Pricing submissions shall be stated in Eastern Caribbean Dollars (EC\$)
- 1.1.9** Each Tenderer is solely responsible for ensuring that its response is received at the specified address by the specified closing date and time.
- 1.1.10** Strict adherence to the closing date and time will be maintained, and unless the deadline date is extended by issue of Addendum, all responses received after this time and date will be returned unopened.
- 1.1.11** The Employer is not bound to accept the lowest Bidder and has the right to accept and reject any bid offers.

END OF SECTION 1.0

2.0 GENERAL CONDITIONS OF RESPONSE

2.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

- 2.1.1** The Financial Services Commission is issuing this Request for Proposal (RFP) to select a design firm to provide services to complete conceptual designs, detail designs, tender ready documents and costing services for the Proposed Office Building.
- 2.1.2** The Financial Services Commission reserves the right to modify the terms and conditions or cancel the RFP process at any time.

2.2 SUBMISSION OF RESPONSE TO THE RFP

- 2.2.1** By submitting a response to this RFP, each Tenderer accepts its terms and conditions. In addition, by submitting its response each Tenderer waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might adversely affect the rights of the Financial Services Commission under this RFP.
- 2.2.2** Each Tenderer shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a “Conflicted Person”): (i) any employee of the Financial Services Commission; (ii) any member of the Financial Services Commission; (iii) any board or committee member; (iv) any family member of any such employee, or board/committee member; or (v) any business entity controlled by or otherwise not at arm’s length to any one or more of any such employee, board/committee member or family member.
- 2.2.3** Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this RFP.
- 2.2.4** Disclosure of any such actual or potential conflict of interest shall be made in writing with the Tenderer’s response.
- 2.2.5** This RFP and any contracts subsequently entered into as a result hereof shall be governed by the laws of Montserrat applicable therein. The laws of Montserrat shall have exclusive jurisdiction over this RFP and any contracts entered into as a result hereof.
- 2.2.6** Proposal documents must be completed in accordance with the requirements of the Request for Proposal documents and no amendment or change to proposals will be accepted after the closing date and time.
- 2.2.7** All documents submitted by Tenderers in response to this RFP are to remain the property of the Financial Services Commission.
- 2.2.8** Proposals shall be irrevocable for sixty (60) days following the closing of the RFP and the proposals shall be retained by the Financial Services Commission.
- 2.2.9** Proposals shall be signed by an authorized signatory of the Tenderer using the Signature and Waiver Sheet in Section 5.0. If the Tenderer is an incorporated company, the corporate seal of the Tenderer shall be affixed or a certified true copy of a resolution of the corporation naming the person(s) in question as authorized to sign agreements on behalf of the corporation shall be attached to the proposal.
- 2.2.10** Tenderers who are sole proprietorships or partners shall sign their RFP response in such a way as to irrevocably bind the Tenderer in an authorized manner.

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2.3 NO COMMITMENT

- 2.3.1** No commitment on the part of the Financial Services Commission shall exist under this RFP unless and until the Tenderer receives official written confirmation from the Financial Services Commission that it has been selected to complete the work.

2.4 LIMITATION OF LIABILITY

- 2.4.1** The Financial Services Commission will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this RFP, the Tenderer's participation in this RFP process or the Financial Services Commission's acts or omissions in connection with the conduct of this RFP process. This limitation applies to all possible claims by a Tenderer, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Financial Services Commission of a duty of fairness or relating to a failure by the Financial Services Commission to comply with the terms set forth in this RFP.

2.5 ACCEPTANCE OR REJECTION

- 2.5.1** The Financial Services Commission reserves the right to reject any or all responses. Without limiting the generality of the foregoing, the Financial Services Commission may reject any response which it deems:

- (i) is incomplete, obscure, irregular, unrealistic or noncompliant;
- (ii) fails to complete, or provide any information required by, any provision of this RFP

- 2.5.2** Further, a response may be rejected on the basis of the Financial Services Commission's understanding of the Tenderer's past record of work, its general reputation, its financial capabilities, the completion schedule or a failure to comply with any applicable law.

- 2.5.3** The purpose of the Financial Services Commission is to obtain the most suitable responses to the Project and to further the interests of the Financial Services Commission and what it wishes to accomplish in carrying out the Project. Therefore, the Financial Services Commission has the right to waive any irregularity or insufficiency or noncompliance in any response submitted and to accept the response or responses which it deems most favourable to its interests or to reject all responses and cancel the RFP.

- 2.5.4** In addition to any rights identified elsewhere in this RFP, the Financial Services Commission reserves the right to:

- (i) reject any and all responses;
- (ii) add, delete or change the terms of this RFP at any time prior to the specified closing date and time;
- (iii) during the evaluation period, seek clarification of any Tenderer's response, including consequential amendments, or any additional information from any Tenderer;
- (iv) accept or reject, in whole or in part, any response without giving any reason;
- (v) have any documents submitted by the Tenderer reviewed and evaluated by any

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party, including independent Consultants;

- (vi) cancel the RFP process without penalty at any time for any reason; and
- (vii) negotiate and enter into an agreement with any Tenderer notwithstanding any noncompliance by the Tenderer's response with any requirement of this RFP.

2.5.5 The Financial Services Commission is the sole and final authority with respect to the selection of any Successful Tenderer as a result of this RFP process.

2.5.6 All Tenderers submitting a response to this RFP will be advised of the results of the RFP process by email or regular mail. Please allow at least four weeks for responses to be evaluated by the Financial Services Commission.

2.6 QUESTIONS AND CLARIFICATIONS

2.6.1 Procedural or technical questions shall be submitted in writing and should include references to a specific section and item number.

2.6.2 Dependent upon their nature, comments or answers will be returned via email or posted on the Financial Services Commission's website. This information will be available to all Tenderers. It is the sole responsibility of the Tenderer to check the Financial Services Commission's website for updates during the open tender process.

2.6.3 It is the Tenderer's responsibility to clarify the interpretation of any item of this RFP a minimum of 10 days prior to the stated closing date and time by contacting the Financial Services Commission's designate (as above).

2.7 DISCREPANCIES IN NUMBERS

2.7.1 In the event of a numerical discrepancy or error in a Proposal, the written number will prevail.

2.7.2 In the event of pricing extension errors, the unit price will apply.

2.8 CONFIDENTIALITY OF INFORMATION AND PROTECTION OF PRIVACY

2.8.1 All information including, without limitation, any technology of a proprietary or novel nature which is disclosed to a Tenderer by the Financial Services Commission or a third party as a representative of the Financial Services Commission (which information, in addition to the confidentiality requirements hereunder, will be kept confidential by the Tenderer in accordance with the terms of its disclosure by such third party) or which is otherwise obtained by the Tenderer in connection with this RFP process, other than that which is common knowledge or within the public domain, is the confidential property of the Financial Services Commission and must not be disclosed by the Tenderer, except to duly authorized representatives of the Financial Services Commission. Such confidential information or property is not to be employed other than in connection with responding to this RFP unless otherwise duly authorized by the Financial Services Commission in writing. These confidentiality provisions will remain binding obligations on each Tenderer following the conclusion of this RFP process until the Financial Services Commission reasonably determines that such confidential information referred to herein has become part of the public domain (other than by disclosure or use prohibited herein) and releases the Tenderer from its confidentiality obligation. This requirement does not prohibit any Tenderer from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction or to act to correct or report a situation which the

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Tenderer may reasonably believe to endanger the safety or welfare of the public.

