



Office of the Premier

Our Ref: OP2/7/2

July 05, 2013

NOTICE OF TENDER Re: Supply of Labour only tender for concrete road construction (384 feet long x 12 feet wide) in Lookout.

Tenders are invited for the supply of labour only for concrete road construction (384 feet long x 12 feet wide) in Lookout. Tender documents, which are available on the GoM Website consist of:

1. Instructions to Tenderers
2. Document Compliance Checklist
3. Form of tender
4. Form of Agreement
5. Bill of Quantities
6. Sketch of Road Cross Section

Please print and return a complete document of the priced and signed Form of Tender and Bill of Quantities, addressed to the Cabinet Secretary, Cabinet Secretariat, Government Headquarters, Brades, Montserrat to be received no later than 1400 Hours (2:00 pm) on Monday, July 15th, 2013. The envelope should be clearly marked in the right hand corner, "***Tender for the Supply of Labour only for the Construction of Concrete Road in Lookout***". Please ensure that no additional marks are placed on the envelope.

Given the nature and urgency in which these works are required, the successful tenderer will be expected to start work almost immediately after the contract for works has been awarded.

If required, a site visit can be arranged. Please call Mr Davon Williams at the Ministry of Communications and Works on telephone number 1-664-496 6732 to agree an appropriate time for the site visit.

Any queries relating to the tender or works included should be made in writing to the Cabinet Secretary, Cabinet Secretariat, Government Headquarters, Brades, Montserrat.

(signed)
Angela Greenaway (Mrs)
Cabinet Secretary

ANG/fg

Instructions to Tenderers

1. The contract conditions adopted for this project will be the Montserrat General Conditions of contract.
2. **Tenderers must fully complete the Form of Tender (including notice period and time for completion), Tender Checklist, Bill of Quantities for the works and the Form of Agreement. Failure to fully complete and return these four documents and provide the additional information stated in these instructions will render the bid non-compliant and it will be rejected.**
3. The tenderer should submit a detailed programme of works with his/her tender showing a list of proposed activities and the duration.
4. **The tenderer will be expected to contact the utility companies to ensure that the proposed works do not disrupt any of the services. The tenderer will be liable for the cost of repairs for any damage caused.**
5. The tenderer should ensure that appropriate traffic management measures are in place throughout the construction period. All works should be carried out in a safe manner and the relevant safety precautions incorporated into all activities. Traffic control arrangements are to be agreed in advance with PWD.
6. The Contractor 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 and social security liability in accordance with the current legislation. Tenderers must submit a current Tax Compliance and Social Security Compliance certificate with their bid if **locally based**.
8. 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 and the Specification. The insurance shall indemnify contractor and GOM and shall cover a minimum of EC\$20,000.00.
9. Tenders should be returned in a plain sealed envelope, no later than 1400 hours (**2:00pm**) on **Monday July 15th 2013**. **The envelope should be clearly marked with the name of the project, "Tender for the supply of Labour only for the Construction of Concrete Road in Lookout"**. Tenders should be addressed and delivered to the **Cabinet Secretary, Cabinet Secretariat, Government Headquarters, Brades, Montserrat**. Tenderers should not add any additional marks to the envelope. **Late tenders will not be considered**.
10. 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. **Bill of Quantities form must be signed by the tenderer or else their tender will be deemed non-compliant**.
11. Tenderers are not allowed to submit alternative tenders.
12. The Employer is not bound to accepting the lowest tender and has the right to accept or reject any tender.

13. All tenderers must provide a signed receipt in respect of circular tenders or addendum. Electronic acknowledgement is also considered acceptable.

Brief description of the Works

The Contractor will be expected to undertake “labour only” for the construction of three hundred and eighty four (384) feet of concrete road in Lookout. This will be the access road leading into the new cemetery development site.

As this is a labour only contract, the tendered price should include all tools necessary to execute the works such as concrete mixers, generators, saws, vibrators etc. Additionally, the contractor should make provision for nails and tie wire in their tendered price.

The work should be carried out as per the specifications outlined in the attached Bill of Quantities, labeled as Appendix 1. **Appendix 1 must be signed by the tenderer. Failure to do so will render your tender non-responsive.**

The drawing/Plan outlining the details of the works to be undertaken is attached and labeled appendix 2.

Document Compliance Checklist

Project Title: Tender for the Supply of Labour only for the Construction of Concrete Road in Lookout.

Date scheme advertised: Monday 8th July 2013

Tender Deadline Date: Monday 15th July 2013

Tender Deadline Time: 14:00 hours (2:00 pm)

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.

