



**Invitation to Tender
for
Montserrat Secondary School
Blocks L and M
Structural Assessment Report**

Procurement Details

Project Details	Deliverable
<p>Invitation to Tender for Structural Assessment Report for Blocks L and M at Montserrat Secondary School</p>	<p>Date Published on Government of Montserrat Website Thursday 8th August 2019</p>
<p>Access to the ITT Suite of Documents There are 2 options for gaining access to the ITT.</p>	<p>Hard copies can be downloaded from the Government of Montserrat website at http://www.gov.ms/tenders/. Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at https://www.mytenders.co.uk/. If you are intending to make an electronic submission to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.</p>
<p>Clarification deadline and contact details</p>	<p>Monday 19th August 2019</p>
<p>ITT submission deadline</p>	<p>Friday 23rd August 2019 no later than 12.00 midday</p>
<p>Tender Submission address</p>	<p>The Chairperson Departmental Tenders Committee, Ministry of Finance and Economic Management, Brades, Montserrat.</p>
<p>Contract Commencement – this is an indicative date and maybe subject to change.</p>	<p>September 2019</p>

1. Invitation to Tender

Potential bidders are invited to bid for the Structural Assessment of Blocks L & M of the Montserrat Secondary School.

Included in this tender dossier are the following documents:

- 1) Invitation to Tender
- 2) Instructions to Tenderers
- 3) Terms of Reference Scope of Work
- 4) Evaluation Criteria
- 5) Respondent's Identification/Details
- 6) Relevant Experience
- 7) Price and Time Breakdown
- 8) Form of Tender
- 9) General Conditions of Contract
- 10) Anti-Collusion Statement
- 11) Tender Document Checklist

Tender submission deadline is **12:00 mid-day** Eastern Caribbean time on **Friday 23rd August 2019**.

The opening of the tenders will be at 2:00pm Eastern Caribbean Time on Wednesday 14th August 2019.

Please read instructions to bidders before completing your submission. Failure to follow instructions may result in your bid being deemed non-compliant and being rejected.

If you require any clarification please write to MS Harjinder Jutle, Head of Procurement at Jutleh@gov.ms no later than Monday 12th August 2019.

2. Instructions to Tenderers

1. The Montserrat General Conditions of Contract will be adopted for this contract.
2. Tenderers must complete the Form of Tender, Document Check List, Anti-collusion statement and Bill of Quantities for the works. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
3. 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. Tenders received with improper tax compliance certificates would be rejected.
4. Tax- 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. All works undertaken will be the subject of taxation in accordance with the current legislation. Tenderers must submit a current Tax Compliance Certificate with their bid **if locally based**.
6. The tenderer will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.
7. All works undertaken will be the subject of taxation in accordance with the current legislation.
8. The successful tenderer will be asked to provide 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 indemnify the professional. **This will be requested before the signing of the contract.**
9. Tenders must be returned in line with the instructions for submitting a Tender. **Late submissions will not be considered.**
10. Tenderers are to provide all document or information requested as part of their tender submission.

11. All tenders will be arithmetically checked; any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
12. Tenderers are not permitted to submit alternative tenders.
13. The Government of Montserrat is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.

Submitting a Bid/Tender

There is one option for 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 proposal 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*)

Tender for the Montserrat Secondary School Blocks L & M Structural Assessment Report
The Chairperson, Departmental Tenders Committee
Ministry of Finance and Economic Management
P.O. Box 292, Brades, Montserrat, MSR1110

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.;

Tender for the Montserrat Secondary School Blocks L & M Structural Assessment Report
The Chairperson, Departmental Tenders Committee
Ministry of Finance and Economic Management
P.O. Box 292, Brades, Montserrat, MSR1110

**NB: Envelope 2 must not have the Bidders name on it or any other markings. Failure to comply with this requirement will lead to your submission being deemed non-compliant and not considered any further.*

Tenders are to be delivered to the address above. Tenderers will be given a receipt.