- 2.8.2** The Financial Services Commission acknowledges that a Tenderer's response may contain information in the nature of a Tenderer's trade secrets or commercial, financial, labour relations, scientific or technical information of or about a Tenderer. The Financial Services Commission agrees that portions of responses to this RFP which are provided in confidence will be protected from disclosure to the extent permitted by law. Each Tenderer must identify appropriate parts of its response or other documents submitted to the Financial Services Commission as confidential and specify what harm could reasonably be expected from its disclosure; however, the Financial Services Commission may not be able to ensure that such parts will not be protected from access.
- 2.8.3** Tenderers are advised that the Financial Services Commission will, as necessary, be disclosing the responses on a confidential basis to its employees and advisors who have a need to know in connection with this RFP process for, among other things, the purpose of evaluating and participating in the evaluation of the responses. It is the responsibility of each Tenderer to ensure that all personal information provided to the Financial Services Commission with respect to the Tenderer's personnel and their experience is supplied with the informed consent of such individuals. By submitting any personal information each Tenderer represents and warrants that it has obtained the informed consent of the individuals who are the subject of such information to its collection, use and disclosure for purposes of this RFP response. Also, such individuals are agreeing to the use of such information as part of the RFP evaluation process, for any audit of the procurement process and for contract management and performance purposes.

2.9 COST OF PREPARATION

- 2.9.1** Any cost incurred by the Tenderer in the preparation of its response to this RFP shall be borne solely by the Tenderer.
- 2.9.2** Shortlisted candidates may be invited to participate in an interview, in person or by electronic means, e.g., telephone or Skype.

2.10 OWNERSHIP OF SUBMISSIONS

- 2.10.1** All responses submitted to the Financial Services Commission shall become the property of the Financial Services Commission and shall not be returned. They will be received and held in confidence by the Financial Services Commission. Unsuccessful Tenderer submissions will be kept as record for the procurement process until two years after the date of decision for the RFP award.

2.11 CLARIFICATION FROM TENDERERS

- 2.11.1** The Financial Services Commission reserves the right to seek from any/all Tenderers any further clarification it may require on responses submitted pursuant to this RFP.

2.12 TENDERER PERFORMANCE

- 2.12.1** The selected Tenderer's performance will be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Tenderer and the Financial Services Commission. The Financial Services Commission may also conduct periodic reviews/assessments of

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any selected Tenderer, taking into consideration, in addition to specific work related to the project undertaken by the Tenderer, ongoing Tenderer staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Tenderer, with the goal of immediate and permanent resolution where concerns have been raised. The Financial Services Commission reserves the right to remove from the roster any selected Tenderer who has been qualified by this RFP process by way of written notice if, in the sole discretion of the Financial Services Commission, based on any on-going or specific evaluation or assessment of the Tenderer or its performance of any work, it is deemed to be in the Financial Services Commission's best interests.

2.13 LENGTH OF AGREEMENT

2.13.1 The length of the agreement will exist from the date of letter of award to the Successful Tenderer. The project is to begin within two weeks of award and is expected to continue until a detailed design, cost estimate, tender ready documents and final accounts are completed. Final design approval is subject to approval by the Financial Services Commission, the Office of the Auditor General and the FACU.

2.14 FORM OF CONTRACT

2.14.1 The Financial Services Commission will be issuing a letter of award to the Successful Tenderer to deliver the work described within this Request for Proposal.

2.14.2 The contract to be executed between the Financial Services Commission and Successful Tenderer (Architect) as per Terms of reference (TOR) shown in the appendix F.

2.15 PROFESSIONAL SERVICES TERMS AND CONDITIONS

2.15.1 Agreements consist of any number of the following documents including all amendments incorporated in the documents before their execution and subsequent amendments made pursuant to the provisions of the Agreements:

- (i) Terms of Reference
- (ii) Request for Proposal
- (iii) Letter to Successful Tenderer
- (iv) Statement of Scope
- (v) Technical & Fee Proposal
- (vi) Letter of Award

2.15.2 The Financial Services Commission Terms of Reference (TOR) sets out the terms and conditions of consulting services. Firms who have not executed a TOR will be required to do so, prior to any award.

2.15.3 Any inconsistent or conflicting provisions contained within the documents forming the Agreement shall be resolved in the following order:

- (i) Letter of Award
- (ii) Terms of Reference (TOR)

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- (iii) Statement of Scope
- (iv) Technical & Fee Proposal
- (v) Request for Proposal

2.16 NON-ASSIGNMENT

2.16.1 Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Tenderer without the prior written consent of the Financial Services Commission. Such written consent however shall not under any circumstances relieve the Successful Tenderer of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Financial Services Commission.

2.17 PAYMENTS AND DEPOSITS

2.17.1 Invoices will be paid within 30 days from the approval date of the invoice and will be linked to the performance requirements.

2.18 INSURANCE AND WORKERS COMPENSATION

2.18.1 Mandatory Eligibility Requirements

- (a) As a mandatory eligibility requirement for response to this RFP: The Successful Tenderer shall carry at all times during the performance of the work Professional Indemnity Insurance not less EC\$1,000,000.00.

2.18.2 Responsibilities of Successful Tenderer

- (a) The Successful Tenderer shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply the Financial Services Commission with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior 30-day written notice to the Financial Services Commission.
- (b) The Successful Tenderer or their insurer will notify the Financial Services Commission at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Tenderer to the Financial Services Commission.

2.19 INDEMNIFICATION

2.19.1 The Successful Tenderer agrees to indemnify and save harmless the Financial Services Commission, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Tenderer functions arising from this contract except to the extent of the Financial Services Commission's gross negligence.

2.19.2 At no time will the Financial Services Commission be responsible for any injury sustained by the Successful Tenderer, their employees or any person on the Financial Services Commission's premises, nor will the Financial Services Commission be responsible for

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any loss, including loss of profits or damage caused to the goods of the Successful Tenderer, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Financial Services Commission's premises or site.

- 2.19.3** The Financial Services Commission shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Tenderer arising out of or in any way related to this RFP or subsequent contract.

2.20 DEBRIEFING

- 2.20.1** The Financial Services Commission will offer a debrief to unsuccessful Tenderers on request.

END OF SECTION 2.0

3.0 PROJECT OVERVIEW AND SCOPE

3.1 RFP DEFINITIONS

- 3.1.1 Owner** The Financial Services Commission
- 3.1.2 Tenderer** a firm, individual or company who or which intends to submit or submits a Proposal pursuant to this RFP.
- 3.1.3 Successful Tenderer** a firm, individual or company with whom the Financial Services Commission may decide to initially discuss contract arrangements based upon acceptance of the Tenderer's Proposal.
- 3.1.4 Service Provider** the Successful Tenderer to whom the Financial Services Commission issues a contract for design and costing services.

3.2 PROJECT DESCRIPTION/DESCRIPTION OF NEED

- 3.2.1** The project is to provide conceptual designs, detailed designs and tender ready documents in addition to the provision of costing estimate services to establish a future capital budget.

3.3 PROJECT SITE

- 3.3.1** The project site is located in Little Bay, Registration Section: St. Johns, Block 14/2, Parcel 39.

3.4 SCOPE OVERVIEW/SCOPE OF SERVICES

3.4.1 GENERAL SCOPE OF WORK

- (i) Work includes creating conceptual designs, detailed designs and tender ready documents combined with producing a project cost estimate by phases (if necessary).

3.4.2 DUTIES, RESPONSIBILITIES AND DELIVERABLES OF DESIGN AND COSTING SERVICES

- (i) Work includes working with design team to create conceptual designs for review and approval of the Project Manager and the Project Board of the Financial Services Commission. Based on the Project Manager's feedback produce a final design and complete detailed design for costing purposes. Complete a detailed costing estimate for the project. Complete a tender ready construction document for public issue.

3.4.3 OPTIONS OR EXTENSIONS

- (i) Work schedule is expected to be EIGHTEEN MONTHS but may be longer depending on input from the Project Manager and the Financial Services Commission.
- (ii) Technical inspection of the construction by the contractor

3.4.4 SERVICES NOT INCLUDED

- (i) Project management services are not included services.

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(ii)

3.5 ANTICIPATED PROJECT SCHEDULE

3.5.1 The project is to begin within two weeks of award and is expected to continue until a detailed design, cost estimate, tender ready documents and final accounts are completed. Final design is subject to approval by the Financial Services Commission.

