

Verge Cutting & Drain Cleaning Contract 2014

Tender for the Area

Brades Intersection to Junction at A&F Filling Station

JULY 2014



MINISTRY OF COMMUNICATIONS, WORKS & LABOUR

P O BOX 344, BRADES, MONTSERRAT, W I

◆ Tel: (664) 491-2521/2522 ◆ Fax: (664) 491-6659 ◆ E-mail: mcw@gov.ms

July 28th, 2014

Dear Sir/Madam,

“Tender for Verge Cutting and Drain Cleaning Contract 2014 – Brades Intersection to Junction at A&F Filling Station”.

You have been invited to tender for a contract to carry out verge and drain maintenance works from the area of Brades Intersection to Junction at A&F Filling Station. This contract will be for a period of **8 Months**. 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
6. Specifications

The Tender, complete with the Priced and signed Form of Tender, Tender Checklist, Tax compliant certificate and Bill of Quantities should be placed in an inner envelope and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications, Works & Labour, Brades, Montserrat**. The name of the project should also be written on the inner envelope and should read, **“Tender for Verge Cutting & Drain Cleaning Contract 2014 – Brades Intersection to Junction at A&F Filling Station”**. The name of the tenderer should also be placed on the inner envelope. The inner envelope should be placed in a larger outer envelope and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications, Works & Labour, Brades, Montserrat**. The name of the Project should also be written on the outer envelope and should read, **“Tender for Verge Cutting & Drain Cleaning Contract 2014 – Brades Intersection to Junction at A&F Filling Station”**. The outer envelope should bear no identity of the tenderer and should be received no later than **2:00pm on Friday August 08th 2014**. Please ensure that no additional marks are placed on the envelope.

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

Yours faithfully,

.....
Beverley Mendes
The Chairperson,
Departmental Tender Committee
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 should fully complete the Form of Tender, Bill of Quantities and the Check List for the works. Failure to fully complete and return these three documents and provide the additional information stated in these instructions may render the bid non-compliant and it may be rejected.**
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. The Tender, complete with the Priced and signed Form of Tender, Tender Checklist, Tax compliant certificate and Bill of Quantities should be placed in an inner envelope and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications, Works & Labour, Brades, Montserrat**. The name of the project should also be written on the inner envelope and should read, **“Tender for Verge Cutting & Drain Cleaning Contract 2014 – Brades Intersection to Junction at A&F Filling Station”**. **The name of the tenderer should also be placed on the inner envelope**. The inner envelope should be placed in a larger outer envelope and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications, Works & Labour, Brades, Montserrat**. The name of the Project should also be written on the outer envelope and should read, **“Tender for Verge Cutting & Drain Cleaning Contract 2014 – Brades Intersection to Junction at A&F Filling Station”**. The outer envelope should bear no identity of the tenderer and should be received no later than **2:00pm on Friday 08th August 2014**. Please ensure that no additional marks are placed on the envelope. **Late tenders will not be considered**.
5. **The tenderer will be expected to contact all utilities to ensure that the proposed works do not disrupt any of the services and will be fully responsible for contacting the utilities in the event of any damage or disruption.**
6. **The tenderer should ensure that appropriate traffic management measures are in place throughout while the works are on-going. All works should be carried out in a safe manner and the relevant safety precautions incorporated into all activities.**
7. The Contractor will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.
8. 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.
9. Tenderers are not allowed to submit alternative tenders.
10. The Employer is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.
11. All tenderers must provide a signed receipt in respect of circular tenders or addendum. Electronic acknowledgement would be considered acceptable.

Brief description of the Works

- To carry out verge cutting and drain cleaning works along both sides of the road over period of **8 Months** from Brades Intersection to Junction at A&F Filling Station.
- The contractor will be required to carry out verge cutting to include tree and branch over hangs **3 times** during contract period. The periods include the beginning of the Contract and 2 other times as instructed by the Engineer.
- Also the contractor will be required to carry out drain cleaning at least **2 days** per a week over the contract period but ensure the drains are clear at **all times**. All drain grills and grating must be kept clean and cleared at all times to allow for the free flow of water.
- All culverts within the designated section must be cleaned and kept cleared at **all times**.

