



Ministry of Education, Youth Affairs & Sports

**P O Box 103
Government Headquarters
Brades
Montserrat**

Tel: 664-491-2541/2542
Fax: 664-491-6941
Email: education@gov.ms

Ref: ME 2/7/15

26 February 2019

Dear Sir/Madam,

Invitation to Tender (ITT) for the Deconstruction and Disposal of Debris of Blocks L and M at the Montserrat Secondary School Salem

Bidders are invited to tender for the deconstruction and disposal of debris with salvage and storage of roof sheeting of blocks L and M at the Montserrat Secondary School, in Salem.

The Invitation to Tender (ITT) can be downloaded from the Government of Montserrat website at www.gov.ms/tenders.

The ITT comprises of the following documents:

1. Invitation to Tender
2. Instructions to Tenderers
3. Scope of Works
4. Document Compliance Checklist
5. Form of Tender
6. Anti-collusion Statement
7. General contract Conditions
8. Bill of Quantities
9. Respondent's Identification/Details
10. Evaluation Criteria
11. Programme Dates

Given the nature of works to be carried out, works execution is expected to be done during Easter break 2019. The successful tenderer will be expected to start work on Friday 19 April 2019 and complete the works no later than Sunday 28 April 2019.

To assist in the preparation of bids a site visit will be held on Friday 1 March at 1 pm, at the Montserrat Secondary School. The meeting point will be in front of the school main gate.

Please read the Instructions to Tenderers before completing and submitting your Tender. Failure to read these instructions, may result in missed information which could render your submission non-compliant and would be rejected.

All queries and clarifications should be emailed to Permanent Secretary, Ministry of Education, Youth Affairs and Sports at CFERGUS@gov.ms no later than 4pm on Tuesday 12 March 2019 and copied to Jutleh@gov.ms.

Yours sincerely



Colin H T Fergus
Permanent Secretary

Instructions to Tenderers

1. The contract conditions adopted for this project will be the Government of Montserrat General Conditions of Contract. These terms and conditions will be non-negotiable upon award. If you wish to raise any clarifications or queries then please do so during the clarification period.
2. Tenderers must complete, sign and return the Form of Tender, the Bill of Quantities, Programme of Works, Document checklist, the Anti-collision statement and the Respondent's Identification and Details. Failure to fully complete, including pricing and return these documents with the additional information required by these instructions will render the bid non-compliant and your bid will be rejected.
3. The Tenderers must submit a Tax Compliance Certificate from Inland Revenue along with their submission.
4. All works undertaken will be the subject of taxation in accordance with the current legislation. 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.
5. **Tenderers are asked to submit a list of the available equipment proposed to undertake the works.**
6. The Tenderer **must** submit a detailed Programme of Works with his/her tender showing a list of proposed activities and the duration.
7. The Tenderer must ensure that all works are carried out in a safe manner and the relevant safety precautions incorporated into all activities. The contractor **must complete and** submit a Method Statement, geared at mitigating risks to workers, the public and to surrounding properties on the compound.
8. The Contractor will be deemed to have inspected the site and have become familiar with the environment and working conditions on the site.
9. Tenderers should submit details of their current insurance or a detailed proposal for insurance sufficient to satisfy the requirements for insurance given in the Conditions of the Contract. The insurance shall indemnify contractor and GoM and shall cover a minimum of EC\$100,000.00.


10. Tenders are to be submitted in line with the instructions below;

Submitting a hard copy of your tender.

Steps

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 be 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)

“Tender for the Deconstruction and Disposal of Debris of Blocks L and M at the Montserrat Secondary School”

**The Chairman, Public Procurement Board,
Ministry of Finance & Economic Management, P O Box 292, Brades, Montserrat**

3. Now put this envelope into another plain envelope, its best that this envelope is a size larger (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.;

“Tender for the Deconstruction and Disposal of Debris of Blocks L and M at the Montserrat Secondary School”

**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.***

Tenders are to be received no later than **12:00 mid-day Eastern Caribbean time on Wednesday 20 March 2019.**

Please ensure that no additional marks are placed on the envelope.