END OF SECTION 3.0

4.0 RESPONSE REQUIREMENTS AND EVALUATION CRITERIA

4.1 FORMAT AND OUTLINE OF RESPONSES

- 4.1.1 Electronic RFP responses may be submitted on 8.5" x 11", 11"x 17" or 24"x36" size pages in PDF (.pdf) format only and all components shall be formatted and combined into one file that is inserted into the document as part of the submission. Graphic Scales and/or some overall dimensions on the Floor Plans is recommended.

4.2 PROPOSAL SUBMISSION REQUIREMENTS

- 4.2.1 Tenderers are requested to submit a proposal containing the following:

Mandatory Requirements

- (i) Signed signature and waiver sheet
- (ii) Insurance Requirements: Provide evidence from your insurance company confirming your ability to secure insurance as described in Section 2.20.
- (iii) Work Experience
 - A list of previous and related work experiences of a similar nature to the scope of works of this RFP to be limited to no more than five (5) examples with images over five (5) pages.
 - Work References
 - A list of previous customers including contact details for related work not to exceed one page.
- (iv) Price Proposal

4.3 EVALUATION PROCESS

- 4.3.1 Selection of the Successful Tenderer pursuant to this RFP will be made on the basis of the Tenderer's written response and other factors germane to the Financial Services Commission. The responses shall be evaluated based on the matrix shown below.

4.3.2

Evaluation Criteria	Evaluation
A. Design Response	45%
B. Project Team and Work Experience	25%
C. Price Proposal	30%

- 4.3.3 A submission will first be reviewed for compliance with the mandatory requirements of this RFP as listed above. A submission not complying with the criteria may be considered non-compliant and not receive further consideration.

4.4 CONFIDENTIALITY OF EVALUATION

- 4.4.1 Evaluation scores and rankings are confidential, and apart from identifying the top-ranked Tenderer, no details of the submission, score or ranking of any Tenderer will be released to any Tenderer.

Request for Proposal – Financial Services Commission

4.5 RFP SCHEDULE

4.5.1 The following schedule has been established for this RFP:

- (i) See schedule in letter of invitation

END OF SECTION 4.0

5.0 SIGNATURE AND WAIVER SHEET

5.1 SIGNATURE AND WAIVER SHEET

- 5.1.1** The Tenderer hereby acknowledges that prior to submitting a Proposal for this project, the Tenderer has obtained from The Financial Services Commission and thoroughly reviewed in order to be familiar with and certain as to all of the terms and conditions set out in the Request for Proposal documents and all amendments thereto which are incorporated by reference into the above-cited Proposal as follows:
- (i) Terms of Reference (TOR);
 - (ii) Affidavit Verifying Corporate Signing Authority (if a corporation); and
 - (iii) Affidavit of Execution Individual or Sole Proprietorship (if not a corporation).
- 5.1.2** The terms of this document are severable from one another, and the invalidity of any one or more paragraphs in this document, will not affect the validity of the other paragraphs.
- 5.1.3** The Tenderer hereby acknowledges it has thoroughly reviewed and understood all the terms and conditions of the Request for Proposal (“RFP”) which include those contained in the Instructions for Responding to this Request for Proposals, General Conditions of Response, all documents included by reference as set out in Paragraph 1, all drawings and specifications as may be listed in the Table of Contents and included in the Appendices (together the “Terms and Conditions”).
- 5.1.4** By signing this sheet, I confirm I have the full authority to represent the Tenderer in all matters relating to the Proposal, and I confirm that the Tenderer agrees to be bound by all the Terms and Conditions.

Request for Proposal – Financial Services Commission

Name of Business Entity	
Complete Address:	
Phone	Mobile Phone
Fax	Email
Website	
Tenderer Signature	Affix Corporate Seal:
Title	
Printed Name	
Date	

Note: A seal is a preferred element of the signing of a submission. However, if the corporation or other legal entity making the submission does not have a seal or if it is not available, the corporation or entity should provide reasonable documentation to confirm the printed name and position of the person or persons signing, as well as to confirm that such person or persons signing on behalf of the entity has or have authority to bind the entity. Without limiting the preceding paragraph but for further clarity, if the corporation or other legal entity does not have a seal or if it is not available:

6.0 APPENDIX A – PROPOSED FIXED PRICE FORM

Date: _____

I/we, _____

(Company Name)

of _____

(Business Address)

I/we have carefully examined all documents prepared for this contract; and hereby offer to furnish all labour, materials, and services for the proper execution and completion of the entire scope of work for Providing Architectural and Engineering Services for the New Financial Services Commission Building, Little Bay, Montserrat including all addenda thereto which are acknowledged hereinafter for the above project for the fixed price indicated as follows:

Total proposed fixed price :

_____ EC\$ Dollars (\$ _____)

I/we acknowledge receipt of the following Addenda and have included for the requirements thereof in my/our RFP response: Addendum # _____ to _____.

(Signature)

7.0 APPENDIX B – HOURLY RATES

Date: _____

I/we, _____

(Company Name)

of _____

(Business Address)

Provide proposed hourly rates:

Position Title	Rate Per Hour (in EC \$)

I/we acknowledge receipt of the following Addenda and have included for the requirements thereof in my/our RFP response: Addendum # _____ to _____.

(Signature)

8.0 APPENDIX C – PROFESSIONAL FEES

Profession Fee Summary	Bid Package #1 Overall Building Shell Design & FSC & CIP Tenant Improvements
Architectural	
Structural Engineering	
Mechanical Engineering	
Electrical Engineering	
Civil Engineering	
Quantity Surveying	
Technical Inspection of Construction	
Total Architectural/Engineering Fees	

