

FINANCIAL SERVICES COMMISSION BUILDING

Little Bay, Montserrat

Part A-Bidding Procedures

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1.0 INSTRUCTIONS TO BIDDERS

The following instructions have been included for the advice and guidance of Bidders/Tenderers. Care should be exercised that the conditions and clauses are adhered to, since failure to comply may result in the refusal of a tender/bid.

1.1 Contents of Bidding Documents

The Bidding Documents consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any addenda issued by the Employer.

PART 1: Bidding Procedures

PART 2: Work Requirements

PART 3: Conditions of Contract & Contract Forms

1.2 Confidentiality of Documents

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

1.3 Submission of Tenders

The Tender shall be submitted before the day and hour of tender closing stated in the Invitation to Tender. The Form of Tender shall be signed by an authorised officer of the firm, company, partnership or joint venture. The completed Tender must be submitted using the Form of Tender, from the Tender package provided.

Hard Print Submission: The Tender and all supporting prepared and priced documents shall be enclosed in a sealed inner envelope which bears the name of the Bidder and the name of the Tender. This must be placed in an outer envelope bearing **only** the words

"Tender for FINANCIAL SERVICES COMMISSION BUILDING,

Little Bay, Montserrat" with no indication of the identity of the sender. The envelope must be addressed to:

**The Commissioner
Financial Services Commission
Valley View
Brades, Montserrat**

Electronic copies of tenders may also be submitted via email to: fsccomr@candw.ms and fscmrat@candw.ms. If Bidders are intending to make an electronic tender submission, kindly register interest via email to: fsccomr@candw.ms and fscmrat@candw.ms at the earliest opportunity. All tenders must be submitted before the tender deadline stated in the invitation to tender.

1.4 Documents for Tender/Bid Submission

The Tender submission shall comprise the following:

A	The completed Form of Tender (<i>see Part A 3.0 Bidding Forms</i>)
B	The completed forms required for the Technical Proposal (<i>see Part A 3.0 Bidding Forms</i>)
C	The completed forms required for Bidder Qualification (<i>see Part A 3.0 Bidding Forms</i>)
D	The priced Bill of Quantities, Day Works, MEP Schedules of Works & Optional Works
E	A written confirmation authorizing the signatory on the Form Tender to commit the Bidder

1.5 Joint Venture Bids

Any bids submitted by a Joint venture group shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

1.6 Basis of Tender

This Tender is based on the Bills of Quantities, Drawings, Specifications, Conditions of Contract and the Standard form of Contract and hereinafter referred to as the Contract Documents.

1.7 Unauthorized Document Alteration

No unauthorized alteration or addition should be made to the Form of Tender, to the Bills of Quantities or to any other component of the Tender Document. If any such alteration or addition is made or these instructions are not fully complied with, the Tender may be rejected. Should any further information be required, it will be supplied on request by the Architect.

1.8 Neglect or failure of Bidder

Any neglect or failure on the part of the Bidder to obtain reliable information upon any matters affecting the cost, execution, construction, completion and maintenance of the Works and the Contract shall not relieve the persons whose Tender is accepted from any risks of liabilities for the completion of the Works, nor will any claim for increase of the Contract be entertained as a result of such neglect or failure. Quantities contained within the Bills of Quantities do not necessarily indicate conclusively the amount or the extent of works to be performed. The Contractor must inform himself, as no claims for increases will be entertained on this basis.

1.9 Examination of the Site

Bidders are required to visit the site of the works to obtain for themselves, on their own responsibility, any information they may require prior to submitting a tender and entering into a contract. Each Bidder, in submitting a proposal, warrants that he has investigated and is acquainted with the requirements of the Contract. Submission of a tender shall be considered conclusive evidence that the Bidder has made such examination and knows all the conditions that will affect the Works.

1.10 Completion of Form of Tender

Tenders must be submitted using the Form provided. Prices shall be in Eastern Caribbean Dollars. Each form shall be completely filled out. Tender prices must be completed in ink. Erasures or other changes must be noted over the signature of the Bidder.

Bidders are to fill in all blank spaces in the Form of tender including the appendix, except where specifically instructed otherwise.

The tender sum inserted should be the Bidder's total amount brought forward from the General Summary in Part B Section 5.0.

Each Tender must contain the name, place of business of the person or persons making the Tender and must be signed by the Bidder with his usual signature. Tenders by partnership must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorised representative followed by the signature and designation of the person signing. Tenders by corporation are to be signed with the legal name of the corporation followed by the name of the state of incorporation and by the signature and designation of the President, Secretary or other authorized person. Satisfactory evidence of the authority of the signer on behalf of the firm shall be furnished.

