

# INVITATION TO TENDER

**Montserrat Port Authority Office Reconfiguration  
Works Little Bay Montserrat**



GOVERNMENT OF MONSTERRAT (GoM)

MINISTRY OF COMMUNICATIONS WORKS & LABOUR  
Brades, Montserrat. Tel: 664 – 491-2522

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## TABLE OF CONTENTS

PART A - Background	3
PART B - ITT Overview	5
PART C - Instructions to Bidders	8
PART D - Bid Evaluation	13
PART E - GoM and Contractor Agreement	16
PART F - General Conditions of Contract	24
PART G - Specification	31
PART H - Bidders Response	39
PART I - Appendix	44

**PART A**

# Part A

## PART A - Background

### TABLE OF CONTENTS

1	Introductions	4
2	The Authority	4

## PART A

### 1 Introduction

1.1 The Montserrat Port Authority (MPA) at Little Bay, Montserrat is Montserrat's primary source of sea access. The seaport facilities were designed to facilitate bulk cargo vessels and passenger vessels via sea to accommodate the country's trade industry. Based on recommendations from local technical personnel, it was established that the facilities were in need of some major upgrade and maintenance. A major element that was identified was the Reconfiguration and renovation of the MPA & MCRS Offices housed on two floors inside the Warehouse Building. The Government of Montserrat & the MPA, through the Ministry of Communication, Works and Labour has developed and funded a project to the amount of **EC\$650,000** for these proposed office reconfiguration works. This ITT seeks to acquire the services of a Contractor, through the open competitive bidding process.

#### The Authority

2.1 The Government of Montserrat is the funding agent; Ministry of Communication Works and Labour will be the procuring entity managing the project and has been deemed to be The Authority. The Authority shall actively manage the resulting contract and key activities including contract review meetings, key deliverables and analysis of management information provided.

**PART B**

# Part B

## PART B - ITT Overview

### TABLE OF CONTENTS

1 Letter of Invitation	6
2 Introduction	7

**PART B****1 Invitation**

14<sup>th</sup> February 2019

**Re: ITT for Montserrat Port Authority Office Re-configuration Works**

You are invited to submit a Tender for the above named project. Tender documents can be accessed by visiting the two websites below;

- **Hard copies can be downloaded from the Government of Montserrat website at <http://www.gov.ms/tenders/>**

**The tender dossier consists of the following documents;**

1. Instructions to Bidders
2. ITT Check List
3. Form of Tender
4. GoM & Contractor Agreement
5. Bill of Quantities
6. General Conditions of Contract
7. Anti-Collusion Statement
8. Evaluation Criteria
9. Post Contract Performance Evaluation
10. Tender checklist

**Please read Instructions to Tenderers before completing and submitting tenders, failure to do so may result in tenders being deemed non-compliant and rejected.**

**A site visit will be arranged for Wednesday 10:00 am on Wednesday 20th February, 2019 at the Montserrat Port Authority in Little Bay.**

Clarification and queries relating to the tender or works included should be made in writing to the Director, Public Works Department or by email at [pattersonr@gov.ms](mailto:pattersonr@gov.ms) and copied to [Jutleh@gov.ms](mailto:Jutleh@gov.ms) no later than **Thursday 21st February by 16.00.**

**Tenders are to be received no later than 12:00 midday on Wednesday 27th February 2019.**

**Tender opening will be at 2.00pm on Wednesday 27<sup>th</sup> February 2019.**

**PART B****2 Introduction**

- 2.1 The Authority wishes to establish a Contract for the provision of **Montserrat Port Authority Office Re-configuration Works** in Little Bay. The Authority is managing this procurement process in accordance with Government of Montserrat's Public Procurement Regulations (the "Regulations"). This is a supply of goods and services Contract being procured under the open competitive tendering procedure.
- 2.2 The Authority is procuring this contract on behalf of the Government of Montserrat
- 2.3 Part C contains the Instructions to Bidders.
- 2.4 Part D contains the Bid Evaluation criteria.
- 2.5 Parts E & F contains the General Contract Agreement & Contract Conditions
- 2.6 Part G contains the general Specifications for the proposed project.
- 2.7 Part H contains the Bill of Quantities for the Bidders Response
- 2.8 Part I contains the Appendix outlining the Drawings and Detailed Specifications for the project.
- 2.9 Following evaluation of all responsive bids, the Public Procurement Board will award a contract to the most economically advantageous contractor to undertake the works for the project.
- 2.10 The Government of Montserrat through the Public Procurement Board reserves the right not to conclude a Contract as a result of the current procurement process.

**PART C**

# Part C

## PART C - Instructions to Bidders

### TABLE OF CONTENTS

1	General	9
2	Type of Contract	9
3	ITT Checklist	10
4	Tax Compliance	10
5	Tender Validity	10
6	Timescales	10
7	Authority's Contact Details	10
8	Intention to Submit a Tender	11
9	Preparation of Tender	11
10	Submission of Tenders	11
16	Queries Relating to Tender	12

**PART C****1 General**

- 1.1 These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that you provide all the requested information in the format and order specified.
- 1.2 Bidders should read these instructions carefully before completing the Bid documentation. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the Montserrat General Conditions of Contract.
- 1.3 Each Bidder will:
- i. Examine the ITT and any documents referenced in the ITT and any other information provided by the Procuring Entity.
  - ii. Consider all risks, contingencies and other circumstances relating to the delivery of the requirements and include adequate provision in your financial submission to manage such risks and contingencies
  - iii. Ensure that pricing information is submitted in XCD (Eastern Caribbean Dollars).
  - iv. If necessary, obtain independent advice before submitting a bid
  - v. Satisfy itself as to the correctness and sufficiency of your Financial Submission, including the proposed pricing and the sustainability of the pricing.
- 1.4 The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Bid.
- 1.5 The Bidder shall not make contact with any other employee, agent or consultant of the Authority who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.
- 1.6 The Authority or Government of Montserrat shall not be committed to any course of action as a result of:
- issuing this ITT or any invitation to participate in this procurement exercise;
  - an invitation to submit any Response in respect of this procurement exercise;
  - communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement exercise; or
  - any other communication between the Authority and/or any relevant GoM Departments (whether directly or by its agents or representatives) and any other party.
- 1.7 Bidders shall accept and acknowledge that by issuing this ITT the Authority shall not be bound to accept any Bid and reserves the right not to conclude a Contract for some or all of the works and services for which Bids are invited.
- 1.8 The Authority reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.
- 1.9 The Terms and conditions issued with this ITT will form part of the contract and will not be negotiable post contract award. Bidders are advised to raise issues prior to the submission deadline.