11. All tenders/bids will be arithmetically checked, any errors will be brought to the tenderer’s attention. The rates supplied in the completed Bill of Quantities would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price. The corrected price must be agreed by the contractor before the award of contract. **Bill of Quantities form must be**

completed and signed by the Tenderer or their tender may be deemed non-compliant.

12. Tenderers are not allowed to submit alternative tenders.
13. The Government of Montserrat is not bound to accept the lowest tender and has the right to accept or reject any tender.
14. Given that the works will be taking place on the MSS school compound it is critical that all activities be carried out during the Easter break when the school closes to classes. It is important therefore that the **work is commenced by 19 April 2019 and be completed no later than 28 April 2019.**
15. Any and all addendums will be published on the Government of Montserrat website (www.gov.ms). All addendums issued by the GoM shall form part of the Offer. During the procurement process it is the responsibility of the Tenderers to check the GoM website for any addendums issued relating to this procurement.
16. All Tenderers must satisfy the minimum criteria that they have previously successfully completed construction and or deconstruction works contracts of EC\$80,000 or greater. Proof may be in the form of a written submission with details of previous client, addresses. Checks will be made to verify accuracy of the submissions. A contractor will be deemed to be technically suitable to perform the contract if this requirement is met.

Scope of Works

This is a total cost contract inclusive of materials, labour, transportation, profits and overheads.

Scope of Works – Deconstruction and Disposal of Debris of Blocks L and M Montserrat Secondary School, Salem.

The following items are considered to be within the scope of the proposed Deconstruction and Disposal of Debris of Blocks L and M, Montserrat Secondary School, Salem.

Deconstruction

- Secure work site
- Removal and storage of roof sheeting
- Disconnection of electricity and water mains and gas lines from Blocks L and M
- Deconstruction of Blocks L and M (including all foundations, walk-ways, etc.).
- Dispose all deconstructed debris from site, in accordance with instructions from the Ministry of Education and /or their project supervision representatives.
- Cleaning, leveling and tidying up of site.

Deconstruct as per existing buildings:

Blocks L and M, MSS Salem.

- Disconnections:
 - Electrical Works: Disconnect all mains electricity from Blocks L and M
 - Plumbing Works: Disconnect all water mains from Blocks L and M
 - Gas Works: Disconnect all Gas Mains from Blocks L and M
- Deconstruction:
 - Roof: Removal and storage of roof sheeting
 - Walls
 - Floor
 - Foundation: remove all concrete and reinforcement. Fill, level and make safe all trenches.
- Make good and tidy up grounds:
 - Make good the grounds: Fill, level and make safe all trenches.
 - Clean up: Remove **all construction /non-construction** debris from site and dispose of in accordance with instructions from the Ministry of Education and /or their project supervision representatives.

Documents' Compliance Checklist

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

No.	List of Documents to be submitted as tender/bid	Tick to indicate document is submitted
1	The Form of Tender should be fully completed and signed (Including time for completion and notice period).	[]
2	Completed and signed Bill of Quantities	[]
3	Tax Compliance Certificate and Social Security Compliance certificate (<i>If company is Locally Based</i>)	[]
4	Proof of construction contracts valued over \$80,000.00	[]
5	Proposed Programme of Works	[]
6	Proposal for insurance	[]
7	List of available equipment to undertake the works	[]
8	Copies of Addenda (if applicable)	[]
9	Anti-Collusion Statement	[]
10	Respondent's Identification and Details	[]
11	Method Statement	[]
12	Document Checklist	[]

.....
Signed on behalf of Contractor:

Date:

FORM OF TENDER

The Permanent Secretary
Department Tender Board
Ministry of Education
E Karney Osborne Building
Little Bay
Montserrat

Dear Sir,

Re: Tender for Deconstruction and Disposal of Debris Blocks L and M, Montserrat Secondary School, Salem

I/We the undersigned undertake to perform and complete the above captioned works in accordance with the General Conditions of Contract proposed for the sum of:

EC\$

.....