1.11 Evaluation & Award of Contract

Award of Contract will be made, if at all, to the Bidder whose tender the Employer deems most advantageous to the Financial Services Commission. Award shall be guided by the Bid Evaluation & Qualification Criteria outlined in Part A section 2.0. The Employer reserves the right to reject any or all tenders, or to accept any tender should it be deemed in the interests of the Employer so to do, and, in particular, if only one tender is received, the Employer reserves the right to reject it.

The Bidder to whom the award is made will be required to enter into a contract with the Employer. This contract will be of the same form as that shown in Part C.

1.12 Performance Bond

The Bidder to whom the award is made may be required to furnish, and deliver to the Employer, a written bond of indemnity, of the same form as that in Part C, in the amount of ten percent (10%) of the Contract Price, and with surety thereon acceptable to the Employer. The bond shall be furnished and maintained at the expense of the Contractor.

1.12 Performance Bond cont'd

The party to whom the Contract is awarded will be required to execute the Contract and (if required) furnish the Performance Bond duly executed within seven days, not including Sunday or Legal Holiday. Failure to so execute the Contract shall be sufficient reason for the Architect to cancel the award without obligation or claim upon the Employer.

1.13 Increases / Decreases in Cost of Labour and Plant/Equipment

Increases / decreases in the current cost of labour, plant and materials subsequent to the date for closing of Tenders will not result in an adjustment to the Contract Price.

Basic unit costs of labour and plant/equipment upon which the Tender is based and upon which day works and variations will be considered shall be priced in Part B-Section 6.0 Day Works. These Schedules shall be completed and submitted with the Tender. Failure to submit them may lead to disqualification of the Tender.

1.14 Bidder Queries

Should there be any doubt or obscurity as to the meaning of the Tender Documents, or as to anything to be done or not be done under the Contract or concerning these instructions, or any other matter or thing, Bidders shall set forth in writing such doubts to obscurity and submit them to the Employer not later than two weeks before the date for submission of Tenders. These and any other outstanding matters will be answered in writing within one week of the above date.

1.15 Pricing

Bidders are to insert rates or prices against each item in the Bills of Quantities. Items against which no rate or price is entered by the Bidder will be deemed to be covered by the rates of prices set against other items in the Bills.

Prices inserted shall be based on duty free imports from abroad of materials and goods required specifically for this project and shall be deemed to include for the provision of all labour, materials and plant, for transport, for deliveries to Site (where not specifically mentioned in the description), for temporary storage of materials and return of empties, for the erection, maintenance and removal of scaffolding, temporary staging, plankways, protection, etc and for all other things necessary for the completion of the Works in accordance with the Bill of Quantities, Drawings, Specifications, Conditions of Contract and Schedule of Works.

1.16 Import Duty Concessions:

- i. The Bidder must ascertain from the responsible official of the Customs Department the allowable concessions at present in force in respect of duty on imported materials to be incorporated in the Works.
- ii. The Bidder must familiarize himself with the workings of the Customs Department and shall allow for the costs of and shall accept responsibility for preparing and processing the necessary documents involved in the importation of materials, etc. to be incorporated in the Works.
- iii. The Bidder must allow for all wharfage dues, package tax, Importer's Licenses (where applicable), stamp duties, taxes and charges that may be required.
- iv. Special rules are in force in respect of the importation of plant, scaffolding, tools, equipment and consumable stores that are not incorporated in the Works. The Bidders must allow for the result of licenses, bonds deposits, duties, taxes, stamp duties or any other charges that may be required.

1.17 Mistakes in Tenders

Errors discovered in the Contractor's Tender will be dealt with as follows:

The Contractor will be given details of such errors and afforded an opportunity of confirming or withdrawing his offer. If the Contractor withdraws, the tender of the second most advantageous Bidder will be examined, and if necessary this Contractor will be given a similar opportunity.

1.18 Compliance With Instructions:

- i. No tender will be considered unless it complies with the conditions set out in these instructions.
- ii. All Addenda issued by the Architect prior to the date stated for the closing of Tenders shall be attached to and form part of the Tender.

1.19 The Employer will not be responsible for any expenses or losses that may be incurred by any Bidder in the preparation of his Tender.

1.20 The Bidders shall be bound by their Tender except as provided for in Paragraph 1.16 of these instructions.

1.21 Discrepancies in Bill of Quantities, Specifications or Drawings:

- i. Any ambiguity found in the drawings or specifications shall be called to the attention of the Architect prior to tendering.
- ii. Ambiguities will be clarified by the Architect by Addenda prior to accepting tenders, and one copy of each Addendum shall be submitted with the Tender. No consideration will be given to any claim by any Bidder that an ambiguity or question was settled verbally prior to submitting his Tender.
- iii. All information given to bidders other than by means of the drawings and contract documents or by Addenda as described above, is given informally and shall not be used as the basis of a claim.

