



## Office of the Premier

Our Ref : CS7/4/1

23 October, 2015

Dear Sir/Madam,

**Re: Tender for Erection of Security Fence and Security Gates – Festival Village Little Bay**

You are invited to submit a tender for the above captioned project. Included are the tender documents consisting of:

1. Document Check List
2. Form of Tender
3. Form of Agreement
4. Bill of Quantities
5. General Conditions of Contract
6. Specifications
7. Tender Drawings

Please return a complete document of the priced and signed Form of Tender, Bill of Quantities, Completed Document Check List and a copy of your **tax compliance certificate**, address to **The Chairperson, Departmental Tender Committee, Government Headquarters, Brades, Montserrat** to be received no later than **2:00p.m on Wednesday November 18<sup>th</sup> 2015**. Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, ***"Tender for Erection of Security Fence and Security Gate – Festival Village Little Bay"***. The name and address of the tenderer should also be written on the inner envelope which should be addressed to the **Chairman, Departmental Tender Committee, Government Headquarters, Brades, Montserrat**. The outer envelope should be duly sealed and bear the words, ***"Tender for Erection of Security Fence and Security Gate – Festival Village Little Bay"*** and addressed to the **Chairman, Departmental Tender Committee, Government Headquarters, Brades, Montserrat**. The outer envelope should reveal no indication as to the identity of the tenderer. Please ensure that no additional marks are placed on the envelope.

A site visit will be arranged for Wednesday 04<sup>th</sup> November 2015 at **10:00 a.m.** at Festival Village Little Bay where any questions relating to the works can be answered. Any queries relating to the tender or works included should be made in writing to the Director, Montserrat Arts Council, Market Building, Little Bay [chadd.cumberbatch@artscouncil.ms](mailto:chadd.cumberbatch@artscouncil.ms).

Yours faithfully,

**Camille Thomas-Gerald (Mrs)**  
**PS, Office of the Premier**

## 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 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 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.
4. **The tenderer must submit a Tax Compliance Certificate from Inland Revenue along with his tender.**
5. The Contractor will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.
6. **The tenderer will be expected to contact the utility company to ensure that the proposed works do not disrupt any of the services. Tenderers are responsible for repairing any damages incurred to any of the utilities during the completion of the works.**
7. All works undertaken will be the subject of taxation in accordance with the current legislation of Montserrat.
8. The **successful tenderer** must submit details of their current insurance sufficient to satisfy the requirements for insurance given in the Conditions of the Contract and the Specification. The insurance shall jointly indemnify the Contractor and GOM in the amount not less than **Contractors Bid Sum as per the Form of Tender**. This will be requested before the signing on contract.
9. Tenders should be returned in a sealed envelope, no later than **2:00p.m on Wednesday November 18<sup>th</sup> 2015**. Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, ***"Tender for Erection of Security Fence and Security Gate – Festival Village Little Bay"***. The name and address of the tenderer should also be written on the inner envelope which should be addressed to the **Chairman, Departmental Tender Committee, Office of the Premier, Government Headquarters, Brades, Montserrat**. The outer envelope should be duly sealed and bear the words, ***"Tender for Erection of Security Fence and Security Gate – Festival Village Little Bay"*** and addressed to the **Chairman, Departmental Tender Committee, Office of the Premier, Government Headquarters, Brades, Montserrat**. The outer envelope should reveal **no** indication as to the identity of the sender. Tenders should not have any additional marks on the envelope. **Late tenders will not be considered.**
10. The Employer is not bound to accept the lowest tender and has the right to accept and reject any tender offers.
11. Tenderers are not allowed to submit alternative tenders.

12. 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.
13. The most economically advantageous tender will be established by weighing technical quality against price on an 60/40 basis.
14. The Contractor will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.

### **Description of the Works**

- Excavation of area for poles.
- Plant post for fencing.
- Run fencing wire
- Run barb wire
- Construct security gate

Supply and erect Security Fence and two Security Gates for the perimeter of Festival Village Little Bay.

The contractor will be responsible for the supply of all machinery and water to site.



# FORM OF TENDER

The Chairperson  
Departmental Tender Committee  
Office of the Premier  
Government Headquarters  
Brades  
Montserrat

Dear Sir/Madam,

## Re: Tender for Erection of Security Fence and Security Gate – Festival Village Little Bay

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 \_\_\_\_ week from the date of receipt by me/us of the official order and complete the works within \_\_\_\_ weeks 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 **60 days** from the date of submission of this tender.

Name.....

Signed.....

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

Address.....  
.....

Tel. nr.....

Fax nr.....

Email Address .....

Date.....



## Office of the Premier / Montserrat Art Council – Tender Checklist

Project Title *Erection of Security Fence and Security Gate – Festival Village  
Little Bay*

Date scheme advertised *Wednesday 28<sup>th</sup> October 2015*

Tender Deadline Date: *Wednesday 18<sup>th</sup> November 2015*

Tender Deadline Time 2:00pm

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.

Signed Form of Tender (Including time for completion and notice period) ☐

Completed Bill of Quantities ☐Contractor's Capacity and Experience ☐

Tax Compliance Certificate ☐

Signed on behalf of Contractor

Date \_\_\_\_\_

# **Government of Montserrat**

## **Specifications of Labour and Materials for**

### **Erection of Security Fence and Security Gates – Festival Village Little Bay**

#### **CONTENTS**

##### **Section**

- |   |                               |
|---|-------------------------------|
| 1 | General Items                 |
| 2 | Earthworks                    |
| 3 | Concrete for Structural Works |

## **SECTION 1 — GENERAL ITEMS**

### **1.1 SITE SERVICES**

Any arrangements that the Contractor enters into regarding the provision of electricity, water and other services shall be the sole responsibility of the Contractor. The Contractor shall take all reasonable care to ensure that water is not wasted. The Contractor shall be liable for all charges arising from such arrangements

### **1.2 SITE POSSESSION**

The contractor is responsible for obtaining permission to enter private lands.