(words).....

.....

.....

If my/our tender is accepted, I/We undertake to commence the said Works by April 19th, 2019 on receipt by me/us of the official contract award letter and to complete the said Works within no more than 10 calendar days thereafter, by April -----28th, 2019.

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.

I/We confirm acceptance of the General Terms and Conditions of services contained within this ITT

Name.....

Signed.....

Name of firm (If Applicable)

Address.....

.....

Tel. nr.....

Fax nr.....

Date.....

GOVERNMENT OF MONTSERRAT
TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE

I/WE CERTIFY THAT THIS TENDER IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE TENDER BY OR UNDER OR IN ACCORDANCE WITH ANY AGREEMENT OR ARRANGEMENT WITH ANY OTHER PERSON. I/WE ALSO CERTIFY THAT WE HAVE NOT AND I/WE UNDERTAKE THAT WE WILL NOT BEFORE THE AWARD OF ANY CONTRACT FOR THE WORK:

DISCLOSE THE TENDER PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE TENDER TO ANY OTHER PARTY (INCLUDING ANY OTHER COMPANY OR PART OF A COMPANY FORMING PART OF A GROUP OF COMPANIES OF WHICH I AM/WE ARE A PART OF) NOR TO ANY SUB-CONTRACTOR (WHETHER NOMINATED OR DOMESTIC) NOR SUPPLIER (WHETHER NOMINATED OR DOMESTIC) OR ANY OTHER PERSON TO WHOM SUCH DISCLOSURE COULD HAVE THE EFFECT OF PREVENTING OR RESTRICTING FULL COMPETITION IN THIS TENDERING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM TENDERING, THAT THEY SHALL WITHDRAW ANY TENDER ONCE OFFERED OR VARY THE AMOUNT OF ANY TENDER TO BE SUBMITTED OR OTHERWISE COLLUDE WITH ANY PERSON WITH THE INTENT OF PREVENTING OR RESTRICTING FULL COMPETITION

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER TENDER OR PROPOSED TENDER FOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT I), II) OR III) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER TENDER FOR THIS CONTRACT BY ANY OTHER PARTY.

I/WE FURTHER CERTIFY THAT THE PRINCIPLES DESCRIBED ABOVE HAVE BEEN, OR WILL BE, BROUGHT TO THE ATTENTION OF ALL SUB-CONTRACTORS, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE TENDER AND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONTRACTORS, SUPPLIERS OR ASSOCIATED COMPANIES WILL BE MADE ON THE BASIS OF COMPLIANCE WITH THE ABOVE PRINCIPLES BY ALL PARTIES.

I/WE ACKNOWLEDGE THAT ANY BREACH OF THE FOREGOING PROVISIONS SHALL LEAD AUTOMATICALLY TO THIS TENDER BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS. THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY TENDER RECEIVED IN CONFIDENCE BUT RESERVES THE RIGHT TO MAKE THE SAME AVAILABLE TO ANY OTHER FUNDING ORGANISATION OR STATUTORY REGULATORY AUTHORITY EITHER HAVING JURISDICTION OVER THE WORKS OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS TENDER.

IN THIS CERTIFICATE, THE WORD 'PERSON' INCLUDES ANY PERSONS AND ANY BODY OR ASSOCIATION, INCORPORATED OR UNINCORPORATED; ANY AGREEMENT OR ARRANGEMENT INCLUDES ANY TRANSACTIONS, FORMAL OR INFORMAL AND WHETHER LEGALLY BINDING OR NOT; AND 'THE WORK' MEANS THE WORK IN RELATION TO WHICH THIS TENDER IS MADE.

SIGNATURE..... IN CAPACITY OF

.....

DATE.....2019

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

NAME OF

FIRM.....

FULL POSTAL ADDRESS.....

TELEPHONE NO..... FAX NO

.....