**2 Type of Contract**

- 2.1 The Montserrat General Conditions of Contract will be adopted for this contract. (As part of your submission you are required to accept the Terms and conditions contained within this ITT).

**PART C****3 ITT Checklist**

3.1 Bidders must complete the Form of Tender, Document Check List, Anti-collusion statement, Commercial Response, and ITT Response. Failure to fully complete these documents will lead to the bid becoming non-compliant and rejected.

**4 Tax Compliance**

4.1 The tenderer must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents. In the case of a sole trader, the tax compliance certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the tax compliance certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company". It is therefore incumbent on the bidder to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Bidders received with improper tax compliance certificates would be rejected.

4.2 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](mailto:irev@gov.ms).

4.3 All works undertaken will be the subject of taxation in accordance with the current legislation.

**5 Bid Validity**

5.1 Bids are to remain open for acceptance for a period of 90 days. A Bid valid for a shorter period will be rejected.

**6 Timescales**

6.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Authority does not intend to depart from the time table it reserves the right to do so at any stage.

DATE	STAGE
14 <sup>th</sup> February 2019	ITT Published on the Government of Montserrat website. ( <a href="http://www.gov.ms">www.gov.ms</a> )
20 <sup>th</sup> February, 2019	Site Visit at 10:00am
21 <sup>st</sup> February, 2019	Clarification Period Closed
27 <sup>th</sup> February 2019	ITT Return Date (Submission Deadline). 12.00 midday

**7 Authority's Contact Details**

7.1 Unless stated otherwise in these Instructions or in writing from the Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed to the designated Authority contact named in Section. 2.1 of Part A.

## PART C

7.2 All communications should be clearly headed “**ITT Montserrat Port Authority Office Re-configuration Works**” and include the name, contact details and position of the person making the communication.

7.3 Suppliers' requests for Bid clarifications must be submitted in accordance with the procedure set out in PART C Section 11 – Queries Relating to Bid.

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## 8 Alternative Bid

8.1 Bidders are not allowed to submit alternative Bids.

## 9 Insurance

9.1 The successful Bidder should submit details of their current insurance sufficient to satisfy the requirements for insurance given in the Conditions of the Contract and the Specification. The insurance shall jointly indemnify the Contractor and The Authority in the amount that will cover the implementation phase of the project based on the agreed contract sum. This will be requested before the signing of the contract.

## 10 Submission of Bids

10.1 The bidders will be deemed to have inspected the site and be familiar with the environment and working conditions on the site. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Bids. Bidders are solely responsible for the costs and expense incurred in connection with the preparation and submission of their Bid and all other stages of the selection and evaluation process. Under no circumstances will the Authority be liable for any costs or expense borne by Bidders, sub-contractors, suppliers or advisers in this process.

10.2 The Authority may at its own absolute discretion extend the closing date and the time for receipt of Bids specified under PART C Section 6. Any extension granted under this PART C Section 10 will apply to all Bidders.

10.3 Tenders should be returned in a sealed envelope, no later than **12:00p.m. on Wednesday 20th February 2019**. Please refer to submission instructions.

### 10.4 Submitting a Tender

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

#### Submitting a hard copy of your tender.

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

#### Envelope 1.

Follow the steps written below:

1. Write the name of the bidder (Tenderer, Supplier) on this envelope
2. Write the name of the project and the address on the envelope as written below;

#### Supplier Name (Your company name)

**“ITT Montserrat Port Authority Office Re-configuration Works”  
The Chairman, Public Procurement Board,  
Ministry of Finance & Economic Management, P O Box 292, Brades, Montserrat**

**PART C**

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

Envelope 2 

Continue following the steps below:

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

**“ITT Montserrat Port Authority Office Re-configuration Works”  
The Chairman, Public Procurement Board,  
Ministry of Finance & Economic Management, P O Box 292, Brades, Montserrat**

***\*NB: Envelope 2 must not have the Bidders name on it or any other markings.***

10.7 **Late Bids will not be accepted.**

10.8 All Bids will be arithmetically checked; any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.

10.9 The Authority is not bound to accept the lowest Bids and has the right to accept and reject any Bid offers.

## 11 Queries Relating to Bid

11.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with these Instructions.

11.2 The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. In order to satisfy query requests, the Authority has designated a specific personnel to deal with clarification requests from Bidders

11.3 Clarification requests can be submitted via e-mail to [pattersonr@gov.ms](mailto:pattersonr@gov.ms) and copied to [Jutleh@gov.ms](mailto:Jutleh@gov.ms) from the date shown under PARTC Section 6.

11.4 In order to ensure equality of treatment of Bidders, the Authority intends to share the questions and clarifications raised by Bidders together with the Authority's responses (but not the source of the questions) to all participants on a regular basis.

11.5 The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

**PART D**

**Part D**

**PART D - Bid Evaluation**

**TABLE OF CONTENTS**

1	Introduction	14
2	Evaluation of Bids	14
3	Administrative Compliance (5%)	14
4	Financial Compliance (40%)	14
5	Completion Time (20%)	14
6	Technical Compliance (15%)	15
6	Bidders Experience (20%)	15
7	Award of Contract	15

## PART D

### 1 Introduction

1.1 The Bid process will be conducted to ensure that Bids are evaluated fairly to ascertain the most economically advantageous bid.

### 2 Evaluation of Bids

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

QUESTION NUMBER	Question title	WEIGHTED SCORE %
D1.1	Administrative Compliance	PASS/FAIL
D1.2	Financial Compliance	40%
D1.3	Completion Time	20%
D1.4	Technical Compliance	20%
D1.5	Bidders Experience	20%

### 3 Administrative Compliance (5%)

3.1 Bidders must submit all the documents requested in the ITT. The ITT checklist provides a list of requirements which need to be fulfilled. All Bidders are required to fully complete the Form of Tender including the commencement time and the proposed completion time which are highlighted. In addition, they need to fully complete the ITT Bidders Response Template. A valid Tax Compliance Certificate needs to be submitted with their submission. Bidders should sign and date the Anti-Collusion statement. Similarly details of previous experience must be submitted in accordance with the Work Experience List. This fulfils The Administrative Compliance which is PASS/FAIL . If **all** the above requirements are fulfilled, then the Bidder would move onto the other evaluation criteria. If any of the above mentioned items are not submitted, then the Bidder would be deemed non-compliant and rejected.