Reimbursable Expenses	
Total Architectural/Engineering Fees	

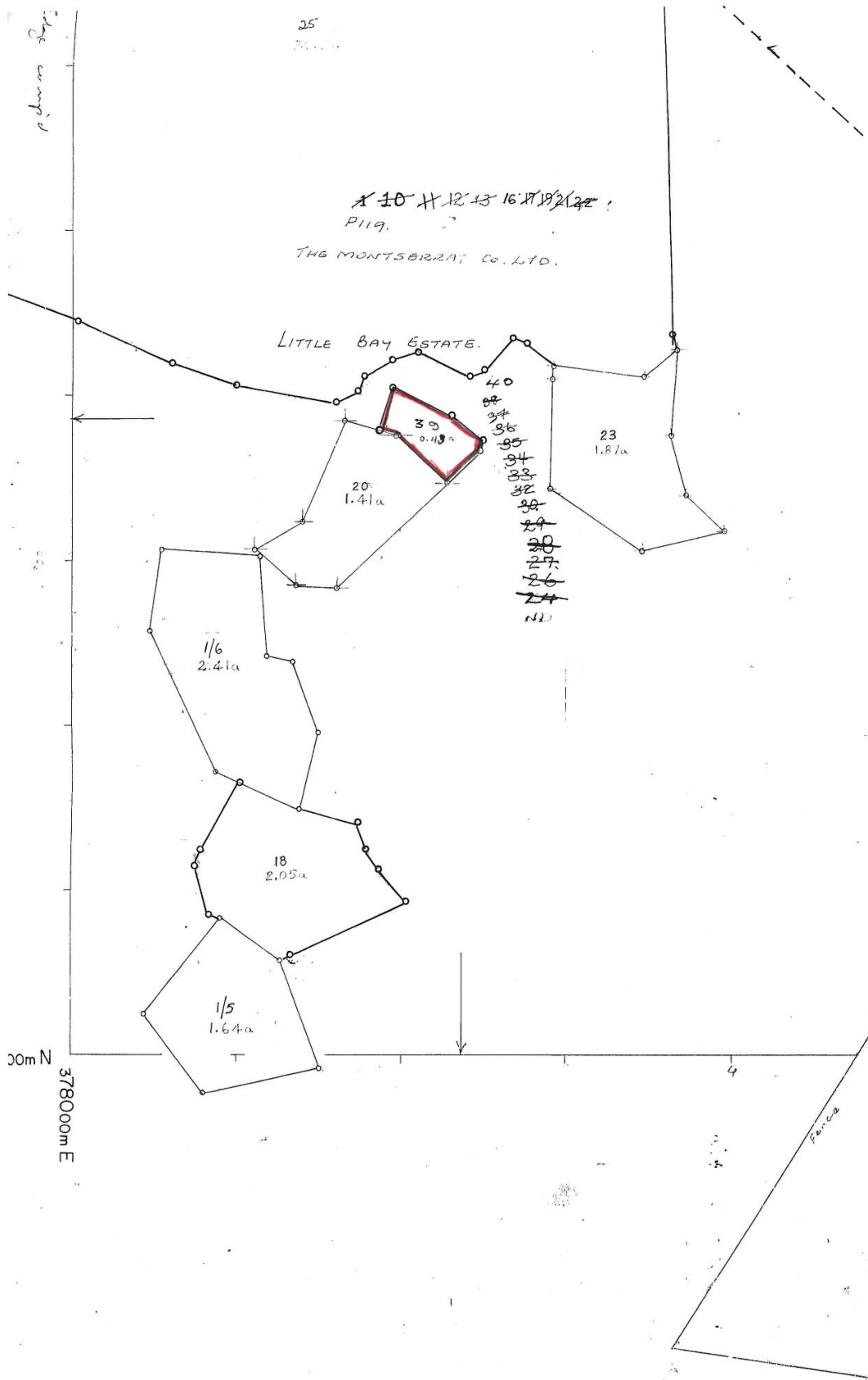
9.0 APPENDIX D – PLOT PLAN

Request for Proposal – Financial Services Commission

<p>Registration Section ST. JOHNS</p> <p>Block 14/2 Parcel 39</p>	<p>Filed Plan No. Filed</p> <p>Registrar of Lands</p>	
<p><u>LOCATION - LITTLE BAY</u></p> <p><u>Area - 1761m² or 18953 sq ft or 0.4351 acres.</u></p>		
<p><u>FIELD NOTES</u></p> <p>1P54 - 1P61 44° 25' 30.20M 1P60 357° 24' 5.33M 1P59 306° 48' 24.50M 1P58 297° 00' 37.94M 1P57 197° 07' 27.93M 1P53 105° 34' 10.40M 1P54 133° 42' 42.50M</p> <p style="text-align: right;">IP-IRON PEG (in conc) SCALE 1:2500</p>		
<p>Surveyed by me in accordance with the provisions of the land Surveyors' Ordinance 1975.</p> <p style="text-align: right;"><i>George Skerrett</i></p> <p>Date 20/3/2015 Licensed Surveyor</p>	<p>Approved</p> <p style="text-align: center;"><i>Don Atis</i></p> <p>Chief Surveyor</p> <p>Date 1st April 2016</p>	<p>I, Chief Surveyor of the Territory of Montserrat. Do HEREBY CERTIFY that this is a true copy of the filed plan of:</p> <p style="text-align: center;">Parcel in Block in the Registration Section</p> <p>Date Chief Surveyor</p>

MY 548852

Request for Proposal – Financial Services Commission



10.0 APPENDIX E – SCHEDULE OF ACCOMMODATIONS

Request for Proposal – Financial Services Commission

ID	DEPARTMENT	Type	PROGRAM			COMMENTS
			Persons	NSF	Total NSF	
1		Type	Persons	NSF	Total NSF	
2	FINANCIAL SERVICES COMMISSION					
3						
4	Lobby/Reception	O	6	35	210	
5	Commissioner's Offices with Restroom	P	1	185	185	
6	Office Space (Including circulation)	O	12	100	1200	Open floor plan to accommodate persons
7	Conference	P	16		300	For use by all Tenants on a rotation basis - may be located on a different floor if more convenient Floor
8	Library/training room/Security		10	50	200	
9	Restrooms - Male	P	1	60	60	
10	Restrooms - Female	P	1	75	75	
11	Kitchenette & Lunch Area	O			170	
12	Cleaner's Closet & Utility	P			25	
13	Paper Filing for FSC	P			150	
14	Filing Room - Paper Filing for I.P & Companies, FSC Records	P			150	
15	Server Room/Communication closets	P			20	
16	Electrical Room	P			20	
17	Data Room (Telephone, data distribution)				20	
18	Mechanical Room Allocation (HVAC)	P			100	May be located on a different floor if more convenient Floor
19	Subtotal NSF FSC				2885	
20	15% Circulation Subtotal				433	
21	FSC NOSF				3318	
22						

Request for Proposal – Financial Services Commission

23	AUDIT					
24	Lobby/Reception	O	6	400	400	
25	Auditors General's Senior Offices	P	1	200	200	
26	Deputy Auditor	P	1	125	125	
27	Open Works Space	WS	16	90	1440	
28	Restrooms - Male	O	1	50	50	
29	Restrooms - Female	P	1	75	75	
30	Kitchenette & Lunch Area	O	6	25	150	
31	Cleaner's Closet & Utility	P			20	
32	Filing Room	P			200	
33	Library Space	P			200	
34	Electrical Room	P			20	
35	Server Room/Communication closets	P			50	
36	Mechanical Room Allocation (HVAC)	P			100	May be located on a different floor if more convenient Floor
37	Subtotal NSF Audit				3030	
38	15% Circulation Subtotal				455	
39	AUDIT NOSF				3485	
40						
41						
42	FINANCIAL CRIME AND ANALYSIS UNIT (FCAU)					
43	Senior Officer Offices	P	2	120	240	
44	Junior Officers Offices/Work Areas		7	90	630	
45	Interview Rooms	P	2	130	260	
46	Store Room	P	1	100	100	
47	Restrooms - Male	P	1	50	50	
48	Restrooms - Female	P	1	50	50	
49	Kitchenette with dining area	O	1		100	
50	Cleaner's Closet	P			20	
51	Server Room/Communication closets	P		50	20	
52	Electrical Room	P			20	
53	Mechanical Room Allocation (HVAC)	P			100	May be located on a different floor if more convenient Floor
54	Subtotal FCAU NOSF				1590	
55	15% Circulation Subtotal				239	
56	FCAU NOSF				1829	
57						

Request for Proposal – Financial Services Commission

	TOTAL NOSF				8623	
67	SITE PLANNING					
68	Parking Spaces		30			30 parking spaces
69	Emergency Generator					
70	Mechanical Equipment					
71	Terraces					
72	Walkways					
75						
	Key: P-Private O-Open WS-Workstation					
	NSF - Net square Footage					
	NOSF - Net occupiable Square Footage					
	GSF - Gross Square Footage					

11.0 APPENDIX F – TERMS OF REFERENCE

**TERMS OF REFERENCE FOR ARCHITECTURAL
SERVICES (TOR)**

THIS AGREEMENT made the _____ of _____ **2018**, between the Financial Services Commission of the one part and _____ **of** **and** whose registered office is situate _____ (hereinafter called the Architect) of the other part.

WITNESSETH as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 1.1.1 "Owner" means the Financial Services Commission and includes its duly authorised representative or representatives;
- 1.1.2 "Landlord" means the Financial Services Commission
- 1.1.3 "Tenant" means any of the Entities, companies or organizations that may lease out an area, space or floor and pays rent to its owner.
- 1.1.4 "Tenant Improvements" mean any of the customized alterations a building owner or tenant makes to rental space as part of a lease agreement, in order to configure the space for the needs of that particular tenant.
- 1.1.5 "Construction Drawings" means drawings prepared by the Architect in sufficient detail to enable the Works to be constructed by contract or direct labour;
- 1.1.6 "Architect " means the person, firm or company appointed by the Owner to act as Architect for the purposes of the Contract and shall perform the works as outlined in the Terms of Reference for Architectural Services.
- 1.1.7 "Contractor" means any person or persons, firm or company under contract to the Financial Services Commission or to a main contractor to perform works and/or supply goods and/or services in connection with the Works;
- 1.1.8 "Eastern Caribbean Dollars" or "XCD" means the currency which is for the time being general legal tender in Montserrat;
- 1.1.9 "EIA" means Environmental Impact Assessment;
- 1.1.10 "Government" means the Government of Montserrat;
- 1.1.11 "Project Manager" means the person who represents the Financial Services Commission and is responsible for the day-to-day management and supervision of the Works on behalf of the Financial Services Commission;
- 1.1.12 "Services" means the services under this Agreement; and
- 1.1.13 "Works" means the works described in Schedule 1.