3. Terms of Reference

MONTERRAT SECONDARY SCHOOL BLOCKS L & M STRUCTURAL ASSESSMENT REPORT

Introduction

- 1.1 The Government of Montserrat, with the support of the UK Department for International Development (DFID) is commissioning a structural assessment of two buildings (namely Blocks L and M) at the Montserrat Secondary School (MSS) campus, in order to support decision-making with regards to future use of the structures.
- 1.2 Previously identified issues with these structures has led to their abandonment, resulting in a significant loss of capacity at the school. Therefore, the Government seeks an updated view on the structural health of these buildings, together with a proposal for the works required to bring them back into a state of structural repair for utilization.
- 1.3 This Terms of Reference (ToR) therefore details the requirement for the Consultant to undertake a review of existing structural reports relating to Blocks L and M, to provide a new structural assessment of the buildings, and to provide options for bringing the buildings back into use.

Context of Montserrat's Capital Investment Programme for Resilient Economic Growth (CIPREG)

- 2.1 Prior to 1989, Montserrat was a small economy on the verge of becoming self-sufficient with a population of 12,000. However, two natural disasters, Hurricane Hugo in 1989 and the destructive volcanic eruptions from 1995 to 2010 affected all aspects of Montserratian social and economic life. Plymouth, the capital was destroyed and almost two thirds of the island is now beyond productive use and lies within an exclusion zone. After massive evacuations and emigration over the last 20 years, the population decreased to 4,922. With the support of external funding from UK, European Union, and the Caribbean Development Bank, elements of the country's social and economic infrastructure are being rebuilt in the North.
- 2.2 DFID has invested in infrastructure development on Montserrat since the volcanic eruptions of the late 1990's. In Sept 2018, DFID ministers approved the **Montserrat Capital Investment Programme for Resilient Economic Growth (CIPREG)**. Under the programme, the UK Government will provide up to £30 million over five years (2018-2023) for strategic infrastructure development on Montserrat, to support economic growth, enhance resilience against natural disasters and promote the role of private sector. In 2019, it was agreed that urgent improvements to the Montserrat Secondary School may be pursued under the CIPREG Programme.

Context for the Structural Assessment

- 3.1 The Montserrat Secondary School hosts a student population of 319 pupils on a campus that spans approximately 2.3 acres in the Salem area of Montserrat. This secondary education institution contains a tennis court, playing field, and 13 buildings which host administrative facilities, a library block, a bathroom block, and classroom facilities that house the 25 subject areas offered at the school.

- 3.2 The Consultant, whilst making a fresh assessment of the structural health of the two buildings, should be aware of previous reports and government actions relating to the structural health of Blocks L and M. Following a report by Alpha Engineering in 2018, GoM deemed it necessary to condemn these two (2) blocks for future use, until structural concerns could be addressed. These two buildings recently housed ten (10) classrooms, which have since been dispersed to temporary shared spaces throughout the existing campus. A new structural assessment is now sought, together with an indication of the scope, estimate and schedule for potential viable options to restore these buildings to operational use.
- 3.3 The options to restore use to Blocks L & M should take account of the OECS Building Code 2015, the CDEMA Model Safe School Toolkit, as well as the UK's Advice on Standards for School Premises (March 2015) document.

The Objectives

- 4.1 To produce a full structural assessment of Blocks L and M.
- 4.2 To use this assessment to generate options to restore the buildings to conditions to enable their safe continued use.
- 4.3 To provide associated specifications, bills of quantities, scope summaries, cost estimates and indicative implementation plans for the identified options.

Completion of the above tasks will enable the Government of Montserrat to make an informed decision on the future use of Blocks L and M.

The Recipient

- 5.1 This work is to be produced for the Government of Montserrat, and will be monitored by the CIPREG Programme Board comprising of Government of Montserrat Representatives and DFID-OTD Montserrat team members.