### **1.3 PLANT HIRE**

The contractor shall be responsible for payment of all plant hire charges from PWD or others for plant the contractor uses on this project. The Employer shall not be responsible for delays or costs attributable to the delivery, performance or workmanship of plant or equipment under hire from PWD. The Contractor shall be responsible for the actions of any plant on hire and shall provide adequate instruction and supervision of drivers, plant, and machines.

### **1.4 DISRUPTION**

The Contractor is responsible for arranging the Works to minimise disruption to, local residents and commercial activities in the vicinity of the site. Full and sufficient precautions to ensure the safety of all traffic through and around the work site and of traffic that is diverted by the Works shall be taken at all times, such measures to be approved by the PWD Engineer. Signs shall be erected and maintained on the Site and at prescribed points on the approaches to the Site for the direction and control of traffic. The sizes of all such signs and the lettering and wording thereon shall be approved before erection. Construction and excavations shall be signed posted and, during periods of darkness lighted.

In the event of the operation of single-way traffic becoming necessary on any particular length of the Works or on the approaches to the Works, through traffic routes shall be maintained by providing a width of at least 3m for single-way traffic. Manually "Stop/Go" signal shall be used and be of an approved colour and type.

The Contractor is obliged to seek the approval of the Engineer before occupying any area of the site for the storage of materials, plant or equipment or welfare facilities.

### **1.5 UTILITY COMPANY SERVICES**

The Contractor shall be responsible for contacting the utility companies to arrange for location of their plant at the site. The Contractor shall also notify the companies of any excavation in the vicinity of their plant and give sufficient notice to allow them to attend on site if required.

The contractor shall locate all buried plant in the vicinity of any area of excavation and mark the position clearly on site. The Contractor shall locate buried service within any area of excavation by hand digging before mechanical excavation is used.

The Contractor shall be deemed to be in control of all plant hired to him and shall be responsible for its actions. Should any utility company equipment be damaged by the Contractor or plant hired to him, the Contractor shall be responsible for paying any charges or costs associated with its repair. The Contractor shall also allow free and unhindered access to utility company employees carrying out any such repair work.

### **1.6 INSURANCE**



The Contractor is required to obtain contractors all risk insurance to cover at least public liability and damage to property and persons. The Contractor shall be required to prove that he has such insurance and that the sums insured are sufficient for the works in hand prior to commencement of the works. The Contractor shall ensure that the insurance remains valid throughout the period of the works and that any premiums due are paid. The Engineer may request proof of insurance at any time during the works.

#### 1.7 **DRAWINGS**

The following is a list of drawings that form part of the Contract:

- Security Gate Detail
- Fencing Details

## **SECTION 2 — EARTHWORKS**

### **2.1 GENERAL**

This work shall comply with the General Conditions.

### **2.2 WORK INCLUDED**

Any and all excavation, filling, backfill and grading required to accomplish work in this Section as can be reasonably inferred from the drawings and as hereinafter specified.

If necessary, any loose shallow material, soft organic deposits or similar unsuitable material shall be excavated prior to backfilling ditch to the required level.

Locate and mark all services in the vicinity of any excavation in consultation with the utility company concerned. Where any utility is thought to cross an area of excavation it is to be located by hand digging prior to the use of mechanical excavation.

Remove, protect, cap or otherwise dispose of, as approved by utility company or local authorities, any utilities, sewers or any underground obstructions encountered.

All necessary shoring and bracing.

Provide and maintain all required pumping to keep excavation sufficiently dry until completion of foundation work and backfilling.

### **2.3 SURVEYS**

Bench marks, monuments and other reference marks shall be properly maintained and if destroyed, accurately and properly replaced by the Contractor.

The Contractor will be responsible for all setting out. Relevant information will be available from PWD on award of contract.

### **2.4 STRIPPING OF TOP SOIL**

All suitable topsoil to be reused shall be stripped and stockpiled where directed within the limit lines of the contract premises or as directed by the Engineer.

Top soil shall be spread or disposed of as directed or indicated by the Engineer and/or drawings.

### **2.5 EXCAVATION**

**2.5.1 General.** This work shall consist of excavation, disposal or compaction of all materials not being removed under some other item which is encountered within the limits of the Contract in accordance with the specifications and in close conformity with the lines, grades, thickness and cross-sections shown on the plans or established by the Engineer.

**2.5.2 Unsuitable Material.** Material that is unsuitable for the planned use shall be excavated and disposed of as directed by the Engineer. The removal and disposal of such unsuitable material will be paid for in the actual quantities removed to construct the works only if such removal is required to carry out the works shown on the Plans or in the Specifications.



## **CONCRETE FOR STRUCTURAL WORKS**

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

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

### **3.2 Forms and Headers**

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

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

### **3.3 Materials for Reinforced Concrete**

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

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

#### **3.3.3 Aggregate**

3.3.3.1 Coarse aggregate shall be clean hard gravel or crushed rock with no deleterious properties. Before the use of aggregate from any source the Contractor shall obtain the P.W.D. Engineers approval of that source, if the Contractor intends to change the source during the works fresh approval of the new source shall be sought. Where required by



the Engineer samples of the proposed aggregate shall be tested to ensure that it has satisfactory properties for the proposed use.