### 4 Financial Compliance (40%)

4.1 Bidders must complete the Form of Tender and the Bill of Quantities and return them with their ITT submission. The Bid price is a significant factor and the Government of Montserrat will seek to ensure that the works are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. Government of Montserrat is not bound to accept the lowest or any Bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bids. Bidders must submit all the documents requested in the ITT document. The ITT checklist provides a list of requirements which need to be fulfilled.

### 5 Completion Time (20%)

5.1 The procuring entity's requires the works to be completed as soon as possible. A higher grade will be awarded to the Bidder who proposes to complete the works soonest. Bidders are asked to submit a program of works along with a detailed method statement to provide justification for the proposed timetable presented in their Bid. The percentage for this criterion will be calculated proportionately in comparison to other submissions from Bidders

**PART D****6 Technical Compliance (20%)**

6.1 Adherence to technical specification is paramount. Therefore, the consideration should take into account space requirement, consideration for seismic, hurricane durability, and the tropical climate. These details should be outlined by providing brochures, sketches and other technical document deemed to be appropriate to provide proof that the proposed solution is in accordance with the drawings and specifications provided in this document. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenderers.

**6 Bidders Experience (20%)**

6.1 Prospective Bidders need to provide information of at least 2 previous contracts completed within the past 10 years of a similar nature to the scope of works presented in this ITT with a minimum value of \$200,000 for material & labour and or a minimum value of \$90,000 for labour only. These details should include but are not limited to the following; the entity or person for which the work was completed, contact information for the entity or person, the value of the works, the location of the works. In addition, the prospective Bidders shall provide CVs of key technical personnel that will be involved in the delivery of this project. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenderers.

**7 Award of Contract**

7.1 The Public Procurement Board will inform the successful bidder through an award of Contract Letter at the end of tender evaluation process. Unsuccessful bidders will also be notified at the same time as the successful bidder.

**PART E**

# Part E

## PART E - GoM and Contractor Agreement

### TABLE OF CONTENTS

1	General	17
2	Schedule 1 – Terms & Conditions	19
3	Schedule 2 – Deliverables & Fees	23
4	Schedule 3 - Obligations	23
5	Schedule 4 – Proposed Payment Schedule	23
6	Schedule 5 - Other Documents List	23

**PART E****1 General**

1.1 This Agreement is made the ..... day of.....**2019** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **Mrs. Beverley Mendes**, Permanent Secretary, Ministry of Communications Works and Labour (hereinafter referred to as "**GOM**") of the one part and ..... whose address is ..... acting herein and represented by ..... (hereinafter referred to as the "**Contractor**") of the other part.

The Employer requires that certain works and services should be carried out on the Montserrat Port Authority building and has been accepted by the contractor for the sum of .....  
..... (**\$.....**) are the amount to carry out the works according to the schedule and other documents which comprised the contract document.

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

1.3. In this Agreement:

- a) "Agreement" means these General terms and Conditions in Schedule 1 together with the Specification drawings, Signed Form of Tender, Priced Bill of Quantities, Specifications, Contract Drawings, tender circular, addenda in Schedule 4 and any document incorporated into this agreement by reference;
- b) "**Contractor**" includes the **Contractor**, and his/its employees;
- c) "deliverables" includes specifications, drawings and any component element of the Works;
- d) "Engineer" means a duly authorized representative of GOM who is also qualified and trained as a Civil Engineer. The Engineer or where a project manager is appointed for a particular project is responsible for total contract management and shall determine and enact measures to mitigate any risks to the project. The Engineer will hold direct communication with the Contractor and the Contractor shall adhere to such instructions given by the Engineer in the same way as if they were given by the Contract Administrator.
- e) "Works" means the works to be executed in accordance with this agreement as described in the Specification drawings.

1.4. The **Contractor** is an independent contractor and shall not be considered in any respect as being an employee of **GOM**.

1.5. 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.

1.6. The representative of **GOM** for the administration of this agreement is the Permanent Secretary, Ministry of Communications and Works (hereinafter referred to as the Administrator). The Administrator shall have final authority for acceptance of the **Contractor's** performance, and if satisfactory shall initiate the process for approval of payment to the **Contractor**. No payment shall be made without such approval.

1.7. The **Contractor** shall provide the deliverables specified in column 1 of Schedule 2, within the timelines set out in Column 2 of Schedule 2, in return for the fees set out in column 3 of Schedule 2, under the terms and conditions outlined in Schedule 1.

**PART E**

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

BY

\_\_\_\_\_  
**Beverley Mendes**  
Permanent Secretary, Ministry of  
Communications and Works

BY

\_\_\_\_\_

WITNESS

\_\_\_\_\_

WITNESS

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**PART E****2 Schedule 1 – Terms & Condition**

- I. **GOM** may at any time by a written notice modify the deliverables described in Schedule 2 and promptly upon receipt of such modification the **Contractor** shall within 7 days either advise that the change will not affect its costs or cause a delay in providing the deliverables, or furnish a breakdown of estimated changes in costs or delay in the deliverables attributable thereto. Upon receipt of the breakdown by **GOM** any changes necessary to the other terms and conditions of the agreement shall promptly be negotiated by the parties and incorporated in an amendment to this contract. The **Contractor's** failure to advise of any such changes or delays shall constitute the **Contractor's** consent to the modification without adjustment to the other terms and conditions of this agreement.
- II. As full consideration for the services performed by the **CONTRACTOR** under the terms of this agreement the **GOM** will pay the fees as outlined in Schedule 2, payable against original invoices delivered to the **GOM** at its headquarters by the **CONTRACTOR**, provided that **GOM** may give notice of its intention not to pay such fee where:
  - a. The **CONTRACTOR** has failed to carry out services/provide the deliverables, or has defectively carried out services/provided deliverables required by this Agreement to be carried out and has not remedied such failure or defect within a reasonable time;
  - b. The **CONTRACTOR**, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
  - c. there is a breach of any other provision of this Agreement; and upon giving such notice the **GOM** may withhold payment accordingly.
- III. The **GOM** shall have the right, at its expense, to have a representative of the **GOM** inspect such records and invoices of the **CONTRACTOR** as are necessary to verify the **CONTRACTOR's** performance and all expenses submitted pursuant to this Agreement and the **CONTRACTOR** shall make such records and invoices available for inspection during normal business hours at the **GOM** Headquarters.
- IV. All records related to this Agreement at any time in the possession of the **CONTRACTOR** shall be retained for a period of one (1) year after the termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the **GOM**, shall be retained by the **CONTRACTOR** until the claim has been resolved.
- V. The **CONTRACTOR** shall not remove any material, goods or equipment purchased by the **GOM** and furnished to the **CONTRACTOR** to facilitate the performance of its obligations under this contract without the prior written consent of the Administrator.
- VI. The **CONTRACTOR** shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The **CONTRACTOR** shall not seek to acquire any such information outside of the performance of its/his duties under this Agreement.
- VII. (a) The **Contractor** shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the **GOM**, such consent not to be unreasonably withheld.  
  