The Scope

- 6.1 The Consultants will be responsible for developing recommended engineering options for Blocks L & M of the Montserrat Secondary School campus, according to the scope and standards outlined below.
- 6.2 Details regarding the scope and parameters of work are as follows:
- a. The project site is the current Montserrat Secondary School site.
 - b. The recommended options should each ensure a structural life of a minimum of 10 years for Blocks L & M.
 - c. Considerations should be given to implementation constraints arising from working within the premises of an operational school campus.
 - d. Standards –
 - i. The OECS Building Code 2015 will be the primary building code being adhered to.
 - ii. It is understood that although Montserrat falls outside of the UK health and safety legislation and legal jurisdiction, it is still recommended that wherever possible, UK best practice be considered. If an overseas

Consultant is awarded the work, then every effort should be made to achieve local best practice. In addition to UK standards and regulations the *Advice on Standards for School Premises* document (March 2015) and other related documentation should be considered.

- iii. The CDEMA Model Safe School Programme content should be considered within the recommendations
- e. The structural assessment of the buildings should be comprehensive (including foundations, structural frame, flooring, roof and building access features), and use non-destructive techniques.
- f. The Consultants will undertake a minimum of one visit to Montserrat, followed by regular communication on preliminary recommendations and estimates.
- g. All documentation should be provided in editable Microsoft Office format, or related software, as agreed by the Head of the Programme Management Office.

Deliverables

7.1 The success of this project will be measured by the timely achievement of the following deliverables:

- i. Confirmation of review of existing reports produced by structural engineering consultancies (and other relevant supporting information).
- ii. Perform detailed, but non-destructive structural condition assessments of Blocks L & M of the Montserrat Secondary School Campus in Salem.
- iii. Prepare structural engineering analysis, preliminary designs, plans, scope summaries, and bills of quantities, for each option to bring Blocks L & M into operational use.
- iv. Produce accurate calculations of proposed structural and associated works for all proposed recommendations.
- v. Develop preliminary cost estimates for each identified option.
- vi. Develop preliminary implementation schedules for each identified option, with due regard to the constraints of renovations or construction within the vicinity of existing classroom blocks.
- vii. Provide evidence of considered assumptions, risks, benefits and disbenefits, for each identified option.

Reporting

8.1 The Consultants will report to the Head of the Programme Management Office in the Ministry of Finance & Economic Management. As a minimum, the Consultants will provide a summary report following the structural review, and a final report containing the deliverables outlined above.

Timeframe

9.1 Due to the urgent nature of this work, schedule is a key driver. The timeframe for 4 weeks from contract mobilization.

Logistics/Security

10.1 The Government of Montserrat has an upfront duty to make a subjective assessment as to whether the particular Consultants are able to properly discharge its security and safety responsibilities in light of any foreseeable risks. This aspect of Duty of Care applies regardless of whether GoM is directly supervising or directing the work of the Consultants.

10.2 Principles

- Consultants are responsible for the provision of suitable arrangements for their domestic and business property unless a clear exception has been stated and agreed contractually.
- GoM will advise Consultants through regular security briefings, taking care to ensure the accuracy of the statement and state any limitations.
- GoM does not engage in the provision of security outside any agreed contractual terms.
- If there is reason to believe Consultants will not in practice be able to live up to the Duty of Care commitments within the contract, we should consider whether to terminate or suspend the contractor, or to vary the terms.

10.3 The Consultants are responsible for the health, safety and well-being of their personnel (this includes both directly and indirectly employed staff). This includes ensuring appropriate security arrangements are in place during travel to and from Montserrat and whilst on Montserrat, noting that the building environment in question has previously been declared as unsafe.

10.4 GoM will share any available information with the Consultants on the security status and developments in Montserrat.

Required Profile and Qualifications

- The ideal consultancy would employ professionally qualified Structural Engineers (or similar disciplines) who have at least a Master's Degree in Structural Engineering and are professionally licensed in the field of Structural Engineering;
- The lead structural engineer should have a minimum of 10 years' experience in Structural Engineering, including management skills and demonstrable knowledge in conducting Engineering Audits, and/or forensic structural engineering.
- The consultancy should be experienced in the area of building structural assessment, and structural analysis & design.
- Knowledge of, but not limited to:
 - Structural Engineering;
 - Educational Facilities Design;
 - OECS Building Code 2015, as well as regional and international design standards,
- The Structural Engineering consultancy must have good communication skills, coupled with excellent time management skills.