3.3.3.2 Fine aggregate shall be sand or crushed rock fines with no deleterious properties, the requirements for testing and approval shall be as noted for coarse aggregate.

3.3.3.3 Aggregate extracted for sea beaches shall not be used unless it has been thoroughly washed in clean water and tested to show no salt remains.

#### 3.3.4 **Reinforcement**

3.3.4.1 Reinforcing bar or mesh is to be from a reputable supplier and quality certificates shall be supplied when requested by the P.W.D. Engineer.

3.3.4.2 Reinforcement is to be fixed in the positions shown on the drawings. Reinforcement is to be firmly tied to prevent movement when concrete is placed. Purpose made cover blocks and spacers shall be used as required.

3.3.4.3 No steel element, reinforcing steel or tie wire shall intrude into the specified cover of the section.

3.3.4.4 All reinforcement is to have adequate lap where bars join and adequate anchorage into concrete at the free ends of bars, all as shown on the drawings. Consult with the P.W.D. Engineer in the event of any doubt as to the structural requirements.

3.3.4.5 The contractor shall give the P.W.D. Engineer at least 24 hours notice before casting any element to allow for inspection of the fixed reinforcement and shutters.

#### 3.4 **Formwork**

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

#### 3.5 **Mixing**

3.5.1 Concrete shall be mixed by purpose-made, power-driven concrete mixers. Hand-mixing of concrete will not be permitted.

3.5.2 Each batch shall be mixed until the concrete is uniform in colour and consistency and for not less than three (3) minutes, which shall be measured from the time when all the solid material is in the mixing drum. All the mixing water shall have been introduced before 25 percent of the mixing period has elapsed. No further water shall be added to the mix once it has left the mixer. Any concrete which has become partly set or too stiff to compact properly shall be discarded.

3.5.3 Volume batching shall be done in purpose-made boxes or by calibrated concrete mixers or with carrying handles which shall be carefully supervised to ensure that the boxes are struck level each time. Water must be measured by volume.

3.5.4 The mixer and associated batching and placing equipment shall be thoroughly cleaned out at the end of each day's work.

3.5.5 The concrete shall be transported from the mixer to the position of placing quickly and in such a way that segregation does not occur. The time between mixing and placing shall not exceed 10 minutes.

3.5.6 Where requested by the P.W.D. Engineer, the Contractor shall cast concrete test cubes in British Standard cube test moulds using the methods specified in the British Standard. The Engineer can supply copies of the cube making instructions if requested. The



Contractor shall be responsible for ensuring that the moulds are available on site when required. The Contractor shall be responsible for ensuring that the cubes are stored in an environment similar to the environment of the structure. The Contractor shall permanently label each cube and keep records indicating where within the structure the concrete represented by the cubes was placed. The Engineer will be responsible for testing of cubes.

### **3.6 Placing Concrete**

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

#### **3.6.8 Finishing**

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

#### **3.6.9 Curing**

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

# Erection of Security Fence and Security Gates – Festival Village Little Bay

## Bill of Quantities

Tender for the Erection of Fencing and Construction of Security Gate					
Item	Description	Units	Quantity	Rate	Total
<b>A</b>	<b>Preliminaries</b>				
a.1	Contractor's preliminaries, mobilisation and insurance cost. The contractor shall be responsible for the safety of the employees during the construction phase. Further, it is the contractor's responsibility to make contact with all utilities prior to commencement of works and where necessary shall make provision for re-routing any utilities which may interfere with the works.	Item			
<b>B</b>	<b>Excavation Works</b>				
b.1	Excavate for placement of footing of reinforced concrete column in compliance with drawing details on Sheet No. 102. Post should be spaced at 10ft (3.05m) intervals. Prior to planting of post contractors should ensure that area around pole is properly compacted according to the specifications.	Item			
<b>C</b>	<b>Concrete Works</b>				
c.1	In accordance with Sheet No. 102 the contractor will supply and place concrete for the securing of the fence post in a sturdy and upright position.	m <sup>3</sup>	5.50		
<b>D</b>	<b>Metal Works</b>				
d.1	In accordance with Sheet No. 102 & 103 contractor will supply and place 2" x 10' metal hard tubing poles to be used as fence post. 4" x 8' to be used as gate post. One 10' Post should be spaced at 3.05m intervals and have a height of 8' above the ground level. In addition there is a 2" barbed wire arm placed at the top of the post at a 45° angle. In addition cateter for the boring of holes in the post to allow for horizontal stabilizer wire running the length of the fence. Also cateter for the corner pieces which comprises two angled pieces planted in the ground with a horizontal brace bolted as shown.	m	279.00		
d.2	In accordance with Sheet No. 102 contractor will supply and place fencing wire to secure the prescribe area of the site. The fencing wire would meet the specifications of being a 8' high 9 gauge galvanize fencing wire with pvc coating. In addition cateter for the running of 4 horizontal stabilizer wires which run the length of the fence and is ended and started at the corners by a tension bar. Cateter as well for the running of three rows of barbed wire along the top of the fence to be similar to existing fencing. See sheet 104 )	m	275.00		
<b>E</b>	<b>Weaving of Privacy Lattice works</b>				
e.1	Supply lattice strips and weave lattice strips in to chain link fence as per sheet No. 104.	m2	688.00		
<b>F</b>	<b>Security Gates</b>				
f.1	In accordance with Sheet No. 101 supply materials and labour for the construction of two (2) security gates. In addition cateter for the excavation and planting of two (2) vertical 4" diameter metal post in a 1' -8" x 1'-8" x 2' deep concrete footings as shown. On both vertical post include for constructing of metal brackets at the top for the gate to be secured within.	Item			
Nb: Contractor shall be responsible for providing its own power and transportation of water to site.					
<b>Total to Form Tender</b>					



# **AGREEMENT**

**between**

**GOVERNMENT OF MONTSERRAT**

**and**

.....