1.21 Discrepancies in Bill of Quantities, Specifications or Drawings: cont'd

- iv. To receive consideration, such questions shall be submitted in writing to the Architect so as to be received at least ten days before the established date for receipt of tenders. If the question involves the quality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Architect to determine the quality or suitability of the product or method. In general, the Architect will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the Contractor for incorporation into the works.
- v. Decisions rendered by the Architect in response to questions received as above-provided will be arranged as Addenda and shall become a part of the Contract.
- vi. All information given on the drawings or in the contract documents relating to materials encountered, ground-water, sub-surface conditions, natural phenomena, and existing pipes and other structures is from the best source available to the Employer at present. All such information is furnished only for the information and convenience of Bidders.

1.22 Commencement of the Works

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

2.0 Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate tenders and qualify Bidders. Other factors, methods or criteria as recommended by the Procurement Office of the Government of Montserrat may also be used. The Bidder shall provide all the information requested in the forms included in Section 3.0 Bidding Forms.

2.1 Evaluation

The following basic criteria shall apply:

- **Assessment of adequacy of Bidders Qualifications**
- **Assessment of adequacy of Technical Proposal with Requirements**
- **The amount tendered and the priced Bill of Quantities in Part B Section 1-5 shall be evaluated.**
- **Optional Works priced in Part B Section 8.0 shall be evaluated based on unit rate prices quoted.**

2.2 Qualifications

Factor	2.2.1 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All partners combined	Each partner	At least one partner	
Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the bidder’s country, other financial statements acceptable to the Employer, for the last two [3] years to demonstrate the current soundness of the bidders financial position and its prospective long term profitability. Or, a letter from a local Financial Institution or Surety stating that it is willing to provide a Performance Bond to the Bidder.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN –1 with attachments

Factor	2.2.1 FINANCIAL SITUATION					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All partners combined	Each partner	At least one partner	
Average Annual Turnover	Minimum average annual calculated as total certified payments received for contracts in progress or completed, within the Last five (5) years	Must meet requirement	Must meet requirement	50% of requirement	50% of requirement	Form FIN –2
Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: \$200,000.00 per month (ii) the overall cash flow requirements for this contract and current commitments.	Must meet requirement	Must meet requirement	Must meet Fifty percent(50%) of requirement	Must meet Fifty percent (50%) of requirement	Form FIN–3

Factor	2.2.2 EXPERIENCE					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture or Association			
			All partners combined	Each partner	At least one partner	
General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last three [3] years prior to the submission deadline, and with activity in at least six (6) months in each year.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-1
Specific Experience	(a)Participation as contractor, management contractor, or subcontractor, in at least one (1) contract within the last seven (7) years with a value of at least \$1,000,000.00 that has been successfully and substantially completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Part B Work Requirements.	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form EXP 2(a)

2.3 Technical Proposal

The Bidder technical proposal as required in Part A section 3.0 Bidding Forms will be evaluated to measure how the Bidder's proposed Methodology and Construction Schedule in particular responds to the Work Requirements described and detailed in Part B.

2.4 Subcontractors & Team Personnel

The Bidder must demonstrate that it has the required Subcontractors for the successful execution of the required works.

2.5 Equipment

The Bidder must demonstrate that it has access to the key equipment for the works. The Bidder shall provide a list of owned equipment on hand and the equipment which will be hired for work on this contract.

3.0 Bidding Forms

Table of Forms

Form of Tender

Technical Proposal

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- List of Proposed Subcontractors
- List of Proposed Equipment

Bidders Qualification

- Form FIN – 1: Financial Situation
- Form FIN – 2: Average Annual Construction Turnover
- Form FIN – 3: Financial Resources
- Form FIN – 4: Current Contract Commitments / Works in Progress
- Form EXP – 1: General Construction Experience
- Form EXP – 2): Specific Construction Experience

Form Of Tender

Note: The Appendix forms part of the Tender.

Tenderers are requested to fill up all blank spaces in this Tender Form and Appendix.

The Tenderer declares that :

- a) No person, other than the tenderer, has any interest in this tender or in the Contract proposed to be entered into.
- b) This tender /bid is made without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a tender for the same work, and is in all respects fair and without collusion or fraud.
- c) The general matters stated in the said tender are in all respects true.

The tenderer has carefully inspected the locality and site of the proposed works, as well as all the drawings, form of tender, instruction to tenderers, specifications, general conditions, agreement and bond, bills of quantities, and hereby accepts the same as part and parcel of this Contract, and to hereby tender and offer to enter into a contract to do all the work, provide the labour and plant and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, to construct, complete and maintain the whole of the said works in conformity with the said Drawings, Conditions of Contract, Specification and Bills of Quantities, to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix. The tenderer also agrees that this offer is to remain open to acceptance for a period of three months from the return date of the tender, until receipt of written acceptance of the tender, or until the formal contract is executed by the successful tenderer for said Works, and that the Employer may at any time, without notice, accept this tender whether any other has been previously accepted or not.