(b) The **Contractor** retains full and complete responsibility for every aspect of the Works and deliverables including any aspect which might be sub-contracted or assigned to another person under clause VII (a), including the duty to ensure that any such part of the Works or deliverables are completed in a good and workmanlike manner, with sound materials and in conformity in all respects with the drawings, elevations and specifications and at all times and in every respect in compliance with the Building Codes of Montserrat and all the applicable laws.  
  
(c) The **Contractor** shall respond to any reasonable query from **GOM** regarding the quality and quantity of materials procured by him/it for use in the Works and deliverables and shall provide **GOM** with satisfactory evidence of his/its compliance with the agreed specifications periodically/monthly/quarterly during the construction of the Works and within Seven days of completion.

**PART E**

- (d) The **Contractor** shall procure and supply all materials required and described in the priced Bill of Quantities, specifications, tender circular, addenda and contract drawings and shall ensure that those materials are used in construction of the Works and provision of the deliverables.
- VIII. The **Contractor** agrees to undertake and complete **All Works & Services** described in the Specifications, drawings, the ITT documents and all ITT circulars and addendums.
- IX. The **Contractor** and **GOM** agree that they will each have the respective obligations under this agreement as outlined in **Schedule 3**.
- (a) The **Contractor** agrees to indemnify, and keep the **GOM** indemnified, from and against any and all loss, damage, expense, liability, claim or proceedings (whether criminal or civil) suffered by **GOM's** agents, servants or third parties, including any legal fees and costs incurred, resulting from a breach of this Agreement by the **Contractor** and/or arising in connection with the performance of this agreement by the **Contractor** or arising out of or in the course of or caused by the carrying out of the Works:
- i. in respect of personal injury to or death of any person; or
  - ii. in respect of any damage whatsoever to any property real or personal due to any negligence, omission and default of the Contractor.
- (b) The **Contractor** agrees to indemnify **GOM** in respect of claims from anyone suffering damage to their equipment or property, or accidents suffered by their employees, agents or third parties, resulting from the **Contractor's** actions.
- X. The Contractor shall produce such evidence as GOM may reasonably require that the insurance referred to in the form of tender have been taken out and are in force from commencement of works until project completion.
- XI. The Contractor shall ensure that suitable systems for controlling traffic and pedestrian movements are discussed with the Traffic Commissioner and implemented during its operations to minimize any delays to road users.
- XII. (a) **GOM** will disburse each payment in respect of the deliverables only after receipt of certification issued by the Engineer that:
- i. the respective phase of the Works or deliverable has been satisfactorily completed and complies with the drawings and building code;
  - ii. the value of the work completed at that stage corresponds to or exceeds the sums previously disbursed.
- (b) **GOM** shall retain 5% of each payment up to a maximum of 3% of the contract sum and release the accumulated total retention to the **Contractor** at the end of the warranty period provided that all works and repairs have been executed to **GOM's** satisfaction.
- XIII. The parties agree that a warranty period of 6 months is part of the agreement, during which time the Contractor bears full responsibility for the execution of maintenance of the works and any repair or correction which becomes necessary due to the failure and incorrect performance of the Contractor.
- XIV. The **Contractor** shall notify **GOM** in writing of his/its completion of the Works. The Engineer shall certify the date when in his opinion, the Works have reached practical completion. This date shall be the date of commencement of the warranty period.
- XV. The **Contractor** shall pay to **GOM** a penalty of 1% of the contract price a day, for every day the completion of the Works is overdue.
- XVI. The parties agree that a dispute relating to the agreement shall be determined by a Mediator. Any party may request that a Mediator be appointed. The parties shall try to agree a single Mediator by whom the matter shall be determined. The Mediator once appointed shall specify a reasonable time and date for submissions,

**PART E**

and information by each party. The parties shall cooperate with the Mediator and with such enquiries that he/she may deem necessary. No confidential information supplied to the Mediator shall be disclosed to any third party. The Mediator may set out his/her own procedure and be entitled to award financial damages or to order the performance or prohibition of any act as he/she deems fit. In the event agreement cannot be reached clause 23 condition of contract shall apply.

- XVII. a) The **Contractor** shall receive two complete originals of this agreement.
- b) Subsequent to the commencement of the agreement, the **Contractor** shall receive a copy of all additions to and amendments to the Specifications or drawings.
- XVIII. (a) If, before the date for practical completion, the **Contractor** shall make a default in any one or more of the following respects:
- i. Without reasonable cause he/it wholly or substantially suspends the carrying out of the Works, or
  - ii. He/it fails to proceed regularly or diligently with the Works, or
  - iii. He/it refuses or neglects to comply with a written notice/instruction given by the Engineer and by such refusal or neglect the works are materially and adversely affected The Engineer may give to the **Contractor** a notice specifying the default or defaults.
- (b) If the **Contractor** continues with the default for 14 days from the issue of the notice under the agreement **GOM** may by a further notice to the **Contractor** terminate this agreement. Such termination shall take effect on the date of receipt of such further notice.
- (c) **GOM** shall not issue a notice of termination unreasonably or vexatiously.
- (d) The Engineer shall determine the amount due to the **Contractor** which shall include loss, damage or expenses incurred by **GOM** as a direct consequence of the termination. A final payment certificate will be prepared by the Engineer.
- (e) If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more
- i. Force majeure, or
  - ii. The Engineer's instruction
- the **Contractor** or **GOM** may upon expiry of the period of the suspension give notice to the other party that unless suspension is terminated within 7 days after the receipt of such notice, **GOM** shall pay to the **Contractor** the total value of the Works properly executed at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.
- (f) A party shall not issue a notice of termination unreasonably or vexatiously.
- XIX. The Engineer may issue instructions on behalf of **GOM**, with regard to the postponement of any or all the Works to be executed under this contract.
- XX. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.
- XXI. This Agreement supersedes any prior Agreement between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.
- XXII. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