1. This Agreement is made the       day of       **2015** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **Mrs. Camille Gerald**, Permanent Secretary, Office of the Premier (hereinafter referred to as "**GOM**") of the one part and ..... whose address is ..... acting herein and represented by ..... (hereinafter referred to as the "**Contractor**") of the other part.
2. This Agreement shall take effect from the .... day of ..... **2015** and subject to prior termination as provided by this agreement shall continue for a period of ..... months/years.
3. In this Agreement:
  - a) "Agreement" means these General terms and Conditions in Schedule 1 together with the Specification drawings, Signed Form of Tender, Priced Bill of Quantities, Specifications, Contract Drawings, tender circular, addenda and any document incorporated into this agreement by reference;
  - b) "**Contractor**" includes the **Contractor**, and his/its employees;
  - c) "deliverables" includes specifications, drawings and any component element of the Works;
  - d) "Engineer" means a duly authorized representative of GOM who is also qualified and trained as a Civil Engineer
  - e) "Works" means the works to be executed in accordance with this agreement as described in the Specification drawings.
4. The **Contractor** is an independent contractor and shall not be considered in any respect as being an employee of **GOM**.
5. The **Contractor** shall supply its Montserrat Social Security number and verify the accuracy of the number as entered on all documentation connected with this agreement, and shall provide to **GOM** evidence of good standing with and observance of the requirements of the Social Security Board.
6. The representative of **GOM** for the administration of this agreement is the Permanent Secretary, Office of the Premier, (hereinafter referred to as the Administrator). The Administrator shall have final authority for acceptance of the **Contractor's** performance, and if satisfactory shall initiate the process for approval of payment to the **Contractor**. No payment shall be made without such approval.
7. The **Contractor** shall provide the deliverables specified in column 1 of Schedule 2, within the timelines set out in Column 2 of Schedule 2, in return for the fees set out in column 3 of Schedule 2, under the terms and conditions outlined in Schedule 1.

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

BY

BY

\_\_\_\_\_  
**Camille Gerald**  
Permanent Secretary,  
Office of the Premier

WITNESS

WITNESS



## SCHEDULE 1

### Terms and Conditions

- I. **GOM** may at any time by a written notice modify the deliverables described in Schedule 2 and promptly upon receipt of such modification the **Contractor** shall within 7 days either advise that the change will not affect its costs or cause a delay in providing the deliverables, or furnish a breakdown of estimated changes in costs or delay in the deliverables attributable thereto. Upon receipt of the breakdown by **GOM** any changes necessary to the other terms and conditions of the agreement shall promptly be negotiated by the parties and incorporated in an amendment to this contract. The **Contractor's** failure to advise of any such changes or delays shall constitute the **Contractor's** consent to the modification without adjustment to the other terms and conditions of this agreement.
- II. As full consideration for the services performed by the **CONTRACTOR** under the terms of this agreement the **GOM** will pay the fees as outlined in Schedule 2, payable against original invoices delivered to the **GOM** at its headquarters by the **CONTRACTOR**, provided that **GOM** may give notice of its intention not to pay such fee where:
  - a. the **CONTRACTOR** has failed to carry out services/provide the deliverables, or has defectively carried out services/provided deliverables required by this Agreement to be carried out and has not remedied such failure or defect within a reasonable time;
  - b. the **CONTRACTOR**, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
  - c. there is a breach of any other provision of this Agreement;and upon giving such notice the **GOM** may withhold payment accordingly.
- III. The **GOM** shall have the right, at its expense, to have a representative of the **GOM** inspect such records and invoices of the **CONTRACTOR** as are necessary to verify the **CONTRACTOR's** performance and all expenses submitted pursuant to this Agreement and the **CONTRACTOR** shall make such records and invoices available for inspection during normal business hours at the **GOM** Headquarters.
- IV. All records related to this Agreement at any time in the possession of the **CONTRACTOR** shall be retained for a period of one (1) year after the termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the **GOM**, shall be retained by the **CONTRACTOR** until the claim has been resolved.
- V. The **CONTRACTOR** shall not remove any material, goods or equipment purchased by the **GOM** and furnished to the **CONTRACTOR** to facilitate the performance of its obligations under this contract without the prior written consent of the Administrator.
- VI. The **CONTRACTOR** shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The **CONTRACTOR** shall not seek to acquire any such information outside of the performance of its/his duties under this Agreement.
- VII. (a) The **Contractor** shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the **GOM**, such consent not to be unreasonably withheld.



(b) The **Contractor** retains full and complete responsibility for every aspect of the Works and deliverables including any aspect which might be sub-contracted or assigned to another person under clause VII (a), including the duty to ensure that any such part of the Works or deliverables are completed in a good and workmanlike manner, with sound materials and in conformity in all respects with the drawings, elevations and specifications and at all times and in every respect in compliance with the Building Codes of Montserrat and all the applicable laws.

