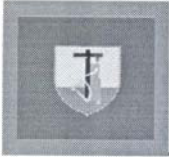


Road Maintenance

Supply of Emulsion for Road Works

November 2014



MINISTRY OF COMMUNICATIONS, WORKS & LABOUR

P O BOX 314, BRADES, MONTSERRAT, W I

◆ Tel (004) 491-2321/2322 ◆ Fax (004) 491-0639 ◆ Email mon@mt.gov.ms

November 5th, 2014

Dear Sir/Madam,

Re: Tender for the supply of Emulsion for Road Works

You have been invited to tender for the supply of the above materials to be delivered to the Port Little Bay, Montserrat. Attached are the tender documents consisting of:

1. Instruction to Tenderers
2. Document Check List
3. Form of Tender
4. Form of Agreement
5. Bill of Quantities

Please print and return a complete document of the Priced and signed Form of Tender, Tender Checklist, Bill of Quantities and a copy of your Tax Compliance (*If Locally based*). **These should be placed in an inner envelope and addressed to, The Chairperson, Departmental Tender Committee, Ministry of Communications, Works and Labour, Brades Montserrat. The name of the project should also be written on this inner envelope and should read, "Tender for the supply of Emulsion for Road Works". The name of the tenderer should also be written on the inner envelope. The inner envelope should be placed in an outer envelope addressed to The Chairperson, Departmental Tender Committee, Ministry of Communications, Works and Labour, Brades Montserrat. The name of the project should also be written on this outer envelope and should read, "Tender for the supply of Emulsion for Road Works". The outer envelope should bear no identification of the tenderer. Tenders are to be received no later than 3:00p.m on Wednesday November 12th 2014. Please ensure that no additional marks are placed on the outer envelope.**

Given the nature and urgency of the materials needed, the supplier will be expected to supply the materials in as little time as possible for the timely completion of works. Therefore, delivery time will be an important component in the tender evaluation process.

Any queries relating to the tender or works included should be made in writing to the Director, Public Works Department.

Yours faithfully,


.....
Beverley Mendes
Permanent Secretary,
Ministry of Communications, Works and Labour

Instructions to Tenderers

1. The contract conditions adopted for this project will be the Montserrat General Conditions of Contract.
2. Tenderers are to complete the **Form of Tender**, **Document Check list** and **Bill of Quantities** for the works. Failure to fully complete these documents may lead to their bid becoming non-compliant and rejected. **Documents not produced at the opening stage must be verified and submitted before any award of contract can be made. See Document Check List.**
3. All works undertaken will be the subject of taxation in accordance with the current legislation. Tenderers must submit a current Tax Compliance Certificate with their bid ***if locally based***.
4. Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, "**Tender for the supply of Emulsion for Road Works**" and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications, Works and Labour, Brades Montserrat**. The name of the tenderer should be written on this inner envelope. Tenders should then be placed in an outer envelope, duly sealed and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications, Works and Labour, Brades Montserrat** to be received no later than **2:00pm Wednesday November 05th 2014**. **The name of the project should be written on the outer envelope and should read "Tender for the supply of Emulsion for Road Works". The name of the Bidder should not be written on this outer envelope**. Tenders should not have any additional marks on the envelope. **Late tenders will not be considered.**
5. 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.
6. Tenderers are not allowed to submit alternative tenders.
7. The Employer is not bound to accept the lowest tender and has the right to accept and reject any tender.
8. All tenderers must provide a signed receipt in respect of circular tender addendum. Electronic acknowledgement would be considered acceptable.

Brief description of the Works

- Source and supply of CSS-1h Emulsion and deliver to Port Little Bay, Montserrat.

FORM OF TENDER

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Brades
Montserrat

Dear Sir/Madam,

Re: Tender for the supply of Emulsion for Road Works

I/We the undersigned undertake to the supplying of the above Materials delivered to Port Little Bay, Montserrat:

US\$

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

If my/our tender is accepted, I/We undertake to deliver the materials within ____ **Days** from the date of receipt by me/us of the official order. I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender.

I/We confirm this tender shall remain valid for a period of 30 days from the date of submission of this tender.