**PART E**

- XXIII. (a) Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.
- (b) A party that is delayed in meeting or that fails to perform its obligation under this agreement because of Force Majeure, shall have no liability to the other for such delay or failure to perform. Both parties shall use reasonable endeavours to mitigate as far as possible, the effects of the Force Majeure event.
- (c) If one party is prevented from or delayed in performing its obligations under this agreement as a result of Force Majeure, the other party shall be released to the equivalent extent from its obligation in relation to that particular Force Majeure event.
- XXIV. The provisions relating to confidentiality, indemnities and limitation of liability shall survive any completion, rescission, expiration or termination of this agreement. In addition, all rights and restrictions relating to any perpetual licenses and all payment terms relating to any outstanding payments shall survive.
- XXV. Any notice or other document required to be given under this agreement or any communication between the parties with respect to any of the provisions of this Agreement shall be in writing and may be sent by electronic mail to the correct email address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

(a) A notice shall be delivered as follows:

i. if to **GOM**, to:

Beverley Mendes  
 Permanent Secretary  
 Ministry of Communications Works & Labour  
 Government Headquarters  
 Brades  
 Montserrat  
 Fax: (664) 491-6659  
 Email: [mcw@gov.ms](mailto:mcw@gov.ms)

ii. if to the **Contractor**, to:

Address: .....  
 Email: .....

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

**PART E**

**3 Schedule 2 – Deliverables & Fees**

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

SERVICES/ DELIVERABLES	TIMELINES	FEEES

**4 Schedule 3 - Obligations**

Obligations of each party under this agreement

CONTRACTOR'S OBLIGATION	GoM's OBLIGATIONS

**5 Schedule 4 – Proposed Payment Schedule**

AMOUNT	PERIOD

**6 Schedule 5 - Other Documents List**

List of all documents under the Contract

**PART F****Part F****PART F - General Conditions of Contract****TABLE OF CONTENTS**

1	Definitions	25
2	Contract Document - Priority	25
3	Extent of Contract	25
4	Power to Vary or Omit	25
5	Assignment of Contract	25
6	Supply Materials	26
7	Setting Out	26
8	Workmanship	26
9	Removal of Debris	26
10	Supervision of Works and Skilled Workmen	26
11	Contractor's Plant	26
12	Payment Fees	26
13	Safety	26
14	Injury to or death of a person	27
15	Damage to Property	27
16	Evidence of Insurance	27
17	Traffic Control	27
18	Payment to the Contractor	27
19	Warranty Period	27
20	Hand Over Completed Works	27
21	Failure to Meet Completion Date	27
22	Matters not Contained in the Contract	27
23	Matter of Disagreement	28
24	Contract Documents	28
25	Determination of the Contract	28
26	Suspension of The Uncompleted Works	29
27	Contractor Performance Report	30

## PART F

### 1 Definitions

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

### 2 Contract Document - Priority

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

### 3 Extent of Contract

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

### 4 Power to Vary or Omit

- a) The Employer reserves the right to vary from time to time during the progress of the works, the Specifications or Drawings and shall in writing, notify the Contractor of such variation. If the instructions are given orally, they shall, within **two (2)** days be confirmed in writing by the Engineer, in the event of any such variation involving an alteration in the cost, or in the period required for completion an agreed revision of contract price and/or time of completion may be made, any such alterations should be deemed part of the Contract.
- b) No variation, alteration or addition to the work indicated in the Specification and/or Drawing shall be made unless the written instruction of the employer has been obtained.

### 5 Assignment of Contract

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

**PART F****6 Supply Materials**

6.1 The Contractor shall within the agreed contract price, supply such materials as required and detailed by the Specifications.

**7 Setting Out**

7.1 The Contractor shall be responsible for setting out of the work.

**8 Workmanship**

8.1 The Contractor shall at all times carry out his/her works in accordance with the laws of the Colony.

8.2 The Employer may from time during the course of the Contract inspect any completed or part-completed work of the Contractor. If the Employer is not satisfied with such work, he in writing, inform the Contractor of his/her dissatisfaction.

8.3 Notwithstanding any such progress inspection by the Employer the Contractor shall at all times carry out the Contract in a workman-like manner. On completion of the works, the Contractor shall satisfy the Employer as to the quality and fitness of the work.

**9 Removal of Debris**

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

**10 Supervision of Works and Skilled Workmen**

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

**11 Contractor's Plant**

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

**12 Payment Fees**

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

**13 Safety**

- a) The Contractor is responsible for the safety of all persons employed by him. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety procedures, safety precautions and safety programs in connection with the performance of the contract.
- b) He shall in no way carry out any work that could be seen to endanger the life of any of his/her employees or of any member of the general public, including any other employee of the employer.

## PART F

### 14 Injury to or death of a person

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

### 15 Damage to Property

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

### 16 Evidence of Insurance

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

### 17 Traffic Control

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

### 18 Payment to the Contractor

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

### 19 Warranty Period

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

### 20 Hand Over Completed Works

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

### 21 Failure to Meet Completion Date

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

### 22 Matters not Contained in the Contract

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

**PART F****23 Matter of Disagreement**

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

**24 Contract Documents**

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

**25 Determination of the Contract**

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

- a) Without reasonable cause he wholly or substantially suspends the carrying out of the works, or
- b) He/she fails to proceed regularly or diligently with the works, or
- c) He/she refuses or neglects to comply with a written instruction given by the Engineer and by such refusal or neglect the works are materially affected

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

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

**PART F****25.2 Consequences of determination under clause 25.1.**

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

**Default by the Employer**

- a) If the Employer does not pay by the final date for payment the amount properly due to the contractor in respect of any certificate and/or any VAT properly chargeable on that amount; or
- b) Interferes with or obstructs the issue of any certificate due under this contract; or
- c) If before practical completion of the Works, the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for a continuous period of one month or more by reason of:
- d) Engineer/Contract Administrator's instructions and/or;
- e) Any impediment, prevention or default, whether by act or omission, by the Employer, The Engineer/Contract Administrator or any person for whom the employer is responsible.
- f) (but in either case excluding such instructions, then, unless in either case that is caused by the negligence or default of the Contractor or his Employees, Agents or sub-contractors, the Contractor may give to the Employer a notice of specifying the event or events (the specified suspension event or events')
- g) If a specified default or a specified suspension event continues for 7 days from the receipt of notice, the Contractor may on, or within 10 days from, the expiry of that 7-day period by a further notice to the Employer terminate the Contractor's Employment under this Contract.