(c) The **Contractor** shall respond to any reasonable query from GOM regarding the quality and quantity or materials procured by him/it for use in the Works and deliverables and shall provide **GOM** with satisfactory evidence of his/its compliance with the agreed specifications periodically/monthly/quarterly during the construction of the Works and within ..... days/months/weeks of completion.

(d) The **Contractor** shall procure and supply all materials required and described in the priced Bill of Quantities, specifications, tender circular, addenda and contract drawings and shall ensure that those materials are used in construction of the Works and provision of the deliverables.

VIII. The **Contractor** agrees to undertake and complete the erection of fencing and security gate and construction of security check point and all Works described in the Specifications, drawings, the tender documents and all tender circulars and addenda.

IX. The **Contractor** and **GOM** agree that they will each have the respective obligations under this agreement as outlined in **Schedule 3**.

(a) The **Contractor** agrees to indemnify, and keep the **GOM** indemnified, from and against any and all loss, damage, expense, liability, claim or proceedings (whether criminal or civil) suffered by **GOM's** agents, servants or third parties, including any legal fees and costs incurred, resulting from a breach of this Agreement by the **Contractor** and/or arising in connection with the performance of this agreement by the **Contractor** or arising out of or in the course of or caused by the carrying out of the Works:

- (i) in respect of personal injury to or death of any person; or
- (ii) in respect of any damage whatsoever to any property real or personal due to any negligence, omission and default of the Contractor.

(b) The **Contractor** agrees to indemnify **GOM** in respect of claims from anyone suffering damage to their equipment or property, or accidents suffered by their employees, agents or third parties, resulting from the **Contractor's** actions.

X. The Contractor shall produce such evidence as GOM may reasonably require that the insurance's referred to in the form of tender have been taken out and are in force from commencement of works until .....

XI. The Contractor shall ensure that suitable systems for controlling traffic and pedestrian movements are discussed with the Traffic Commissioner and implemented during its operations to minimize any delays to road users.

XII.(a) **GOM** will disburse each payment in respect of the deliverables only after receipt of certification issued by the Engineer that:

- (i) the respective phase of the Works or deliverable has been satisfactorily completed and complies with the drawings and building code;



(ii) the value of the work completed at that stage corresponds to or exceeds the sums previously disbursed.

and  
period  
(b) **GOM** shall retain 5% of each payment up to a maximum of 3% of the contract sum  
release the accumulated total retention to the **Contractor** at the end of the warranty  
provided that all works and repairs have been executed to **GOM's** satisfaction.

XIII. The parties agree that a warranty period of 12 months is part of the agreement, during which time the Contractor bears full responsibility for the execution of maintenance of the works and any repair or correction which becomes necessary due to the failure and incorrect performance of the Contractor.

XIV. The **Contractor** shall notify **GOM** in writing of his/its completion of the Works. The Engineer shall certify the date when in his opinion, the Works have reached practical completion. This date shall be the date of commencement of the warranty period.

XV. The **Contractor** shall pay to **GOM** a penalty of 1% of the contract price a day, for every day the completion of the Works is overdue.

XVI. The parties agree that a dispute relating to the agreement shall be determined by a Mediator. Any party may request that a Mediator be appointed. The parties shall try to agree a single Mediator by whom the matter shall be determined. The Mediator once appointed shall specify a reasonable time and date for submissions, and information by each party. The parties shall cooperate with the Mediator and with such enquiries that he/she may deem necessary. No confidential information supplied to the Mediator shall be disclosed to any third party. The Mediator may set out his/her own procedure and be entitled to award financial damages or to order the performance or prohibition of any act as he/she deems fit. Both parties agree to abide by the decision of the Mediator in any such matter.

XVII. a) The **Contractor** shall receive two complete originals of this agreement.  
b) Subsequent to the commencement of the agreement, the **Contractor** shall receive a copy of all additions to and amendments to the Specifications or drawings.

XVIII. a) If, before the date for practical completion, the **Contractor** shall make a default in any one or more of the following respects:

(i) Without reasonable cause he/it wholly or substantially suspends the carrying out of the Works, or

(ii) He/it fails to proceed regularly or diligently with the Works, or

(iii) He/it refuses or neglects to comply with a written notice/instruction given by the Engineer and by such refusal or neglect the works are materially and adversely

affected

The Engineer may give to the **Contractor** a notice specifying the default or defaults.





(b) If the **Contractor** continues with the default for 14 days from the issue of the notice under the agreement **GOM** may by a further notice to the **Contractor** terminate this agreement. Such termination shall take effect on the date of receipt of such further notice.

(c) **GOM** shall not issue a notice of termination shall not be given unreasonably or vexatiously.

(d) The Engineer shall determine the amount due to the **Contractor** which shall include loss, damage or expenses incurred by **GOM** as a direct consequence of the termination. A final payment certificate will be prepared by the Engineer.

(e) If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more

(i) Force majeure, or

(ii) The Engineer's instruction

the **Contractor** or **GOM** may upon expiry of the period of the suspension give notice to the other party that unless suspension is terminated within 7 days after the receipt of such notice, **GOM** shall pay to the **Contractor** the total value of the Works properly executed at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.

(f) A party shall not issue a notice of termination unreasonably or vexatiously.

XIX. The Engineer may issue instructions on behalf of **GOM**, with regard to the postponement of any or all the Works to be executed under this contract.