GENERAL CONTRACT CONDITIONS FOR SUPPLY OF SERVICES

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 the Permanent Secretary, Ministry of Education , E Karney Osborne Building, Little Bay, Montserrat, (hereinafter referred to as "**GOM**") of the one part and
.....
(*supplier's company*)....., whose address is acting herein and represented by (*name of representative*) (Hereinafter referred to as "**the Contractor**") of the other part.

This agreement shall take effect from the ----- day of ----- 2019 and subject to prior termination as provided by this agreement shall continue for a period of ----- calendar days.

In this Agreement, the word "**Agreement**" means these General terms and Conditions together with the Specifications, Methodology, Signed Form of Tender, Priced Bill of Quantities and any other document incorporated into this agreement.

"**Contractor**" includes the Contractor and his/its employees.

"**Deliverables**" includes Specifications, Methodology and any component element of the Works.

"**Works**" means the works to be executed in accordance with this agreement as described in the Specifications and the Methodology.

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

INTERPRETATION

The Contract means the agreement concluded between the GoM (Permanent Secretary, Ministry of Education, E Karney Osborne Building, Little Bay, Montserrat, who will administer this contract) and the Contractor, including all specifications, methodology and other documents which may be incorporated or referred to herein;

The "Contractor" means the company/individual that will be responsible for undertaking the Deconstruction and Disposal of Debris of Blocks L and M of the Montserrat Secondary School, Salem.

The Administrator means the duly authorized representative of **GoM** for the administration of this Agreement who has care and control of this Contract and whose name will be

provided to the **Contractor**. The Administrator shall have final authority for acceptance of the **Contractors** performance, and if satisfactory shall initiate the process for approval of payment to the **Contractor**. No payment shall be made without such approval.

“**The Contract Price**” means the gross price to be paid by **GoM** and the method of Payment of the Contract Price shall be agreed between the parties.

The Works, which is referred to in the **Scope of Works**, refers to all works undertaken by the contractor, as per the Specifications and methodology in the **Tender for Deconstruction and Disposal of Debris of Blocks L and M, Montserrat Secondary School, Salem**.

SPECIFICATION

This means the GoM’s requirements for the **Tender for Deconstruction and Disposal of Debris of Blocks L and M, Montserrat Secondary School, Salem**.

VARIATIONS OF CONDITIONS

The works shall be carried out in accordance with the Specifications and methodology and no amendment or variation either to the terms and conditions or to the Specification shall be made unless agreed in writing between the parties and incorporated into this agreement. **GoM** may at any time by a written notice modify the works described in the specifications and scope of works 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 works as described or furnish a breakdown of estimated changes in costs or delay in the works 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 advice 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.

DELIVERY AND ACCEPTANCE

The Deconstruction and Disposal of Debris of Blocks L and M work’s of the Montserrat Secondary School shall be carried out within the stated timelines and in accordance with the terms of contract. The GoM appointed supervisor of works will carry out inspections and provide updates to the Contract Administrator on the progress and quality of the repair work and whether it satisfies the terms of contract. If at any stage during the performance of the contract that the contractor is found to have deviated in any way from the provided specifications, in the form of material use or work quality, the GoM may terminate the contract and utilize other legal remedies against the Contractor to recover any loss of materials, time or money.

NON-DELIVERY

Without prejudice to any other right or remedy, should the Contractor not carry out the said works or any portion thereof within the time or times specified in the Contract, except in cases of force majeure and subject always to the receipt of written notice within 5 days of the force majeure event that is relied on for the delay, then, the GoM shall be at liberty to terminate the Contract on grounds of non-performance and enter into contractual arrangements with another Contractor to make good such default; and, the GoM shall recover from the Contractor any sum or sums paid to the Contractor in respect of the works.

PAYMENTS

As full consideration for the services performed by the Contractor under the terms of this Agreement, the **GoM** will pay the fees as outlined within 14 days of receipt of an invoice, payable against original invoices delivered to the **GoM** by the 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, or has defectively carried out services required by this Agreement 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.

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract as a debt.