List of Annexes

- Annex A – FDL Structural Conditions Assessment Report – Volume II
- Annex B – Alpha Engineering & Design Report – Corrective and Preventative Maintenance Plan and Costing 2018.
- Annex B – Alpha Engineering & Design Report – Condition Assessment Report 2018.

4. Evaluation Criteria

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

Criteria Description	Weight (%)
Administrative Compliance	Pass/Fail
Cost Proposal	40
Delivery Time	20
Technical Compliance & Tenderer's Experience	40

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

Administrative Compliance (Pass/Fail)

Tenderers must submit all the documents requested in the tender document. The tender checklist provides a list of requirements which need to be fulfilled. All Tenderers are required to fully complete the Form of Tender including the commencement time and the proposed completion time which are highlighted. In addition, they need to fully complete the Bill of Quantities provided. A valid Tax Compliance Certificate need to be submitted with their submission. Tenderers should sign and date the Anti-Collusion statement. Similarly details of previous experience must be submitted in accordance with the Technical Compliance below. This is a pass/fail criteria. If **all** the above requirements are fulfilled, then the tenderer would move onto the other evaluation criteria. If any of the above mentioned items are not submitted then the tender would be deemed non-compliant and rejected.

Cost Proposal (40%)

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 criterion and these will be considered proportionately. Government of Montserrat is not bound to accept the lowest or any tender. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenders.

Delivery Time (20%)

A higher than normal weighting has been given to delivery schedule, so that preference can be given to those contractors that can deliver the service at the earliest time. The percentage for this criterion will be calculated proportionately to the time submissions from other tenders.

Technical Compliance & Experience (40%)

Adherence to technical specification is paramount. Prospective tenderers need to provide details of at least 2 previous contracts completed within the past 10 years of a similar nature to the scope of works of this tender with a value of a minimum \$30,000.00 for material and Labour and a minimum value of \$12,000 for Labour only. These details should include but are not limited to the following; the entity or person for which the work was completed, contact information for the entity or person, the value of the works, the location of the works. In addition, the prospective tenders can submit award letters for works in lieu of the above mentioned information. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenders.

Quality Evaluation Methodology

Quality will be measured upon evaluation of Bidders’ responses to the Technical Questionnaire. Each question in the Technical Questionnaire is marked using the following scores:

Scoring - Quality Criteria	
Rating of Response	Score
Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	9 – 10
Good or Fully Compliant Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	7 – 8
Satisfactory or Compliant Submission which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the Council is relatively confident that the Tenderer has the ability to meet the requirements of the Contract.	5 – 6
Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The Council has minor concerns regarding the Tenderers ability to meet the requirements of the Contract.	3 – 4
Unacceptable or Non-Compliant (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the Council has major concerns regarding the Tenderers ability to meet the requirements of the Contract.	1 – 2
An answer to the question has not been provided or the Tenderer has not understood the requirements of the question and therefore the answer provided does not address the question.	0

Technical Questionnaire

Weighted quality scores will be calculated by multiplying the score for each quality question by its individual weighting. The weighted scores will be totalled for each bid.

Question 1: (30%)

Please describe your experience in carrying out similar Structural Engineering Audits and Design works.

Bidders response:

Question 2: (20%)

Please describe below the process of how you will deliver the scope of works described in Terms of Reference.

Bidders response:

Question 3: (20%)

Please outline your approach to carry out structural analysis and preparing relevant key reports.

Bidders response:

Question 4 (10%)

Please outline your approach to ensuring that key outputs and deliverables are met within the required timescales.

Bidders Response:

Question 5 (5%)

How will you incorporate and meet the needs of people with varying abilities such as sensory, physical and psychological challenges.

Bidders Response:

Question 6 (10%)

Please outline your experience in the area of forensic structural engineering and condition assessments.

Bidders Response:

Question 7 (5%)

What resources will you dedicate to the completion of this project?

Please include your availability, on site and off site, working days and hours.

Bidders Response:

5. 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?	Sole Proprietorship
		Partnership
		Limited Liability
		Others
2	How many years has your entity been in operation?	(0-1)
		(1-3)
		(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>	

6. Relevant Experience

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

7. Price and Time Breakdown

Services Element	Price	Time Schedule
Site Visit		
Submission of preliminary Structural Assessment Report of MSS Blocks L & M.		
Submission of resolution options with cost estimates. Provide Implementation Schedules, Risks, Benefits, Disbenefits for each option.		