XX. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

XXI. This Agreement supersedes any prior Agreement between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.

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

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

(b) A party that is delayed in meeting or that fails to perform its obligation under this agreement because of Force Majeure, shall have no liability to the other for such delay or failure to

perform. Both parties shall use reasonable endeavours to mitigate as far as possible, the effects of the Force Majeure event.

(c) If one party is prevented from or delayed in performing its obligations under this agreement as a result of Force Majeure, the other party shall be released to the equivalent extent from its obligation in relation to that particular Force Majeure event.

XXIV. The provisions relating to confidentiality, indemnities and limitation of liability shall survive any completion, rescission, expiration or termination of this agreement. In addition, all rights and restrictions relating to any perpetual licenses and all payment terms relating to any outstanding payments shall survive.

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

(a) A notice shall be delivered as follows:

(i) if to **GOM**, to:

Camille Gerald  
Permanent Secretary  
Office of the Premier  
Government Headquarters  
Brades  
Montserrat  
Fax: (664) 491-6780  
Email: [geraldc@gov.ms](mailto:geraldc@gov.ms)

(ii) if to the **Contractor**, to:

Address: .....

Email: .....

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

## SCHEDULE 2

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

Services/Deliverables	Timelines	Fees

## SCHEDULE 3

**Obligations of each party under this agreement**

Contractor's obligations	GOM's obligations

## SCHEDULE 4

**List all documents making up the contract**



**GOVERNMENT OF**

**MONTSERRAT**

**GENERAL CONDITIONS**

**OF**

**CONTRACT**

## **GENERAL CONDITIONS**

### **1 Definitions**

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

### **2 Contract Document - Priority**

- 1) Contract Agreement
- 2) The Drawings
- 3) Specifications

- 4) Conditions of Contract
- 5) Any other document forming part of the Contract

### **3 Extent of Contract**

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

### **4 Power to Vary or Omit**

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

### **5 Assignment of Contract**

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

### **6 Supply Materials**

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

### **7 Setting Out**

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

### **8 Workmanship**

The Contractor shall at all times carry out his works in accordance with



the laws of the Colony.

- i. The Employer may from time during the course of the Contract inspect any completed or part-completed work of the Contractor. If the Employer is not satisfied with such work, he in writing, inform the Contractor of his dissatisfaction.
- ii. Notwithstanding any such progress inspection by the Employer the Contractor shall at all times carry out the Contract in a workman-like manner. On completion of the works, the Contractor shall satisfy the Employer as to the quality and fitness of the work.

## **9 Removal of Debris**

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

## **10 Supervision of Works and Skilled Workmen**

The Contractor shall provide all necessary superintendence during the execution of the works.

The Contractor shall employ in and about the execution of the Works only such persons who are carefully skilled and experienced in their several trades.

- a) The Supervising Officer may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the Works of any person employed thereon.

## **11 Contractor's Plant**

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

## **12 Payment Fees**

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

## **13 Safety**

- a) The Contractor is responsible for the safety of all persons employed by him.
- b) He shall in no way carry out any work that could be seen to endanger the

life of any of his employees or of any member of the general public,  
including any other employee of the employer.

**14 Injury to or death of a person**

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

**15 Damage to Property**

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

**16 Evidence of Insurance**

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

**17 Traffic Control**

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

**18 Payment to the Contractor**

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

**19 Warranty Period**

A warranty period of 12 months is part of the Contract agreement, during which



time the Contractor bears the full responsibility for the execution of maintenance of the works and any repair or correction which might become necessary due to the failure and incorrect performance of the Contractor.

**20 Handing Over Completed Works**

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

**21 Failure to Meet Completion Date**

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

**22 Matters not Contained in the Contract**

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

**23 Matter of Disagreement**

If in the execution of this Contract any matter arises that cannot be agreed on by the Contractor and the Contract Administrator, the following procedure shall be taken:

23.1 Any dispute should be raised in writing to the Director PWD. The Director will investigate and deliver a report and recommended remedy to the parties involved. The parties have seven days to accept the recommended remedy or to appeal the Director's decision to the Attorney General of the GOM. If no objection is received within seven days the Director's remedy becomes binding.

23.2 The Attorney General (AG) or his/her nominee will consider the appeal using written submissions from the parties involved. It will be at the AG's discretion as to whether to enter a dialogue with the parties involved or to rely solely on the written submissions. The AG's remedy will be binding on the parties.

The parties can either agree to share the cost of the appeal process or to have the AG agrees to apportion charges as considered appropriate. If this option is chosen then the parties are deemed to be agreeing to be bound by the AG's apportionment.



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

**25 DETERMINATION OF THE CONTRACT**

**1) Default by the Contractor**

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

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

The Engineer may give to the Contractor a notice specifying the default or defaults.

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

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

**2) Consequences of determination under clause 25 .i.**

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

**3) Determination by the Contractor or Employer**

If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one

or more of the events stated below for a period of three months or more

- a) Force majeure, or
- b) The Engineers instruction

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

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

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

## **26 SUSPENSION OF THE UNCOMPLETED WORKS**

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



## **EVALUATION OF TENDER**

### **Evaluation Criteria**

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

Criteria Description	Weight (%)
Price	60
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.

### **Price (60%)**

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.

### **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 \$80,000.00 for material and labour. 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.