If any fee or portion thereof payable under this Agreement shall be unpaid 15 days after receipt of an original invoice in respect of such fee, the Contractor may give notice to the **GoM** requiring the **GoM** to pay such fee or part thereof and if the **GoM** shall fail to comply with such notice, the Contractor may terminate this Agreement immediately. Nothing stated in this provision shall operate to impair the right of the Contractor to recover any such fee in any other manner.

INDEMNITY AND INSURANCE

Without prejudice to its liability for breach of any of its obligations under the Contract, the Contractor shall be liable for and shall indemnify GoM against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of: -.

- Any loss of or damage to property (whether real or personal) caused by the Contractor, its servants or agents.

- Any injury to any person including injury resulting in death as a direct consequence of or in any way arising out of any negligence on the part of the Contractor in the performance of the Contract.
- The Contractor shall insure against its full liability under this Contract and the Contractor shall produce to GoM upon request documentary evidence that insurance is properly maintained.

ASSIGNMENT

The GoM shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Contractor. However, the Contractor shall not:

- Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the GoM;
- Subcontract any part of the works to any person without the previous written consent of the GoM which, if given shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults or neglect of any sub-Contractor or his agents or employees in all respects as if it were the acts, defaults or neglect of the Contractor or its agents or employees.

CONFIDENTIALITY

All information, specifications, documents and other data which the GoM have imparted and may from time to time impart to the Contractor relating to its business, employees, customers, prices, requirements, and including any technical specifications is proprietary and confidential. The Contractor hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry, or termination of this Contract disclose the same whether directly or indirectly to any third party without GoM prior written consent.

ON-SITE SUPERVISION

The GoM will appoint a site supervisor to oversee the works during its duration. The Site Supervisor will have the authority to approve all works carried out as per the Bill of Quantities and the Specifications and will notify the GoM regarding the quality and progress of works and payment to the Contractor. No payments will be made to the Contractor until a payment mandate is release from the Supervisor to the GoM. The Contractor will liaise directly with the Site Supervisor and the Site Supervisor will liaise directly with the GoM Project Administrator.

TERMINATION

The GoM may terminate this Contract in any of the circumstances set out below by giving to the Contractor notice in writing where the Contractor: -

- Commits a breach of any of its obligations under this Contract;
 - Becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
 - Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
 - Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
 - Has an administrative receiver appointed;
 - Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order;
- In any such circumstances, the GoM may without prejudice to any accrued rights or remedies under this Contract terminate the Contract by giving notice in writing.

If the Contract is terminated as provided in this condition then, The GoM shall: -

- Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;
- Be entitled to repossess any of its Equipment (if any) in the possession of the Contractor;
- Be entitled to deduct any losses to The GoM resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from The GoM to the Contractor as a debt). Such loss shall include the reasonable cost to the GoM of the time spent by them in terminating the Contract as aforesaid have been due to the Contractor.

COMPLETE AGREEMENT

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.

FORCE MAJEURE

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

NOTICES

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

A notice shall be delivered as follows:

A. if to the Contractor, to:

Name:

Designation:

ADDRESS:

Tel: (...)

Fax: (...)

Email:

B. if to the GoM, to:

Name: Mr Colin Fergus

Permanent Secretary, Ministry of Education

E Karney Osborne Building

Little Bay

Montserrat

Tel: (664) 491-2541

Fax: (664) 491-6941

Email: fergusc@gov.ms

MEDIATION AND ARBITRATION

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

SIGNATURES

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

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

A. Contractor

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. Government of Montserrat (GoM)

Name: Colin Fergus

Designation: Permanent Secretary, MoE

Signature.....

Witness Name.....

Designation.....

Signature.....

Bill of Quantities**Deconstruction and Disposal of Debris of Block L and M, Montserrat Secondary School, Salem.**

Item	Description	Quantity	Unit	Rate EC \$	Amount
1.	Disconnections				
1.1	Disconnections: Disconnect all electricity, water and gas mains from Blocks L And M.				
2.	Deconstruction				
2.1	Remove and store roof sheeting				
2.2	Roof				
2.3	Walls				
2.4	Floor				
2.5	Foundation: remove all concrete and reinforcement.				
3.	Make ground good and tidy site				
3.1	Make ground good: fill and level and make safe all trenches.				
3.2	Clean up site: remove <u>all construction /non-construction</u> debris from site. Dispose debris as instructed by the ministry of education and /or it project supervisor.				