1.2 Unless otherwise stated, references to clauses and schedules are to clauses of, and schedules to,

this Agreement.

2.0 RELATIONSHIP BETWEEN FINANCIAL SERVICES COMMISSION AND ARCHITECT

- 2.1 Nothing herein contained shall be construed as establishing or creating a relationship of master and servant or principal and agent, it being agreed that the position of the Architect and of anyone else performing the Services is that of an independent contractor.
- 2.2 The Financial Services Commission shall not be responsible for any loss or damage suffered by the Architect or any servants or agents of the Architect or by anyone else performing the Services in carrying out the Services.

3.0 APPOINTMENT AND DURATION OF ENGAGEMENT

- 3.1 The Financial Services Commission appoints the Architect and the Architect accepts the appointment, to provide the services for the Financial Services Commission on the terms and conditions hereinafter set forth.
- 3.2 The appointment of the Architect shall commence from the date of this Agreement or from the time when the Architect shall have begun to perform for the Financial Services Commission any of the services mentioned and referred to in Clause 6.0, whichever is the earlier.
- 3.3 The Architect shall not, without the written consent of the Financial Services Commission, assign the benefit or in any way transfer the obligations of this Agreement or any part thereof.
- 3.4 If at any time the Financial Services Commission decides to postpone or abandon the Works or any part thereof, the Financial Services Commission may by notice in writing to the Architect terminate the Architect's appointment under this Agreement with respect to such Works, provided that the Financial Services Commission, when the Works or any part thereof is to be postponed, in lieu of so terminating the Architect's appointment, may require the Architect in writing to suspend the carrying out of the Services for the time being.
- 3.5 If the Financial Services Commission shall not have required the Architect to resume the performance of the Services in respect of any postponed work within a period of twelve (12) months from the date of the Financial Services Commission's requirement to the Architect to suspend the carrying out of such Services, such work shall be considered to have been abandoned and the Architect's appointment shall be considered terminated.
- 3.6 In the event of the failure of the Financial Services Commission to comply with any of its obligations under this Agreement or upon the occurrence of any circumstances beyond the control of the Architect which result in delay for a period of more than twelve (12) months or prevent or unreasonably impede the carrying out by the Architect of any part of the Services, the Architect may, upon not less than sixty (60) days' notice in writing to the Financial Services Commission terminate the appointment under this Agreement, provided that in lieu of so terminating the appointment, the Architect may:
 - (a) by notice in writing to the Financial Services Commission suspend the carrying out of the Services for a period of sixty (60) days (provided that the Architect shall as soon as practicable inform the Financial Services Commission in writing of the reasons therefor); and
 - (b) at the expiry of such period of suspension either resume performance of the Services or, if any of the reasons for the suspension then remain, by notice in writing to the

Financial Services Commission terminate the appointment under this Agreement.

- 3.7 The Architect shall, upon receipt of any notice or requirement in writing in accordance with Clause 3.4 or upon the termination by the Architect of the Architect's appointment in pursuance of Clause 3.6 proceed in an orderly manner and with all reasonable speed and economy to take such steps as are necessary to bring the Services to an end.
- 3.8 The Financial Services Commission may by notice summarily terminate the appointment of the Architect in the event of the failure of the Architect to comply with any of the Architect 's obligations under this Agreement of which the Architect has twenty-one (21) days' notice in writing from the Financial Services Commission.
- 3.9 The Financial Services Commission may, before the expiration of any phase of the Services, terminate this Agreement at the end of such phase by giving the Architect one (1) month's notice in writing.
- 3.10 Unless previously terminated under this Clause, the Architect's appointment under this Agreement shall terminate when a project completion report for the Works, acceptable to the Financial Services Commission, shall have been furnished to the Financial Services Commission.
- 3.11 The termination of the Architect's appointment shall not prejudice or affect the accrued rights or claims of either party to this Agreement.

4.0 OWNERSHIP OF DOCUMENTS AND OTHER MATERIAL

- 4.1 Except as hereinafter provided, the copyright in all documents prepared by the Architect in connection with this Agreement rests with the Architect.
- 4.2 The Financial Services Commission and the Government of Montserrat shall be entitled to make use of the aforementioned documents for completing, repairing or extending the Works and to publish photographs or other visual reproductions and illustrations relating to the Works.
- 4.3 The Architect may, with the written consent of the Financial Services Commission, publish alone or in conjunction with any other person any articles, photographs or other illustrations relating to the Works.

5.0 OBLIGATIONS OF ARCHITECT

- 5.1 Unless the Architect shall have already commenced the Services, the Architect shall commence the Services not later than fourteen (14) days after receipt of a notice by the Financial Services Commission to proceed with the Services.
- 5.2 The Architect shall be responsible for the accuracy and suitability of the final design and specifications for the Works and shall exercise all reasonable skill, care and diligence in the discharge of the Services.
- 5.3 The Architect shall indemnify the Financial Services Commission against all claims against the Financial Services Commission as a result of any faulty design, errors or omissions made by the Architect in carrying out any of the Services.

6.0 SCOPE OF BASIC SERVICES

- 6.1 The Architect shall provide the basic professional services for the Works outlined in Schedule 2.
- 6.2 In executing the Services, the Architect shall at all appropriate times consult with the relevant staff of the Financial Services Commission, and the Project Manager. To facilitate participation of all the stakeholders, the Architect shall provide a copy of the Preliminary Designs, the Final Designs, including the Practical Completion Report and the Final Completion Report to the Financial Services Commission, the Project Manager, and any other entity or official designated by the Financial Services Commission. The form and format of such reports will be as agreed with the Financial Services Commission and the Project Manager.

7.0 COMMENCEMENT AND COMPLETION OF BASIC SERVICES

7.1 Basic Design Services

- 7.1.1 The Architect shall, on receipt of the notice to commence the Services pursuant to Clause 5.1, commence the design services and shall within **four (4) weeks** thereafter deliver to the Financial Services Commission and the Project Manager respectively, two (2) copies of the Preliminary Designs applicable to the Works with a work schedule. Electronic versions of these documents shall be provided to the Financial Services Commission and the Project Manager.
- 7.1.2 The Architect shall within **twelve (12) weeks** after approval of the Preliminary Design Stage Report by the Financial Services Commission and the Project Manager, deliver to the Financial Services Commission and the Project Manager two (2) copies respectively of all plans, specifications and other documents for the construction of the Works. Electronic versions of these documents shall be provided to the Financial Services Commission and the Project Manager. Owner and Architect recognizes that time is of the essence here and the Owner will suffer financial loss if the Construction Documents are not completed within the time specified above, plus any extensions thereof allowed. If the Architect fails to perform the construction documents, within the specified time set forth within this contract as adjusted pursuant to this Article, the Owner and Architect agree that as liquidated damages, and not as a penalty, for delay in performance the architect shall pay the Owner in the amount \$100 for each and every calendar day that expires after the deadline, where the Work is not complete and ready for submitting to the Physical Planning Department, the Owner shall have the right to deduct liquidated damages from any amount due or that may become due to the Architect. The Owner has the option to enforce liquidated damages or to waive such damages.
- 7.1.3 The Architect shall, within **one (1) week** after the opening of the tenders, deliver to the Financial Services Commission and the Project Manager respectively one (1) copy of a report on the evaluation of the tenders along with a recommendation in relation to the action to be taken in respect of the tenders evaluated.