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

**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.....2015

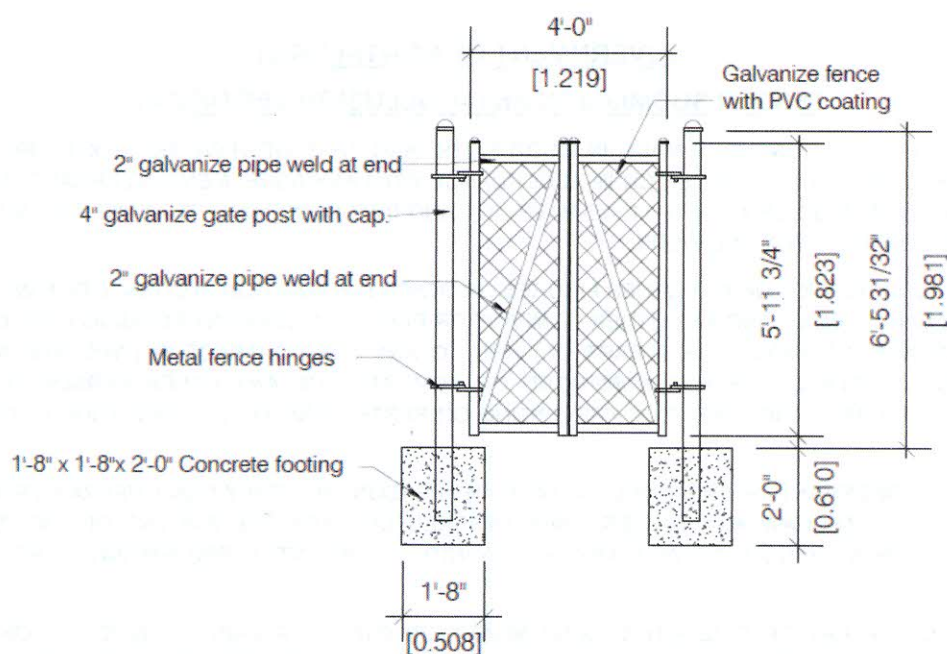
DULY AUTHORISED TO SIGN TENDERS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM.....

FULL POSTAL ADDRESS.....

TELEPHONE No..... FAX No .....





## Tech Gate

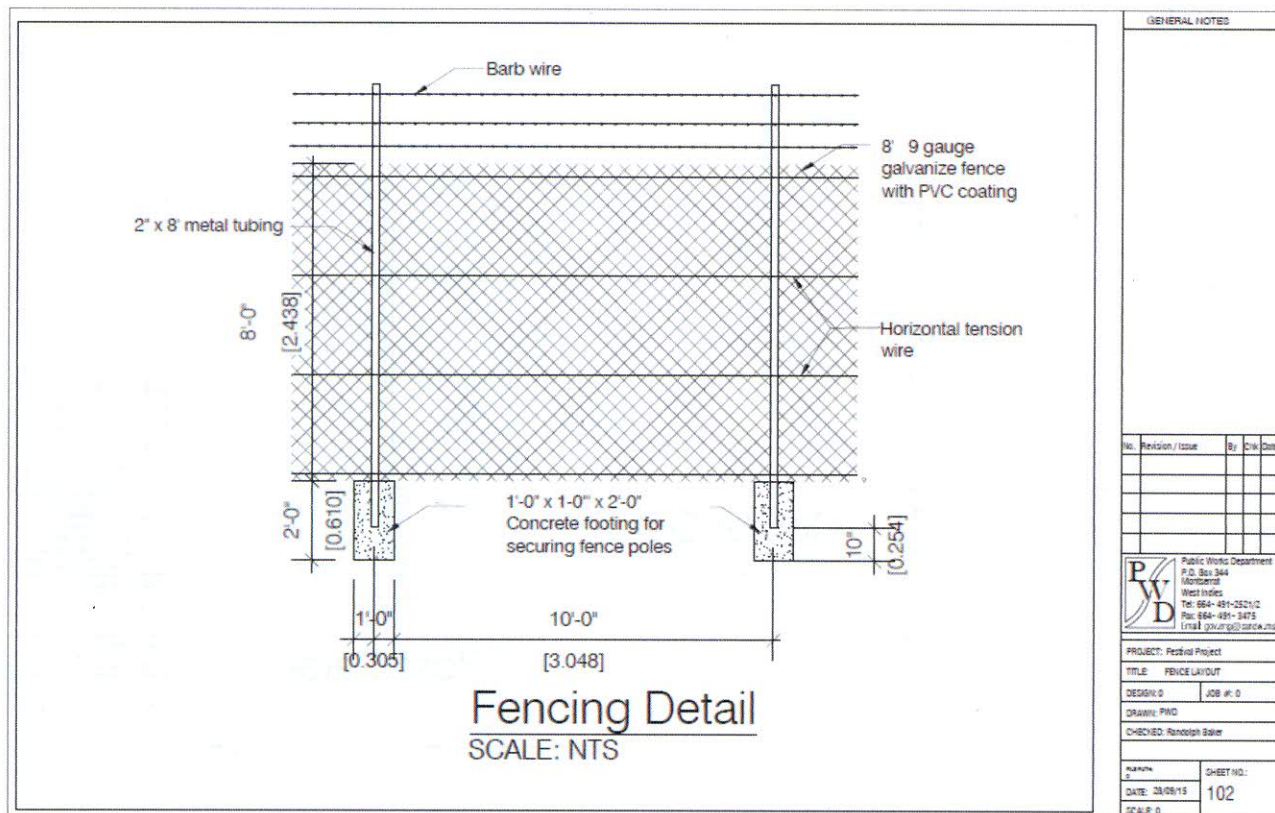
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No.	Revision / Issue	By	Clin	Date