Name: _____

Signature: _____

Date: _____

RESPONDENT'S IDENTIFICATION / DETAILS

A	PERSONAL INFORMATION
<p>Company Name----- Registration Number -----</p> <p>Company Address-----</p> <p>-----</p> <p>Contact Person----- Position-----</p> <p>Telephone Number- ----- Fax Number----- Website-----</p> <p>Email Address:-----</p>	

B	QUESTIONNAIRE							
1	Your entity operates as which one of the following?	<table border="1"> <tr><td>Sole Proprietorship</td></tr> <tr><td>Partnership</td></tr> <tr><td>Limited Liability</td></tr> <tr><td>Others</td></tr> <tr><td>(0-1)</td></tr> <tr><td>(1-3)</td></tr> </table>	Sole Proprietorship	Partnership	Limited Liability	Others	(0-1)	(1-3)
Sole Proprietorship								
Partnership								
Limited Liability								
Others								
(0-1)								
(1-3)								

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

(Tick where applicable above)

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

EVALUATION OF TENDER

Evaluation Criteria

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

Criteria Description	Weight (%)
Price	55
Technical Compliance	45
<ul style="list-style-type: none"> • Experience • Programme of Works • Method Statement 	15 15 15

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

Price (55%)

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

Technical Compliance (45%)

Adherence to technical specification is paramount. The assurance of Technical Compliance should be demonstrated in the following three components: Experience, Programme of Works and Method Statement. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenders.

(a) Experience (15%)

Prospective tenderers need to provide (1) details of at least 3 previous construction and or deconstruction contracts completed within the past 8 years with a value of a minimum \$80,000 for material and labour and a minimum value of \$50,000 for labour only. These details should include but are not limited to the name of the entity or

person for which the work was completed; contact information for the entity or person; the value of the works completed; and the location of the works. In addition, the prospective tenderer can submit award letters for works in lieu of the above-mentioned information. (2) Provide a list of equipment required to complete scope of works, indicating ownership or rental.

Start Date or Date of Award	Description of Works	Name of Client	Price of Contract	Date Completed

List of Equipment required to carry out Scope of Works	Equipment Ownership Status	
	Supplier / Contractor Owned	Supplier / Contractor would Rent

(b) Programme of Works (15%)

A detailed description of the plan of action which outlines the use of all resources within the quoted time to deliver the desired project output. This plan should be sufficiently detailed to guide the project at every stage and to provide the assurance that every necessary aspect to deliver the required output, on time and on budget has been considered.

(c) Method Statement (15%)

A Method Statement is required to demonstrate that all health and safety issues have been considered and that persons and property are kept safe and secure at all times of the project, thus reducing likely hazards of injury or property damage. This statement should include, but is not limited to:

- Overview of the entity in control of the activity.
- A brief of the individuals responsible for the activity.
- A description of the activity.
- A description of how the work will be managed.
- The location of the activity, its boundaries, means of access and how it is segregated from other activities.
- Plant and equipment required.
- A step by step description of the activities to be undertaken.
- Precautions necessary to protect workers, and other people that could be affected, including personal protective equipment and ventilation requirements.
- The need for specially-trained operators for certain activities.
- Emergency procedures, including the location of emergency equipment.
- The method for safeguarding existing structures.

Programme Dates

Project Title: *“Tender for Deconstruction and Disposal of Debris of Blocks L and M, Montserrat Secondary School”.*

Publish: Tuesday 26 February 2019

Site Visit (meeting at the MSS gate): 1 pm Friday 1 March 2019

Queries and clarifications: No later than 4pm on Tuesday 12 March 2019

Tender Submission Date: Wednesday 20 March 2019 (12:00 midday)

Project Implementation: Friday 19 April to Sunday 28 April 2019