7.2 Commencement and Completion of Basic Technical Inspection of Construction Services

- 7.2.1 The Architect shall commence the technical inspection of construction services where construction is by contract within fourteen (14) days of the expiry of the mobilisation period specified in the Construction Contract or, in the case of construction by direct labour, when the Financial Services Commission notifies the Architect to do so. The final inspection and completion report will be completed within forty-five (45) days after the completion of the Work under the Construction Contract or by direct labour.

8.0 PAYMENT FOR BASIC SERVICES

8.1 Subject to the provisions of Clause 3.4, the Financial Services Commission shall pay the Architect for:

- (a) basic design services, the sum of _____ Eastern Caribbean dollars (XCD _____) in the manner set forth in Part I of Schedule 3;
- (b) technical inspection of the construction services, the sum of Eastern Caribbean dollars (XCD _____) in the manner set forth in Part II of Schedule 3; and
- (c) direct expenses incurred in carrying out the services referred to in paragraphs (a) and (b) of this Clause an amount not exceeding the sum of _____ Eastern Caribbean dollars (XCD _____) for the eligible expenses as set forth in Part III of Schedule 3.

9.0 ADDITIONAL SERVICES AND PAYMENT FOR SUCH SERVICES

9.1 Should the Financial Services Commission instruct the Architect to perform extra work which extends the scope of the services referred to in Clause 6.0 or redesigning portions of the Works, other than perform the tasks mentioned and referred to in Clause 6.0 and to correct errors in the work of the Architect ; the Financial Services Commission shall pay for such additional services in accordance with the rates set forth in Part IV of Schedule 3.

10.0 PAYMENT CONSTITUTING REMUNERATION

10.1 Payment by the Financial Services Commission to the Architect for the Services in accordance with the provisions thereof shall constitute the Architect 's only remuneration in connection with this Agreement and the Architect shall not accept any trade commission, discount, allowance or indirect payment or other consideration in connection with this Agreement or the performance of the Architect 's obligations herein.

11.0 INFORMATION TO BE SUPPLIED TO THE ARCHITECT

11.1 The Financial Services Commission shall supply or cause to be supplied to the Architect without charge and within a reasonable time, all necessary and relevant data and information in the possession of the Financial Services Commission and shall give such assistance as shall reasonably be required by the Architect in the performance of the Services.

11.2 The Financial Services Commission shall give its decision on all sketches, drawings, reports, recommendations, tender documents and other matters properly referred to it for decision by the Architect in such reasonable time so as not to delay or disrupt the performance by the Architect of the Services.

12.0 PROJECT EXECUTION AND MANAGEMENT

- 12.1 The Financial Services Commission may carry out the Works by contract or by direct labour and shall be required to provide all funds, including funds provided by the Financial Services Commission, and all other resources required for the punctual and effective carrying out of the Works.
- 12.2 The operations of the project will be overseen by a Project Manager. The Project Manager will be responsible for the day-to-day management and supervision of the project and will also serve as Liaison Officer between the Financial Services Commission and the Architect on all acts pertaining to the Project. The Architect will be required to work in close collaboration with the Project Manager, when providing professional services under this Agreement.
- 12.3 The Financial Services Commission shall be required to take all necessary steps to ensure that the Architect is not prevented from carrying out the Services and to afford all reasonable opportunities for the Architect and its staff to visit any part of the project site for purposes related to the Works.

13.0 PAYMENT FOLLOWING TERMINATION OR SUSPENSION BY THE FINANCIAL SERVICES COMMISSION

- 13.1 Upon termination or suspension by the Financial Services Commission in accordance with Clause 3.4 the Financial Services Commission shall pay to the Architect, the sums specified in the following sub-paragraphs less the amount of payments previously made to the Architect under this Agreement:
- (a) a fair and reasonable proportion of the sum which would have been payable to the Architect under Clause 8.0 if no such termination or suspension had taken place;
 - (b) amounts due to the Architect under any other clauses of this Agreement; and
 - (c) a disruption charge equal to one-tenth (1/10th) of the difference between the sum which would have been payable to the Architect under Clause 8.0 but for the termination or suspension, and the sum payable under sub-paragraph (a) hereof.
- 13.2 In any case in which the Financial Services Commission has required the Architect to suspend the carrying out of the Services in accordance with the power conferred by Clause 3.4 the Financial Services Commission may, at any time within the period of twelve (12) months from the date of the notice in writing to the Architect to suspend the carrying out of the Services, require the Architect in writing to resume the performance of the Services, and the Architect shall within a reasonable time of receipt by the Architect of the Financial Services Commission's notice resume the performance of the Services in accordance with this Agreement, the payment made under Clause 13.1 (a) ranking as payment on account towards the total sum payable to the Architect under Clause 8.0, but notwithstanding such resumption the Architect shall be entitled to retain or receive as an additional payment due in accordance with this Agreement the disruption charge referred to in Clause 13.1 (c).
- 13.3 If the Architect shall need to perform any additional services in connection with the resumption of the Services in accordance with Clause 13.2 the Financial Services Commission shall pay the Architect for the performance of such additional services in accordance with the provisions of Clause 9.0.
- 13.4 Upon termination of this Agreement in accordance with Clause 3.8 or Clause 3.9, the Financial Services Commission shall pay to the Architect or to the competent person or authority entitled to receive monies due to the Architect the sums specified in sub-paragraphs (a) and (b) of Clause 13.1 less a disruption compensation equal to one-tenth (1/10th) of the difference between the sum which would have been payable under Clause 8.0 but for the termination, and the sum specified under Clause 13.1 (a), and the amount of payments previously made to the Architect under this Agreement; and the Financial Services Commission shall be entitled to retain all money payable under this paragraph until copies of all documents in possession of the Architect and necessary for the

continuation of the Services are delivered to the Financial Services Commission.

- 13.5 In the assessment of the amounts payable under Clauses 13.1 and 13.4 the Services carried out by the Architect up to the date of termination or suspension and in pursuance of Clause 3.7 shall be compared with a reasonable assessment of the Services which the Architect would have carried out but for the termination or suspension. In any case in which it is necessary to assess the payment to be made to the Architect in accordance with Clauses 13.1 and 13.4 by reference to the cost of the Works, then to the extent that such cost is not known the assessment shall be made upon the basis of the Architect's best estimate of cost.
- 13.6 Any payment by the Financial Services Commission under this Clause shall not prejudice or affect the accrued rights or claims of the Financial Services Commission under this Agreement.
- 13.7 If a suspension occurs under this Agreement by reason of force majeure as defined in Clause 16.0 the Financial Services Commission shall not be liable for any disruption payment to the Architect under the provisions of this Clause.

14.0 PAYMENT FOLLOWING TERMINATION BY THE ARCHITECT

- 14.1 Upon the termination by the Architect in accordance with Clause 3.6 the Financial Services Commission shall pay to the Architect the sum specified in Clause 13.1 (a) and (b) less the amount of payment previously made to the Architect under the terms of this Agreement.
- 14.2 Upon payment of such sums, the Architect shall deliver to the Financial Services Commission such completed drawings, specifications and other similar documents relevant to the Works as are in the Architect's possession. The Architect shall be permitted to retain copies of any documents so delivered to the Financial Services Commission.

15.0 PAYMENT OF ACCOUNTS

- 15.1 All sums due to the Architect under Clause 8.0 shall be paid by the Financial Services Commission on accounts (supported by relevant original documentation where applicable) rendered monthly by the Architect provided that the amount payable requested at any time shall not be less than XCD1,000, unless it is the final payment due and payable under this Agreement.
- 15.2 All sums due to the Architect in accordance with the terms of this Agreement shall be paid within sixty (60) days of the submission by the Architect of its account therefor to the Financial Services Commission.
- 15.3 If any item or part of an item of an account rendered by the Architect is disputed or subject to question by the Financial Services Commission, the payment by the Financial Services Commission of the remainder of that account shall not be withheld on those grounds and the provisions of Clause 15.2 shall apply to such remainder and also the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to the Architect.