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

- a) Force majeure, or
- b) The Engineer's instruction

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

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

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

**26 Suspension of The Uncompleted Works**

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

**PART F****27 Contractor Performance Report**

- a) It is a requirement of the Client for the Engineer to assess the performance of the Contractor upon completion of the agreed works. The assessment will be based on the following criteria;
- i. The project deliverables achieved,
  - ii. Organization & management of works,
  - iii. Quality of work provided,
  - iv. Health & Safety plan implementation,
  - v. Management of Finances & budget,
  - vi. Technical performance & adherence to specifications,
  - vii. Completion time and scheduling.
- b) The assessment has an overall maximum score of 1 and the following are the ratings that can be achieved;
- 1.00 – 0.75 = Very Good Performance  
0.74 – 0.50 = Good Performance  
0.49 – 0.25 = Poor Performance  
0.24 – 0.10 = Very Poor Performance
- c) If Contractor has attained an overall score less than 0.50 at the end of the contract performance reporting period, the Contractor will be subjected to sanctions by procuring entities.
- d) Once a contractor has attained a first score of less than 0.50 which indicated poor performance, he/she will be sanctioned and is allowed to bid on projects that has an estimated value EC\$50,000 or less. This sanction will be implemented for 12 months.
- e) If the Contractor has a second score on another project less than 0.50, the Contractor will be suspended from being eligible to bid on any project regardless of the value. This suspension and sanctions will run for 1 year.
- f) After a 1-year suspension or sanction, the Contractor will be allowed to bid only on contracts valued at EC\$ 50,000 or less. If on this occasion the Contractor's score is 0.75 or greater only then will he be allowed to bid on contracts valued above EC\$50,000. If his score is less than 0.75 but is equal to or greater than 0.5, he will only be allowed to bid contracts valued at \$50,000 or less until he can achieve a higher score.

**PART G**

**Part G**

**PART G**

**PART G - Specification**

**TABLE OF CONTENTS**

1 General	33
2 Architectural Design Consideration	33
3 Safety Requirements	33
4 Submittals	33
5 Quality Assurance	33
6 Canopy System Performance	33
7 Delivery, Storage & Handling	34
8 Installation	34
9 Warranty	34
10 Structural Concrete Works	35
11 Forms and Headers	35
12 Materials for Reinforced Concrete	35
13 DRYWALL PARTITIONING (To be Inserted)	38
14 35	
14 Detailed Specification	38

## PART G

### 1 General

1.1 Standards listed by reference form a part of this specification section. Standards listed are identified by issuing authority, abbreviation, designation number, title or other designation. Standards subsequently referenced in this Section are referred to by issuing authority abbreviation and standard designation. Typical standards such as ASTM and BS are acceptable; where the Bidder has a variation from the specified standard these variations should be communicated in their submitted Bids. Canopy Contractor shall coordinate all works required with other associated trades.

### 2 Architectural Design Consideration

2.1 The architectural, structural, electrical, and mechanical components must be coordinated to achieve a facility that meets the operational criteria and requirements set forth by an established international standard body for that facility. The interior and exterior design should remain functional; all designs shall meet the requirements of the local authorities.

### 3 Safety Requirements

3.5 **General Safety:** The final design and works executed shall include all features to comply with the established building and safety codes and regulations and applicable OSHA standards. Particular attention shall be given to safety features such as head clearances, ladders, access, mechanical and electrical equipment guards, hazardous energy source lockout, and other safety considerations.

### 4 Submittals

- 4.1 General: Provide submittals in accordance with the Conditions of the Contract.
- 4.2 Product Data: Submit product data sheet(s) for specified products described in the particular specifications.
- 4.3 Shop Drawings: Submit shop drawings showing profile(s), gauge(s), layout and system components, including anchorage, trim and accessories.
- 4.4 Samples: Submit two materials sample pieces for final selection and verification of finishes, colours and textures for floor, ceiling, countertop and exterior wall finishes.

### 5 Quality Assurance

5.1 Contractor should comply with manufacturer's installation guides applicable for all specified systems to be installed in the building. Upon completion of the works, Contractor shall provide a final inspection by a technical representative to confirm that these installations appear to be completed in accordance with manufacturer/ designer's requirements.

5.2 The proposed Manufacturers/ Designer shall have a minimum of five years experience developing similar solutions. This is to ensure that the procured products are of a consistent and acceptable standard that has been tested and proven for more than two years.

5.3 The contractor shall be an experience builder having completed at least 2 jobs of a similar nature. The Contractor shall employ all the relevant skilled personnel inclusive of supervisory foreman to carry out the works and execute the necessary field installations and inspections for quality assurance.

5.4 A Pre-Construction meeting should be conducted prior to the start of the installation to finalize any outstanding issues, questions or details regarding the re-configuration works. A representative for the building owner, architect/engineer and general contractor shall be in attendance

### 6 System Performance

6.1 The system shall take into consideration all loading factors associated with the facility and the surrounding environment. A factor of safety of 1.5 or greater should be considered when designing for live loads, dead loads, etc.

## **PART G**

- 6.2 The building envelope shall be constructed to resist the earthquake and wind loads applicable to building on Montserrat.
- 6.3 Tests should be conducted on all plumbing and electrical systems to identify leaks or faults in the network.

### **7 Delivery, Storage & Handling**

7.1 Imported materials are to be delivered in manufacturer's original, unopened, undamaged containers, boxes and crates with identification labels intact. Contractor shall provide suitable equipment to unload materials without damage. Crates are to remain intact during handling and storage until such time materials are to be installed.