8. Form of Tender

The Chairperson
Departmental Tender Committee
Ministry of Education, Youth Affairs and Sports
E Karney Osborne Building
Little Bay
Montserrat

Dear Sir/Madam;

Re: ITT for Structural Assessment Report at MSS

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

EC\$

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

If my/our 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.

I/We accept the General Terms and Conditions of Contract contained within this ITT.

Name.....

Signed.....

Name of firm (If Applicable)

Address.....

.....

Tel. no.....

Fax no.....

Email Address

Date.....

**Terms and Condition of Contract
AGREEMENT**

between

GOVERNMENT OF MONTSERRAT

and

.....

Service Contract

This Agreement (“the Agreement”) effective as of.....day of..... 2019 is by and between....., an entity having a mailing address of(“XXX) or (“XXX”), and the Ministry of Education (MoE) , having a mailing address of P.O. Box 103, E. Karney Osborne Building, Little Bay, Montserrat, West Indies.

RECITALS:

WHEREAS, the Ministry of Education (MoE) desires to retain the Engineering Consultancy (XXX) to provide services and to undertake the objectives set out in Schedule “A; and

WHEREAS, the **Consultancy** desires to perform such services as described in this Agreement.

NOW, THEREFORE, the MoE and the **Consultancy** hereby agree as follows:

1. STRUCTURAL ASSESSMENT OF BLOCKS L & M OF THE MSS

The Consultancy represents that it is fully experienced and properly qualified to perform the Services as provided under this Agreement as set out in Schedule “A” and that it is, and will remain for the duration of this Agreement, properly permitted, licensed, equipped, organized and financed to perform such Services.

2. INDEPENDENT CONTRACTOR

Except as otherwise expressly provided in this Agreement or otherwise authorized in writing by the MoE, in performing the Services and incurring expenses under this Agreement, the **Consultancy** shall operate as, and have the status of, an independent contractor and shall not act as agent or be an agent of the MoE. As an independent contractor, the **Consultancy** shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the **Consultancy** personnel engaged in the performance of the Services.

3. ASSIGNMENT

The **Consultancy** shall not assign any of its rights, interests or obligations under this Agreement or subcontract any of the Services to be performed by it under this Agreement without the express written consent of the MoE. Any subcontract or Assignment shall be subject to all terms of this Agreement. The MoE shall have the right to assign this Agreement to a third party upon notice to the Consultancy.

4. COMPENSATION AND PAYMENT

For satisfactory performance of the Services, or as may be modified by mutual agreement, the MoE agrees to compensate the Consultancy an amount not to exceed Inclusive of reimbursable expenses, as set forth in Schedule “B” attached hereto.

5. CONFIDENTIALITY

(a) For purposes of this Clause:

(1) The term “Confidential Information” as used herein means all material and information, whether written or oral, received by the **Consultancy** from or through the MoE or any other person connected with the Project, or developed or otherwise received or obtained by the **Consultancy** in connection with the Project or the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports and other documents, in draft or final form, including any documentation or data relating to the results of investigations, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.

(2) The term “**Consultancy**” as used herein includes all officers, directors, employees, agents, representatives and sub-consultants of the **Consultancy**.

The **Consultancy** shall mark all Confidential Information as “Privileged and Confidential” and keep all Confidential Information in a secure location within the **Consultancy** offices. The MoE shall have the right, but not the obligation, to enter the **Consultancy** offices in order to inspect the arrangements of the **Consultancy** for keeping the Confidential Information secure. No inspection by the MoE shall relieve the **Consultancy** of the responsibility for the performance of its obligations hereunder.

(b) The **Consultancy** shall hold the Confidential Information in trust and confidence, shall not disclose the Confidential Information or any portion thereof to any third party without the prior written consent of the MoE, and shall not use the Confidential Information or any portion thereof for any purpose whatsoever except in connection with the performance of the Services under the Agreement.