16.0 FORCE MAJEURE

- 16.1 Neither party shall be considered to be in default in the performance of its obligations hereunder to the extent that the performance of such obligations is delayed, hindered or prevented by force majeure. Force majeure shall be any cause beyond the control of such party hereto and includes

but is not limited to Acts of God, strikes, lockouts, fires, riots, incendiarism, interference by civil or military authorities and compliance with the regulations or order of any governmental authority and acts of war (declared or undeclared).

17.0 NOTICES

- 17.1 All notices and other communications hereunder shall be given in writing and shall be addressed to the appropriate party at the address set out below, or at such other place as such party may designate in writing with a copy to the Project Manager:

For the Financial Services Commission:

Financial Services Commission
Valley View Building
P.O. Box 188
MSR1110, Montserrat - West Indies
Telephone: (664) 491 6887/8
Telefax: (664) 491 9888
Email: fsccomr@candw.ms

For the Architect:

Telephone:
Telefax:
Email:

18.0 EXTENT OF AGREEMENT

- 18.1 This Agreement together with the schedules represent the whole and entire Agreement between the Financial Services Commission and the Architect and supersedes all prior negotiations, representations, proposals or agreements whether written or oral. This Agreement may be amended only by a written instrument signed by both the Financial Services Commission and the Architect.

19.0 INTERPRETATION

- 19.1 This Agreement shall be construed in accordance with the Laws of Montserrat.

20.0 ARBITRATION

- 20.1 If any question, difference or dispute shall at any time arise between the parties in respect of the construction of this Agreement or concerning anything therein contained or arising therefrom or as to the rights, liabilities or duties of the said parties thereunder which shall not be determined by agreement between the parties the same shall be referred to arbitration before a single Arbitrator as hereinafter provided.
- 20.2 The Arbitrator shall be appointed by agreement between the parties. If the parties fail to agree on who shall be the Arbitrator, either party may apply to the High Court of Montserrat for the appointment of an Arbitrator. If the Arbitrator is unwilling or unable to act in such capacity, his/her successor shall be appointed in the same manner as for the original appointment. The successor shall perform the same functions and shall have the same powers as his/her predecessor.
- 20.3 An arbitration proceeding may be instituted under this Clause upon notice by the party instituting such proceeding to the other party. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature of the remedy sought and the name of

the Arbitrator suggested by the party instituting such proceeding. Within thirty (30) days after the giving of such notice the other party shall notify the party instituting the proceeding of the name of the Arbitrator suggested by such other party.

- 20.4 If within thirty (30) days after giving notice instituting the arbitration proceeding, the parties shall not have agreed upon the Arbitrator, either party may request the appointment of the Arbitrator by the High Court of Montserrat as provided in Clause 20.2. If within forty-five (45) days after becoming entitled to do so, neither party requests the appointment of an arbitrator by the High Court of Montserrat as provided in Clause 20.2, the arbitration proceedings shall be deemed to have been abandoned.
- 20.5 The Arbitrator shall sit in Montserrat at such time and place as shall be fixed by the Arbitrator.
- 20.6 Subject to the provisions of this Clause and except as the parties shall otherwise agree, the Arbitrator shall decide all questions relating to his/her competence and the arbitration procedures.
- 20.7 The Arbitrator shall afford to both sides a fair hearing and shall render his/her award in writing. Such award may be rendered by default. A signed counterpart of the award shall be transmitted to each party. Any such award shall be final and binding upon the parties. Each party shall abide by and comply with any such award in accordance with the provisions of this Clause.
- 20.8 The parties shall fix the amount of remuneration of the Arbitrator and such other persons as shall be required for the conduct of the arbitration proceedings. The Financial Services Commission and the Architect shall each defray its own expenses in the arbitration proceedings. The costs of the arbitration shall be divided between and borne equally by the Financial Services Commission on the one side and the Architect on the other. Any question concerning the division of the costs of the arbitration or the procedure for payment of such costs shall be determined by the Arbitrator.
- 20.9 The provisions for arbitration set forth in this Clause shall be in lieu of any other procedure for the determination of any controversy between the parties or any claim by any such party against the other such party arising hereunder.
- 20.10 If within thirty (30) days after the counterparts of the award shall be delivered to the parties the award shall not be complied with, any party may enter judgment upon or institute a proceeding to enforce the award in any court of competent jurisdiction against the other party, or may enforce such judgment by execution or pursue any other appropriate remedies against such other party for the enforcement of the award and the provisions of this Agreement.
- 20.11 Service of any notice or process in connection with any proceeding under this Clause or in connection with any proceeding to enforce any award rendered pursuant to this Clause may be made in the manner provided in Clause 17.0. The parties to this Agreement waive any and all other requirements for the service of any such notice or process.

21.0 ACCOUNTING AND AUDITING

- 21.1 The Architect shall keep accurate and systematic accounts and records related to the carrying out of the Services in such form and detail as will clearly identify all relevant time, charges and costs and shall maintain all documents and other evidence involving transactions related to carrying out the Services in the same manner as they are maintained for the Architect 's own business.
- 21.2 The Architect 's accounts, records, documents and other evidence involving transactions related to carrying out the Services as well as the Architect 's working papers and notes (including statistics and technical data) shall be preserved and shall be subject at all reasonable times to inspection and, in the case of accounts, records, documents and other evidence relating to carrying out the Services,

audit by the Financial Services Commission for a period of three (3) years after the final payment for carrying out the Services on completion of the Services or earlier termination thereof.

- 21.3 The Architect agrees to provide in any sub-contract entered into by the Architect for the purpose of carrying out the Services that the Financial Services Commission may inspect and audit the accounts, records, documents and other evidence involving transactions related to carrying out the Services and inspect the working papers and notes (including statistics and technical data) related to carrying out the Services.

IN WITNESS WHEREOF, this Agreement has been signed in two equally valid copies, on behalf of the Financial Services Commission and the Architect by their respective duly authorised representatives and shall be deemed to be in force as of the day and year first hereinabove written.

FINANCIAL SERVICES COMMISSION

Signed on behalf of Architect

SCHEDULE 1

[Clause 1.1]

DESCRIPTION OF THE WORKS

The Works consist of the following:

Providing Architectural and Engineering Services for the New Financial Services Commission Building, Little Bay, Montserrat

Construction of a reinforced concrete building of approximately 8500 SF, three (3) storey Building for the Financial Services Commission, Government of Montserrat in Little Bay, in accordance with Montserrat Building Code and environmental guidelines and ordinances, to house the builder owner and two (2) Government entities:

- The Financial Services Commission
- The Office of the Auditor General and;
- The Financial Crime and Analysis Unit (FCAU).

The general space requirements shall be in accordance with Appendix E – Schedule of Accommodations. The Finance Services commission will pay for the erection of the entire Building shell. The construction Documents for tendering purposes will consist of the following:

Prepare Construction documents and Bill of Quantities for the overall construction of the Building Shell, and tenant improvements for the interiors of the space to be occupied by the Financial Services Commission. Also, to be included in this package is the civil works in the parking areas and landscaping and any other public services and amenities which must be borne by the landlord. Also included in this bid package is the cost of installation of the emergency generator.

The Architect shall provide technical inspection of the construction of the scope of works outlined above.

SCHEDULE 2

[Clause 6.1]

THE PROFESSIONAL SERVICES TO BE PROVIDED BY THE ARCHITECT

1.0 DESIGN SERVICES

1.1 Preliminary Design Services

The Architect shall provide the architectural and engineering services necessary for the preparation and/or review of preliminary designs, plans and specifications for the Works and estimates of cost thereof in sufficient detail to allow the Financial Services Commission and the Project Manager to consider and approve the suitability of such designs for the purposes for which the Works are intended, complying with the following requirements:

- (a) The designs, plans and drawings shall conform to the standards published by the Council of Caribbean Engineering Organisations and to normally accepted design codes of practice; and
- (b) the preliminary estimates of cost, inclusive of an allowance for contingencies, price increases and ancillaries, where applicable, shall not exceed ninety percent (90%) of the following allocated end-of-construction cost:

<u>Projects</u>	<u>Allocated End-of-Construction Cost</u> (XCD)
Financial Services Commission Building	\$4,500,000

1.2 Final Design Services

Prepare the following Bid Package:

Bid Package #1: Prepare the Construction Documents of the Entire Three Storey Building Shell and Tenant improvement details (Build-Out) for the Financial Services.