7.2 Materials are to be stored in a dry, well-ventilated, above-ground location if they are not to be used immediately. Any moisture formed on surfaces of materials is to be wiped dry and allowed to dry completely. Stack prefinished material to prevent damage.

### **8 Installation**

- 8.1 Install all proprietary systems in accordance with manufacturer's installation manual, recommendations and supplied shop drawings where applicable.
- 8.2 Install all system such systems to ensure the proper function of the installation.

### **9 Warranty**

9.1 The manufacturer's warranties shall be furnished and shall commence on the Date of Substantial Completion.

**PART G****10 Structural Concrete Works**

Unless otherwise specified, headwalls, drains, culverts and other structural elements shall be constructed of concrete prepared as prescribed below:

- a) All concrete shall be to working strength of 3000 PSI in 28 days, shall have as a minimum OPC content of 500 lbs per cubic yard and a maximum free water/cement ratio of 0.5.
- b) Cover to reinforcement shall be 1.5 inches. Reinforcement shall be deformed type 2 high yield steel reinforcing bars unless shown otherwise on the drawings.
- c) All reinforced concrete shall be fully compacted by means of power driven immersion type vibrators. The concrete shall be vibrated until the section is a solid mass entirely free of voids and cavities. Care should be taken to ensure excessive vibration does not occur. Vibrators shall not be allowed to come into contact with the reinforcement, shutter ties or shutter faces.
- d) The shutters shall not be stripped until the concrete has cured sufficiently to not require the support of the shutters. The concrete must not be loaded or stressed until it has reached an adequate strength to prevent damage occurring. If the Contractor wishes to strip shutters or load the concrete at an early age he must have concrete cubes tested to show that sufficient strength has been attained.
- e) Construction joints at positions where no contraction or expansion joint is to be constructed shall have the full area of reinforcement continuing across the joint. The surface of the joint shall be scabbled to remove surface laitance prior to casting the adjacent section.

**11 Forms and Headers**

11.1 The formwork must be sufficiently rigid and tight to prevent loss of grout or mortar from the concrete at all stages and for the appropriate method of placing and compacting the concrete. Formwork (including supports) shall be sufficiently rigid to maintain the forms in their correct position and to correct shape and profile so that the final concrete structure is within specification. All formwork shall have its surface scraped smooth and clean before re-use. Any damage to formwork shall be repaired before re-use.

11.2 Formwork shall be either wood or metal. They shall be set plumb and true to line to the profiles shown on the drawings. They shall be oiled immediately prior to the placing of the concrete and shall remain in place until the concrete has reached sufficient strength as described in section d above. Formwork must be removed before the work will be accepted.

**12 Materials for Reinforced Concrete**

12.1 **Cement** - Cement shall be Ordinary Portland Cement from a reputable supplier. All cement is to be stored in dry conditions. Any bag opened shall be completely used on the same day or discarded. Any bag found to have become damp or where the cement has partly hardened shall be discarded and not used in the works.

12.2 **Admixtures** - Admixtures shall not be used in concrete without the express consent of the P.W.D. Engineer.

12.3 **Aggregate**

**PART G**

- a) Coarse aggregate shall be clean hard gravel or crushed rock with no deleterious properties. Before the use of aggregate from any source the Contractor shall obtain the P.W.D. Engineers approval of that source, if the Contractor intends to change the source during the works fresh approval of the new source shall be sought. Where required by the Engineer samples of the proposed aggregate shall be tested to ensure that it has satisfactory properties for the proposed use.
- b) Fine aggregate shall be sand or crushed rock fines with no deleterious properties, the requirements for testing and approval shall be as noted for coarse aggregate.
- c) Aggregate extracted for sea beaches shall not be used unless it has been thoroughly washed in clean water and tested to show no salt remains.

**12.4 Reinforcement**

- a) Reinforcing bar or mesh is to be from a reputable supplier and quality certificates shall be supplied when requested by the P.W.D. Engineer.
- b) Reinforcement is to be fixed in the positions shown on the drawings. Reinforcement is to be firmly tied to prevent movement when concrete is placed. Purpose made cover blocks and spacers shall be used as required.
- c) No steel element, reinforcing steel or tie wire shall intrude into the specified cover of the section.
- d) All reinforcement is to have adequate lap where bars join and adequate anchorage into concrete at the free ends of bars, all as shown on the drawings. Consult with the P.W.D. Engineer in the event of any doubt as to the structural requirements.
- e) The contractor shall give the P.W.D. Engineer at least 24 hours notice before casting any element to allow for inspection of the fixed reinforcement and shutters.

**12.5 Formwork** - Formwork shall be set up to give a smooth surface with no visible joints between sheets and no significant marking of the concrete surface with imperfections in the formwork. Formwork oil shall be selected to avoid any staining or marking of exposed surfaces.

**12.6 Mixing**

- a) Concrete shall be mixed by purpose-made, power-driven concrete mixers. Hand-mixing of concrete will not be permitted.
- b) Each batch shall be mixed until the concrete is uniform in colour and consistency and for not less than three (3) minutes, which shall be measured from the time when all the solid material is in the mixing drum. All the mixing water shall have been introduced before 25 percent of the mixing period has elapsed. No further water shall be added to the mix once it has left the mixer. Any concrete which has become partly set or too stiff to compact properly shall be discarded.
- c) Volume batching shall be done in purpose-made boxes or by calibrated concrete mixers or with carrying handles which shall be carefully supervised to ensure that the boxes are struck level each time. Water must be measured by volume.
- d) The mixer and associated batching and placing equipment shall be thoroughly cleaned out at the end of each day's work.

**PART G**

- e) The concrete shall be transported from the mixer to the position of placing quickly and in such a way that segregation does not occur. The time between mixing and placing shall not exceed 10 minutes.
- f) Where requested by the P.W.D. Engineer, the Contractor shall cast concrete test cubes in British Standard cube test moulds using the methods specified in the British Standard. The Engineer can supply copies of the cube making instructions if requested. The Contractor shall be responsible for ensuring that the moulds are available on site when required. The Contractor shall be responsible for ensuring that the cubes are stored in an environment similar to the environment of the structure. The Contractor shall permanently label each cube and keep records indicating where within the structure the concrete represented by the cubes was placed. The Engineer will be responsible for testing of cubes.