(c) The **Consultancy** shall notify the MoE immediately upon receipt by the **Consultancy** of any request for Confidential Information. The **Consultancy** is not prohibited by this Clause from disclosing portions of the Confidential Information if, and to the extent that, such portions have become generally available to the public other than by an act or omission of the **Consultancy** or any of its subcontractors, or disclosure of such portions is required by subpoena, warrant or court order; PROVIDED, however, that in the event that any third party, including but not limited to a governmental employee, officer or entity, requests all or a portion of the Confidential Information, the **Consultancy** shall oppose such request and cooperate with the MoE in obtaining a protective order or other appropriate remedy unless and until the MoE in writing –

(i) waives compliance with the provisions of this Clause; or

(ii) determines that disclosure is legally required. In the event that such protective order or

other remedy is not obtained, or the MoE waives compliance with this Clause or determines disclosure is legally required, the **Consultancy** shall disclose only such portions of the Confidential Information that, in the opinion of the MoE, it is legally required to disclose, and the **Consultancy** shall use its best efforts to obtain from the party to whom the Confidential Information is disclosed written assurance that confidential treatment will be accorded to such portions of the Confidential Information as are disclosed.

- (d) To the extent the copies of documentary Confidential Information are authorized by the MoE to be retained by the **Consultancy** they shall be retained in a secure location in the **Consultancy** office for a period of seven (7) years after completion of the Services or termination of this Agreement, and thereafter, disposed of at the MoE's direction.

6. MoE'S OWNERSHIP OF DOCUMENTS

Notwithstanding any other provision herein to the contrary:

- (a) Without payment of additional compensation to the **Consultancy**, any documents prepared by the **Consultancy** for this Project shall become the MoE's property upon completion, cancellation, suspension or termination of the Services or this Agreement and upon payment of all sums due to the **Consultancy** for work properly performed. Reproducible copies of the original documents shall be turned over to the MoE at that time in a format reasonably acceptable to the MoE.

- (b) Reuse of any of these documents by the MoE shall be at the MoE's risk.

The **Consultancy** shall be permitted to retain copies, including reproducible copies, of any or all documents for such use as it may require, except that use of any document without substantial modification shall be attributed to the MoE and shall have the MoE's prior written consent. Any such re-use by the **Consultancy** shall be at its own risk.

To the extent that the MoE has paid for the **Consultancy** Services under this Agreement, the **Consultancy** hereby grants to the MoE a non-exclusive, perpetual, royalty-free license to the intellectual property embodied in the documents prepared by the **Consultancy** in connection with the Project. The MoE may make any changes, additions, and deletions thereto, all without further permission or consent of the **Consultancy**, although the **Consultancy** shall not be liable to the MoE or any third party as a result of any such changes, additions, or deletions. The MoE agrees to indemnify, defend and hold harmless the **Consultancy** from and against any damages, losses, costs or expenses (including reasonable attorneys' fees) arising out of any such changes, additions or deletions by the MoE.

7. INDEMNIFICATION

The **Consultancy** agrees to indemnify, defend and hold harmless the **Consultancy**, against any and all claims, losses, damages, liabilities, costs or expenses (including, without limitation, attorney's fees and costs of litigation and or settlement, whether incurred as a result of a claim by a third party or an indemnity hereunder) arising out of the Services performed pursuant to this Agreement, except to the extent arising out of the negligence or willful

misconduct of the Indemnified Party that is seeking to be indemnified.

8. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DISCREPANCIES

In the case of conflicts, discrepancies, errors or omissions among the various parts of this Agreement, the **Consultancy** shall submit the matter immediately to the MoE for clarification. Any Services affected by such conflicts, discrepancies, errors or omissions which are performed by the **Consultancy** prior to clarification by the MoE shall be at the **Consultancy's** risk.

9. RESPONSIBILITY TO CORRECT DEFICIENCIES

It shall be the **Consultancy's** responsibility to correct, in a timely fashion and at the **Consultancy's** sole expense, any deficiencies in its Services resulting from the **Consultancy's** failure to act in accordance with the Standard of Care, provided such deficiencies are reported to **Consultancy** within one hundred twenty (120) days after completion of the Services, i.e., on expiry of the Defects Liability Period.