Name.....

Signed.....

Name of firm (If Applicable)

Address.....

.....

Tel. nr.....

Fax nr.....

Email Address

Date.....

BILL OF QUANTITY

Item	Description	Units	Qty	Rate US\$	Total US\$
1.00 1.01	Emulsion Supply CSS-1h Emulsion to be delivered to Port Little Bay, Montserrat Delivery is to be made in 45 - 50 Gallon drums in a 20ft container. N.B. The supplier is responsible for any shipping and transportation cost that would be incurred in getting the emulsion to Montserrat	Drums	98		
	Total value				

GOVERNMENT OF MONTSERRAT (GOM)

GENERAL CONTRACT CONDITIONS FOR SUPPLY OF GOODS

This Agreement is made the..... day of..... **2014** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Communications, Works and Labour (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 Supplier**”) of the other part.

1. INTERPRETATION

1.1. In these conditions:-

The Contract means the agreement concluded between the GoM (PWD) of the Government of Montserrat and the Supplier, including all specifications and other documents which may be incorporated or referred to herein;

The Purchaser means the Government of Montserrat.

The Supplier” means the company/ companies/ individual/s that are responsible for supplying the goods or service.

The Administrator or Contract Administrator (CA) means the duly authorised 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 Supplier. The Administrator shall have final authority for acceptance of the **Supplier's** performance, and if satisfactory, shall initiate the process for approval of payment to **the Supplier**. 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 and inserted as part of the signed contract.

The Goods, or where referred to in the Specification as “items” means all materials or articles which the Supplier is required to supply under the Contract.

The Specification means the GoM's requirements for the supply of items details of which have been provided to the Supplier.

2 VARIATIONS OF CONDITIONS

The Goods shall be supplied in accordance with these Conditions and Specification 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.

3 SPECIFICATION

The Goods shall be supplied in such quantity and quality as specified in the tender documents and equal in all respects to the description, specification, pattern or Supplier's sample which form part of the Contract or are otherwise relevant for the purpose of the Contract. Except in so far as may otherwise be indicated by such description, specification pattern or Supplier's sample, the Goods shall be strictly in compliance with the latest relevant British Standards or equivalent American Standards where such exist.

4 DELIVERY AND ACCEPTANCE

- 4.1 The Goods shall be delivered by the Supplier's carriage paid in such quantities and in such manner and at such times as shall be agreed between the Supplier and GoM in accordance with timelines.
- 4.2 The Goods shall be inspected by the Contract Administrator within 14 days after delivery and may be rejected if:
 - (i) found to be defective or differing substantially in form or material from the requirements of the Contract; or
 - (ii) if they do not comply with any term express or implied in the Contract
- 4.3 The Contract Administrator shall immediately notify the Supplier of the discovery of any defects or any element of non-compliance identified under clause 4.2 and shall invite the Supplier to investigate such defects within 14 days.
- 4.4 The GoM may reject the whole of or any part of the consignment if a reasonable sample of the Goods taken indiscriminately from that consignment is found not to conform in every material respect to the requirements of the Contract and shall notify the Supplier within 2 days of delivery of the goods.
- 4.5 Goods so rejected after delivery shall be removed by the Supplier at his own expense within 30 days from the date of the receipt of notification of rejection. In the event of the Supplier failing to remove them within such period, the GoM shall be at liberty to return the rejected goods at the Supplier's risk and expense.

5 PROPERTY AND RISK

The property and risk in the Goods shall pass to the GoM when the Goods have been delivered to the PWD Asphalt Plant, Brades, Montserrat in accordance with the specifications provided.

6 NON-DELIVERY

Without prejudice to any other right or remedy, should the Supplier 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 relied on then:

- 6.1 The GoM shall be at liberty to determine the Contract and to purchase other goods of the same or similar description from another Supplier to make good such default; and,
- 6.2 The GOM shall recover from the Supplier any sum or sums paid to the Supplier in respect of the Goods. Also The GOM shall be able to recover from the supplier any increased costs resulting from obtaining supplies from an alternative supplier.