1.2.1 The Project Manager shall instruct the Architect whether to proceed to the Final Design Stage and, upon receipt of any such instruction, the Architect shall provide the following services: The preparation of:

- (a) the final designs and contract plans to a suitable scale with all dimensions clearly shown, and indicating details of construction for all structures or other works to be built. The Architect shall furnish one (1) copy of each final drawing to the Financial Services Commission, and the Project Manager;
- (b) specifications including a description of each item, materials to be used, properties of materials, methods of measurements, basis for payment, and all other technical requirements for the construction of the Works in accordance with the designs and plans. The Architect shall furnish two (2) bound copies of such specifications to the Financial Services Commission and one (1) bound copy thereof to the Project Manager;
- (c) an estimate of the quantities of the various items of work required for the Works prepared in appropriate form, for use, where applicable, in a unit-price type of construction contract;

- (d) estimates of the construction cost for the Works as confidential information for the Project Manager and the Financial Services Commission, to serve as guidelines to the Project Manager and the Financial Services Commission in analysing proposals for the construction component of the Works; and
- (e) notices to Tenderers, proposal forms for construction contracts, performance bonds and such other documents required for the tendering of the Works where such works are to be constructed by contract.
- (f) All documents listed above shall be provided in an electronic format acceptable to the Project Manager.

1.2.2 In the event that the estimates of the construction cost, inclusive of an allowance for contingencies, price increases and ancillaries, where applicable, exceed the allocated end-of-construction costs, the Architect shall, if requested by the Financial Services Commission, modify the Works in consultation with the Project Manager, so as to bring the estimated cost of the Works within, or as near as possible to the allocated end-of-construction costs. Any such modification shall be included in the Final Design Services for the purpose of subparagraph 1.2.1 above.

1.2.3 If any additional sub-surface investigations or other field survey work of a substantial nature is required for design work, such services shall be for the account of the Financial Services Commission. Should additional sub-surface investigations be required, the extra engineering work for preparing specifications, supervising the drilling and making laboratory tests will be negotiated between the Financial Services Commission and the Architect as additional services.

2.0 **TECHNICAL INSPECTION OF CONSTRUCTION SERVICES**

2.01 The Architect shall provide the following professional services for the technical inspection of construction services for the following Works:

Construction inspection of the Entire Three Storey Building Shell and Tenant improvements (Build-Out) for the Financial Services Commission

- (a) where the Works are to be carried out by contract, advise the Project Board of the Financial Services Commission and the Project Manager on the qualification of proposed tenderers, assist in procuring tenders by Financial Services Commission and the Project Manager, review the tenders received, advise as to whether they appear to be correct and responsive to the tender documents, and make recommendations for the award of the construction contract;
- (b) provide the necessary Engineers, Inspectors and Surveyors to oversee the performance of the Works, and require that such performance be in accordance with the plans and specifications prepared by the Architect. Such Engineers, Inspectors and Surveyors will have no obligation or authority to determine the manner in which the Contractor performs the construction work unless specifically provided for in the specifications. They will investigate, report and advise on unusual circumstances which may arise during construction;
- (c) undertake environmental monitoring during construction;
- (d) consult with the Project Manager and advise the Project Board of the Financial Services Commission during the construction period;
- (e) submit monthly reports including photographs in duplicate as required, progress charts and drawings to the Project Manager and the Project Board of the Financial Services

Commission in a form acceptable to the Financial Services Commission describing the construction work accomplished, and maintaining appropriate construction records to be submitted to the Project Manager and the Financial Services Commission on completion of the Works.

- (f) check all shop and working drawings prepared by the Construction Contractor and suppliers to ensure full compliance of such drawings with the requirements of the Architect's designs, plans and specifications;
- (g) advise the Project Manager on the suitability of sub-contractors;
- (h) recommend and oversee tests to be performed on materials and equipment to be incorporated in the Works, such as testing of concrete cylinders, special soil tests and compaction tests;
- (i) review and approve monthly estimates and invoices submitted by the Construction Contractor for payment of work completed, and prepare payment certificates;
- (j) liaise with the Project Manager and relevant authorities and offer assistance so as to expedite the acceptance and takeover of the Works; and
- (k) make a final inspection of the completed Works and prepare a completion report to the Project Board of the Financial Services Commission and the Project Manager including therein:
 - (i) as-built drawings and financial statements setting forth the total cost of all elements of the Works; and
 - (ii) the principal design criteria used, a brief history of the construction work, and recommendations as to the future maintenance of the more complex components of the Works.
- (l) deliver one (1) copy of the Completion Report each to the Project Board of the Financial Services Commission and the Project Manager.

SCHEDULE 3

PART I – PAYMENT FOR BASIC DESIGN SERVICES

Payment for design services shall be made as follows:

Payment for Basic Design Services, shall be made on a monthly basis commencing one month after signing of the contract and upon the receipt of the monthly reports and invoice(s) from the Architect.

	<u>Fee</u> <u>s</u> (XCD)
Financial Services Commission Building	_____
TOTAL	=====
 <u>Method of Payment</u>	
Following Completion of Preliminary Designs	30%
Following Completion of Design Services	50%
Award of Construction Contract	20%

PART II - PAYMENT FOR TECHNICAL INSPECTION OF CONSTRUCTION SERVICES

Payment for technical inspection of construction services shall be made on a monthly basis commencing one month after the start of construction upon the receipt of the monthly reports and invoice(s) from the Architect. The amount of each payment shall be in proportion to the value of the work carried out in relation to the estimated cost of the Works, provided however that an amount of 5% will be retained until the Project Completion Report acceptable to the Financial Services Commission is received. The fees shall be apportioned as follows:

	<u>Fee</u> <u>s</u> (XCD)
Financial Services Commission Building	_____
TOTAL	=====

PART III - PAYMENT FOR DIRECT ELIGIBLE EXPENSES INCURRED

The Financial Services Commission will reimburse the Architect for the actual amount of the following direct expenses which may be incurred in performing the services required by this Agreement:

- (a) fees paid to sub-contractors approved by the Financial Services Commission such as specialist Architects;
- (b) transportation and travel expenses as may be required for the purposes of the Works; and
- (c) other necessary direct expenses including postal and freight services, long distance telephone, telegraphic and cable communications and drawings and report production, all in so far as the above are not provided by the Financial Services Commission.

PART IV - PAYMENT FOR ADDITIONAL SERVICES

1.1 For additional services rendered by personnel of the Architect the Financial Services Commission will pay the Architect for the time actually spent on the work by such personnel, including time spent in necessary travel, at the following rates:

Principal (when engaged in the work of Principals)	XCD____per hour
Architect	XCD___ per hour
Engineers/Quantity Surveyor	XCD ____ per hour
Other Technical Staff	XCD ___ per hour

1.2 The Financial Services Commission will reimburse the Architect for the actual amount of the following direct expenses which may be incurred in performing authorised additional services:

- (a) fees paid to sub-contractors approved by the Financial Services Commission such as specialist Architects;
- (b) transportation and travel expenses as may be required for the purposes of the Works; and
- (c) other necessary direct expenses including postal and freight services, long distance telephone, telegraphic and cable communications and drawings and report production, all in so far as the above are not provided by the Financial Services Commission.

ANTI-COLLUSION CERTIFICATE

1. 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:
 - I. 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
 - II. 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
 - III. 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.
2. 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.
3. 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 Financial Services Commission 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.
4. 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.

Dated this:.....day2019

Signature:.....

In the capacity of:.....

Duly authorised to sign tenders and acknowledge the contents of the Anti-Collusion Certificate for and on behalf of:

.....

Postal Address:-

.....

.....

.....

Fax No:.....

Telephone No:.....