10. TERMINATION

The MoE may, by written notice to the **Consultancy** effective upon receipt, terminate this Agreement in whole or in part at any time (subject to the provisions of Clause 16 of this Agreement), either for the MoE's convenience or for the default of the **Consultancy** provided, however, that such termination shall not relieve the MoE of its obligation to pay charges justly due to the **Consultancy** or Services properly performed and expenses properly incurred prior to such termination. Upon termination, the **Consultancy** shall deliver to the MoE all documents required to be delivered pursuant to Clauses 6 and 7.

11. FORCE MAJEURE

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party, and which by that party's exercise of due diligence and foresight could not reasonably have been avoided. Upon removal of such cause, the party affected shall resume its performance as soon as reasonably possible. Neither the **Consultancy's** financial inability to perform nor an event, which could have been prevented, had the **Consultancy** acted in accordance with the Standard of Care shall be deemed to be an event of Force Majeure.

12. WAIVER

The failure of the MoE to enforce, at any time, the provisions of this Agreement does not constitute a waiver of such provisions in any way or waive the right of the MoE at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions.

None of the conditions of this Agreement shall be considered waived by the MoE unless such waiver is explicitly given in writing by the MoE. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms or conditions of this Agreement unless expressly stipulated in such waiver.

13. GOVERNING LAW

This Agreement shall be governed by the laws of Montserrat, without regard to its conflict of law's provisions.

14. ENTIRE AGREEMENT AND SEVERABILITY

The rights and obligations of the parties, and their respective agents, successors and assignees hereunder shall be subject to and governed by this Agreement, including Schedules "A", "B", which supersedes any other understandings or writings between the parties. No changes, amendments or modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. The invalidity of one provision, or invalid application thereof, of this Agreement shall not affect the validity of any other provision or any other application of any provision of the Agreement.

15. DISPUTE RESOLUTION

- (a) Any controversy or claim arising out of or relating to this Agreement or the breach hereof, shall be subject to good faith negotiation and/or mediation as a condition precedent to binding dispute resolution. The MoE and the **Consultancy** will attempt in good faith to promptly resolve any controversy or claim arising out of or relating to this Agreement or the breach thereof by negotiations between representatives of each party who have authority to settle the controversy. The disputing party shall give the other party written notice of the dispute, which notice shall include a general description of the dispute, and the name and title of the individual who will represent that party. The representatives shall meet at a mutually acceptable time and place within seven (7) calendar days after the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.
- (b) If good faith negotiations are not successful, the parties shall endeavor to resolve their disputes by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 45 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If binding dispute resolution is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the mediators (s) and agree upon a schedule for later proceedings.
- (c) If the dispute has not been settled within 45 calendar days after the date of the disputing party's notice under Clause 15 (a) above, any lawsuit or proceeding regarding or relating to an unresolved dispute between the parties, regardless of whether there are other parties to

the dispute, shall be commenced and filed in Montserrat.

- (d) The **Consultancy** shall and shall cause its sub consultants, if any, to continue full performance under this Agreement pending the above claim resolution procedures and the ensuing litigation proceedings, if any, unless and until either MoE the **Consultancy** terminates this Agreement or the Final Completion Date occurs.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be deemed effective as of the date first written above.

Structural Engineering Consultancy (XXX):

.....

By: _____

Printed Name: _____

Title: _____

Dated: _____, 201_

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

10. Tender Document 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 will result in the bid being considered non-compliant and rejected.

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

- | | |
|--|--------------------------|
| Signed Form of Tender (Including time for completion and notice period) | <input type="checkbox"/> |
| Completed Price Breakdown | <input type="checkbox"/> |
| Tax Compliance Certificate | <input type="checkbox"/> |
| Signed Anti-Collusion Statement | <input type="checkbox"/> |
| Details of Contractor Experience | <input type="checkbox"/> |
| Respondent's Identification Details | <input type="checkbox"/> |
| Completed Technical Questions | <input type="checkbox"/> |

.....
Signed on behalf of Contractor

.....
Date