1. Signed Form of Tender (Including time for completion and notice period)
2. Completed Bill of Quantities
3. Form of Agreement
4. Tax Compliance Certificate (If Locally Based)

.....
Signed on behalf of Contractor

Date

FORM OF TENDER

The Cabinet Secretary
Cabinet Secretariat
Government Headquarters
Brades,
Montserrat

Dear Sir/Madam,

Re: Tender for the Supply of Labour only for the Construction of Concrete Road in Lookout.

I/We the undersigned undertake to supply labour only for the construction of the above captioned project and according to the specifications for the sum of: EC\$

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

If my/our tender is accepted, I/We undertake to start work on the project within _____ Days from the date of receipt by me/us of the official contract award letter. 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.

Name.....

Signed.....

Name of firm (If Applicable)

Address.....

Tel. nr.....

Fax nr.....

Date.....

GENERAL CONTRACT CONDITIONS FOR SUPPLY OF GOODS

This Agreement is made the..... day of..... **2013** between the **GOVERNMENT OF MONTSERRAT**, having its headquarters at Government Headquarters, Brades, Montserrat, acting herein and represented by the Cabinet Secretary, (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.

INTERPRETATION

The Contract means the agreement concluded between the GOM (Cabinet Secretary) and the Contractor, including all specifications, drawings and other documents which may be incorporated or referred to herein;

The “Contractor” means the company/ individual that will be responsible for undertaking the construction of the concrete road in Lookout.

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 Labour, which is referred to in the **Brief Description of Works**, refers to all works undertaken by the contractor, as per the specifications, in the Construction of the Concrete Road in Lookout. As this is a labour only contract, the work undertaken by the Contractor must be according to the specifications and the terms of contract.

SPECIFICATION

This means the GOM’s requirements for the construction of the concrete road in Lookout according to the approved plans, drawings and site maps.

VARIATIONS OF CONDITIONS

The works shall be carried out in accordance with the Specifications, plans and drawings 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.

DELIVERY AND ACCEPTANCE

The construction of the road shall be carried out within the timelines as agreed between the GOM and the contractor in accordance with the terms of contract. The relevant GOM

representative will carry out inspections and provide updates to the Cabinet Secretary on the progress and quality of the construction 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 deliver the Goods 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 30 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 to be carried out and has not remedied such failure or defect within a reasonable time;
- (b) The Contractor, by act or omission has caused damage to personnel or property of the GOM or any third party;
- (c) There is a breach of any other provision of this Agreement and upon giving such notice; the **GOM** may withhold payment accordingly.

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 40 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, drawings, 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.

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;
- Has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00
- 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.

GOVERNING LAW

This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

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:

Cabinet Secretary

Cabinet Secretariat

Brades

Montserrat

Tel: (664) 491-2061 or 3797

Fax: (664) 491-4632

Email: cabsec@gov.ms

MEDITATION 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 terms hereof.

A. Contractor

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. Government of Montserrat (GOM)

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

Appendix 1

Bill of Quantities

Item	Description	Quantity
1	Mobilize to site	-----
2	Place 1"x6" edge formwork to road pavement	768 feet
3	Cut and place 1"x6" Timber for expansion joint (joint spacing is 13feet intervals)	30 pieces
4	Cut and place BRC Fabric reinforcement for concrete road pavement	4608 sq. ft
5	Cut and bend ½" diameter rebar in L-Shape measuring 14" Horizontal and 6" vertical	384 pieces
6	Insert ½" diameter L shape Rebar and fix to BRC at edge of Concrete Pavement to reinforced Concrete Curbs along road edge. Also insert 1 No 1/2" diameter reinforcement horizontal along the length of the curbs	384 pieces
7	Mix Concrete in proportion Cement: Sand: Aggregate 1:2:4. Place and vibrate concrete for road pavement	112 Cu.yards
8	Broom Finish Concrete Surface, cover surface with plastic and secure for curing of concrete	4608 sq. ft
9	Form the two sides of Curbs along road edge using existing formwork (Width of Curb is 6")	768 feet
10	Mix Concrete in proportion Cement: Sand: Aggregate 1:2:4. Place and vibrate concrete for concrete curbs	6.4 Cu. yards
11	Mix Concrete in proportion Cement: Sand: Aggregate 1:2:4, place and vibrate concrete for backing of curbs for support curbs	8.4 Cu. yards
12	Remove all formwork, tidy site and demobilize	-----

Name: _____

Signature: _____

Date: _____