To: The Commissioner

Financial Services Commission
Valley View, Brades, Montserrat

Dear Sir / Madame,

Financial Services Commission Building, Little Bay, Montserrat

Having examined the Drawings, Conditions of Contract, Specifications and Bills of Quantities for the construction of the above-named Works, we, the undersigned, offer to construct, complete and maintain the whole of the said Works for the sum

of: _____

_____ (EC\$ _____)

or such other sum as may be ascertained in accordance with the said conditions.

We undertake, if our tender/bid is accepted, to commence the Works within seven (7) calendar days of receipt of the Architect's order to commence, and to complete and deliver the whole of the Works comprised in the Contract within _____ calendar days calculated from the date of commencement.

If our tender is accepted we will, if required, obtain the guarantee of an Insurance Company or Bank or alternatively provide two (2) good and sufficient sureties (to be approved by you) to be jointly and severally bound with us in a sum not exceeding ten percent (10%) of the above-named sum for the due performance of the Contract under the terms of a Bond to be approved by you.

We agree to abide by this tender for the period of ninety (90) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal agreement is prepared and executed this tender, together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2020

Signature: _____ in the capacity of _____

duly authorised to sign tenders for and on the behalf of _____

(In Block Capitals)

Address: _____

APPENDIX TO FORM OF TENDER

Amount of Bond or Guarantee (if required):	10 percent of contract price
Minimum Amount of Third Party Insurance:	EC\$1,000,000.00
Period for commencement from Architect's order to commence:	7 Calendar Days.
Time for completion:	_____ Calendar Days
Amount of Liquidated Damages:	EC\$1000/day or part of a day
Period of Maintenance:	12 months
Percentage of Retention:	5 percent
Limit of Retention Money:	5 percent of Contract Sum
Time within which payment to be made:\ after issue of Certificate:	14 Calendar Days

Dated this _____ day of _____ 2020

Signature: _____ in the capacity of: _____

duly authorised to sign tenders for and on the behalf of:

(In Block Capitals)

Address: _____

Technical Proposal

- **Site Organization** (*attach drawing of site layout*)
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Sub-Contractors**
- **Others**

Method Statement

Mobilization Schedule

Construction Schedule

List of Proposed Sub-Contractors

I (We) propose to sub-contract the following parts of the Works to the sub-contractors listed below. I (We) agree not to make changes to this list without the written consent of the Project Manager.

In my (Our) opinion, the sub-contractors named hereunder are reliable and competent to perform that part of the works for which each is listed and, in any case, I (We) understand that all proposed sub-contractors shall be subject to the Project Manager's written approval.

Name of Sub-Contractor	Address	Part of works

Dated this _____ day of _____ 2020

Signature : _____

Name : _____
(in block letters)

being an officer of, and duly authorized to sign on behalf of:

Business Address: _____

Telephone: _____

List of Proposed Equipment

I (We) propose to employ the following construction plant and equipment for the execution of the Works and to the best of my (our) knowledge, the equipment listed is in sufficient capacity to construct all of the Works within the time specified for completion.

Note: Indicate if equipment is Owned or to be rented or sub-contracted locally. Do not list hand tools or normal tools required by trade persons.

Description of Plant / Equipment	Age (Years)	Indicate if Owned or Rented

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 2. Evaluation and Qualification Criteria the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form FIN – 1: Financial Situation*Each Bidder or member of a JV must fill in this form*

Financial Data for Previous 3 Years [US\$ Equivalent]		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN – 2: Average Annual Construction Turnover*Each Bidder or member of a JV must fill in this form*

Annual Turnover Data for the Last 3 Years (Construction only)			
Year	Amount Currency	Exchange Rate	US\$ Equivalent
Average Annual Construction Turnover			

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed, stated in EC\$ at the rate of exchange at the end of the period reported.

Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 2. (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount (EC\$)
1		
2		
3		
4		

Form FIN – 4: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel.	Value of Outstanding Work (EC\$)	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months (EC\$/month)
1					
2					
3					
4					
5					

Form EXP – 1: General Construction Experience*Each Bidder or member of a JV must fill in this form*

		General Construction Experience		
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP – 2: Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No : of :	Contract Identification	
Award Date	Completion Date	
Role in Contract	Contractor	Management Contractor Subcontractor
Total Contract Amount	EC\$	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name		
Address		
Telephone/Fax Number		
E-mail		
Description of the similarity in accordance with Criteria 2.4.2(a) of Section 2		