**12.7 Placing Concrete**

- a) Before any concrete is placed, an inspection shall be made to ensure that no dirt, shavings, loose stones, etc. have been allowed to remain in or about the formwork. Formwork and reinforcement shall also be well watered immediately prior to placing the new concrete, but standing water in the base of the shutter will not be permitted.
- b) Immediately after being mixed, the concrete shall be deposited in the shutter to an even depth across the entire width of the section. The production and placing of concrete shall be a continuous operation until the position of agreed construction joints is reached.
- c) Concrete shall be placed gently in position to avoid segregation and not allowed to fall freely from a height greater than six (6) feet.
- d) Great care shall be taken to ensure that reinforcement and embedded structural steel is not displaced during concreting or disturbed after the initial set has taken place
- e) The concrete shall be compacted using a powered vibrating poker until the material is satisfactorily compacted and the release of air bubbles has ceased.
- f) At the end of each day's run, or at any time when operations are stopped for a period of more than 20 minutes, a rigid transverse stop end shall be placed at any vertical construction joint formed. All construction joints either horizontal or vertical shall be scabbled to remove any surface laitance before adjacent concrete is cast.
- g) Hand mixing of concrete for structures will not be permitted.

**12.8 Finishing**

- a) Unformed surfaces shall be finished to a smooth trowelled finish worked to give a dense, blemish free surface with no trowel marks.
- b) Application of mortars or screeds to concrete surfaces to fill blow holes or other surface blemishes will only be permitted with the express consent of the P.W.D. Engineer.
- c) All Exposed corners of headwalls, U drains and other concrete elements shall have the corners chamfered with a 1" x 1" (25mm x 25mm) chamfer.

- 12.9 Curing** - Immediately after the finishing operations have been completed and as soon as marring of the concrete will not occur, the entire surface of the newly placed concrete shall be covered and cured. Curing may be accomplished by flooding or by polythene sheeting in close contact.

## **PART G**

### **13 DRYWALL PARTITIONING (To be Inserted)**

#### **14 Detailed Specification**

14.1 Please review the particular specifications provided in the Appendix section of this document in conjunction with the Bills of Quantities and the Working Drawings included in this Bid document.

**PART H**

**PART H**

**PART H - BIDDERS RESPONSE**

**TABLE OF CONTENTS**

1	ITT Document Checklist	40
2	Form of Tender	41
3	Tender Submission Ant-Collusion Certificate	42
4	Bill Of Quantities	43
5	Project Experience	43

**PART H**

**1 ITT Document Checklist**

Project Title: **ITT Montserrat Port Authority Office Re-configuration Works**

Date scheme advertised: **Thursday 14th February 2019**

Tender Deadline Date: **Wednesday 27th February 2019**

Tender Deadline Time: **12:00pm midday**

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

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

- Signed Form of Tender (**Including time for completion and notice period**)
- Completed Bill of Quantities
- Tax Compliance Certificate (**If locally registered**)
- Signed Anti-Collusion Statement
- Bidders Company Details
- Program of Works (Gantt Charts)
- Complete Method Statement
- I/We accept Terms and Conditions of contract contained within this ITT

.....  
Bidders Authorized Signature

.....  
Date

**PART H**

**2 Form of Tender**

The Chairperson  
Public Procurement Board  
Ministry of Finance and Economic Management  
Government Headquarters  
Brades  
Montserrat

Dear Sir/Madam;

**Re: ITT Montserrat Port Authority Office Re-configuration Works**

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

ECS\$  
.....

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

If my/our tender is accepted, I/We undertake to commence the Works within \_\_\_\_ **days** from the date of receipt by me/us of the official order and complete the works within \_\_\_\_ **days** from the date of receipt by me/us of the official order. I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender. I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this tender.

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](mailto:irev@gov.ms)

**Accept the Terms and Conditions contained within this ITT**

Name.....

Signed.....

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

Address.....  
.....

Tel. nr.....

Fax nr.....

Email Address .....

Date.....

**PART H**

**3 Tender Submission Ant-Collusion Certificate**

I/we certify that this tender is made in good faith, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. I/we also certify that we have not and i/we undertake that we will not before the award of any contract for the work:

Disclose the tender price or any other figures or other information in connection with the tender to any other party (including any other company or part of a company forming part of a group of companies of which i am/we are a part of) nor to any sub-contractor (whether nominated or domestic) nor supplier (whether nominated or domestic) or any other person to whom such disclosure could have the effect of preventing or restricting full competition in this tendering exercise

Enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted or otherwise collude with any person with the intent of preventing or restricting full competition

Pay, give or offer pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to another tender or proposed tender for the work any act or thing of the sort described at i), ii) or iii) above.

I/we further declare that i/we have no knowledge either of any sum quoted or of any other particulars of any other tender for this contract by any other party.

I/we further certify that the principles described above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

I/we acknowledge that any breach of the foregoing provisions shall lead automatically to this tender being disqualified and may lead to criminal or civil proceedings. The government of Montserrat shall treat any tender received in confidence but reserves the right to make the same available to any other funding organisation or statutory regulatory authority either having jurisdiction over the works or who may now or at any time in the future have statutory power to require disclosure of this tender.

In this certificate, the word 'person' includes any persons and any body or association, incorporated or unincorporated; any agreement or arrangement includes any transactions, formal or informal and whether legally binding or not; and 'the work' means the work in relation to which this tender is made.

Signature..... In capacity of.....

Date.....2019

Duly authorised to sign tenders and acknowledge the contents of the anti-collusion certificate for and on behalf of:

Name of firm.....

Full postal address.....

Contact no.....

**PART H**

**4 Bill Of Quantities (see Appendix C)**

**5 Project Experience**

5.1 Please list at least 2 projects successfully completed in the last 10years that is of a similar nature.

NO	PROJECT DESCRIPTION	CLIENT	PROJECT VALUE (US\$)	PROJECT DURATION (MM/YR)	
				START	END
1					
2					
3					
4					
5					

**PART I**

# Part I

## PART I – Appendix

### TABLE OF CONTENTS

1	Appendix A – Detailed Drawings	45
2	Appendix B – Detailed Specifications	46

**PART I**

# 1 Appendix A – Detailed Drawings

**PART I**

## **2 Appendix B – Detailed Specifications**

**PART I**

### **3 Appendix C – Bill of Quantities**



MINISTRY OF COMMUNICATIONS WORKS & LABOUR

Brades, Montserrat 664-491-2522