7 PAYMENT

- 7.1 As full consideration for the services performed by the Supplier 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 Supplier, provided that **GoM** may give notice of its intention not to pay such fee where:
- a. The Supplier has failed to carry out services, or has defectively carried out services required by this Agreement and has not remedied such failure or defect within a reasonable time;
 - b. The Supplier, 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.
- 7.2 Whenever under the Contract, any sum of money that shall be recoverable from or payable by the Supplier, the same amount may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract as a debt.
- 7.3 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 Supplier 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 Supplier may terminate this Agreement immediately. Nothing stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.

8 INDEMNITY AND INSURANCE

- 8.1 Without prejudice to its liability for breach of any of its obligations under the Contract; the Supplier shall be liable for and shall indemnify the GoM against any liability, loss, costs expenses, claims or proceedings whatsoever arising under any statute or common law in respect of:-
- 8.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
 - 8.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any defect in the Goods or the delivery or unloading of the Goods by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of The Public Works Department, its employees, servants or agents.
- 8.2 The Supplier shall insure against its full liability under this Condition.

9 ASSIGNMENT

- 9.1 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 Supplier.
- 9.2 The Supplier shall not:-
- 9.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the GoM; or

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

10 CONFIDENTIALITY

- 10.1 All information, drawings, specifications documents and other data which the GOM may have imparted and may from time to time impart to the Supplier relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.
- 10.2 The Supplier 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 the GOM's prior written consent.

11 GRATUITIES

The Supplier shall not, whether by himself or by any person employed by him to supply the Goods, solicit any gratuity or tip or any other form of money or take any reward or collection or charge for any of the Goods other than bona fide charges approved by the GoM.

12 BRIBERY AND CORRUPTION

The GoM shall be entitled to determine the Contract and to recover from the Supplier the amount of any loss resulting from such action if:-

- 12.1 The Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with GoM;
- or
- 12.2 The like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier);
- or
- 12.3 In relation to any contract with the GOM, the Supplier or person employed by it
- or
- acting on its behalf shall:-
- 12.3.1 have committed an offence under the Integrity in Public Office Act No. 2 of 2010.
- or
- 12.3.2 have given any fee or reward, the receipt of which is an offence under the relevant laws

13 TERMINATION

- 13.1 The GoM may terminate this Contract in any of the circumstances set out in 13.2 below by giving to the Supplier notice in writing where the Supplier;-
- 13.1.1 Commits a breach of any of its obligations under this Contract;
- 13.1.2 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;
- 13.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 13.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 13.1.5 Has an administrative receiver appointed;
- 13.1.6 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
- 13.1.7 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; then 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.
- 13.2 If the Contract is terminated as provided in this condition then the GoM shall:-
- 13.2.1 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;
- 13.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;
- 13.2.3 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 Supplier as a debt). Such loss shall include the reasonable cost to the GoM of the time spent by them in terminating of the Contract as aforesaid have been due to the Supplier.

14. WAIVER

- 14.1 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.

15 COMPLETE AGREEMENT

15.1 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.

16 GOVERNING LAW

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

17 FORCE MAJEURE

17.1 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.

18. NOTICES

18.1 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.

18.2 A notice shall be delivered as follows:

A. if to the Supplier, to:

Name
Designation
ADDRESS

Tel: (...)
Fax: (...)
Email:

B. if to the GOM, to:

Beverley Mendes
Permanent Secretary
Ministry of Communications, Works and Labour
Brades
Montserrat

Tel: (664) 491-2521 or 22
Fax: (664) 491-6659
Email: mcw@gov.ms
Email: mendesb@gov.ms

19. CONFIDENTIALITY

19.1 The Supplier 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 Supplier shall not seek to acquire any such information outside of the performance of its duties under this Agreement.

20. MEDIATION AND ARBITRATION

20.1 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.

21. SIGNATURES

21.1 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.

Insert names etc.

A. SUPPLIER

Name.....
Designation.....
Signature.....
Witness Name.....
Designation.....
Signature.....

B. GOM

Name.....
Designation.....
Signature.....
Witness Name.....
Designation.....
Signature.....