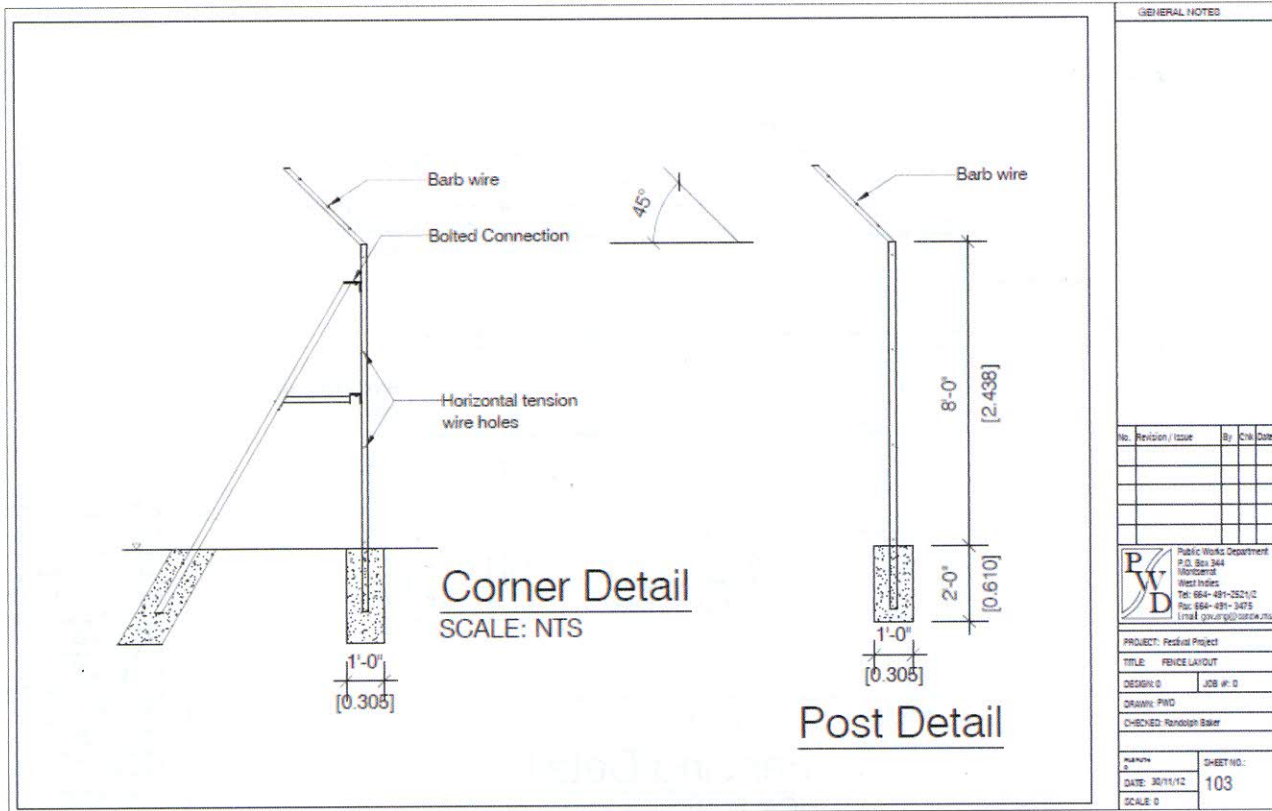
<b>PWD</b>	Public Works Department P.O. Box 344 Montserrat West Indies Tel: 664-491-2521/2 Fax: 664-491-3475 Email: govzorg@pwrw.ms
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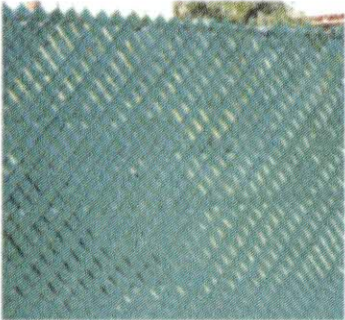
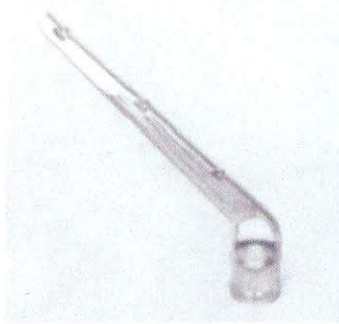

PROJECT: Festival Project
TITLE: Main Gate Entrance
DESIGN: D
DRAWN: PWD
CHECKED: Randolph Baker

DATE: 28/8/15	SHEET NO.: 101
SCALE: NTS	







GENERAL NOTES			
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p><b>WEAVING OF LATTICE PRIVACY STRIPS</b></p> </div> <div style="text-align: center;">  <p><b>2-inch Barb Wire Arm</b></p> </div> </div>			
No.	Revision / Issue	By	Date
 <div style="font-size: x-small;">             Public Works Department              P.O. Box 344              Montserrat              West Indies              Tel: (664) 491-3371/2              Fax: (664) 491-3475              Email: <a href="mailto:pw@ms.gov.ms">pw@ms.gov.ms</a> </div>			
PROJECT: Festival Project			
TITLE: FENCE LAYOUT			
DESIGN: D		JOB #: 0	
DRAWN: PHD			
CHECKED: Randolph Baker			
DATE: 30/11/12		SHEET NO.: 104	
SCALE: 0			