Ministry of Communications, Works and Labour – Tender Checklist

Project Title: “Tender for Verge Cutting & Drain Cleaning Contract 2014 – Brades Intersection to Junction at A&F Filling Station”.

Date scheme advertised Monday 28th June 2014
Tender Deadline Date: Friday 08th August 2014
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 may result in the bid being considered non-compliant and rejected. **All documents must be submitted and reviewed before any award of contract is made.**

Signed Form of Tender (**Including commencement time and completion period**)

Completed Bill of Quantities

Tax Compliance Certificate

.....
Signed on behalf of Contractor

.....
Date

FORM OF TENDER

The Chairman,
Departmental Tender Committee
Ministry of Communications, Works and Labour
Brades
Montserrat

Dear Sir/Madam;

“Tender for Verge Cutting & Drain Cleaning Contract 2014 – Brades Intersection to Junction at A&F Filling Station”.

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

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

If my/our tender is accepted, I/We undertake to commence the Works within... week/s of receiving the official 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.....

Address.....

.....

Tel. nr.....

Fax nr.....

Date.....

Email

**FORM OF AGREEMENT
ISLAND OF MONTSERRAT**

THIS AGREEMENT made the _____ between the Permanent Secretary, Ministry of Communications, Works and Labour for the Government of Montserrat (hereinafter called “The Employer”) of the one part and _____, (hereinafter called “The Contractor) of the other part.

The Employer is desirous that verge maintenance & drain cleaning works should be carried out from **Brades Intersection to Junction at A&F Filling Station** and has accepted by the contractor EC\$_____ being the amount to carry out the works according to the schedule and specifications outlined in the contract document.

NOW THIS AGREEMENT IS MADE AND WITNESSED AS FOLLOWS:

The following documents shall form and read as part of this Agreement:

- a) The Bill of Quantities
- b) The Verge Maintenance Conditions of Contract

In consideration of the payments to be made by the Employer to the Contractor, the Contractor agrees to carry out and complete the Works in accordance with the provisions of the Contract.

The Employer agrees to pay the Contractor, in return for the works complete, the Contract Price at the time and in the manner prescribed in the Contract.

Signed
Contractor

Signed
Employer

Signed
Witness

Verge Maintenance & Drain Cleaning Contract
Location: Brades Intersection to Junction at A&F Filling Station.
Bill of Quantities No 1

Item	Description	Quantity	Unit	Rate	Amount EC\$
General Items					
1.1	Mobilization, Insurance of the works & the supply of Health & Safety items.	1	Sum		
1.2	Provision of safety vest, safety goggles and road signs.	1	Sum		
Work Items					
2.1	Carry out the cutting of the grass verges and over hanging trees on both sides of the road - 3 times over an 8 month period. (See General Description of Works and technical Specification)	3	Each		
2.2	Carry out the cleaning of all drains within the section to include; kerb and slipper, 'U' drain, culverts & drain gratings and bridges - twice a week over an 8 month period. The drain gratings or grills are to be cleared immediately if becomes blocked outside of the 2 days per week period and should be kept cleared at all times. (see General Description of Works and technical Specification)	8	Months		
Total					

Signed: _____

Date: _____

VERGE AND DRAIN MAINTENANCE TECHNICAL SPECIFICATIONS

Objectives of Verge and Drain Maintenance:

Verge and grass cutting maintenance is carried out to:

- Maintain sight line visibility at junctions and bends for highway users.
- Prevent traffic signs being obscured
- Provide a pedestrian refuge where no footway exists
- Control brushwood and scrub
- Prevent the loss of width of paved surfaces
- Keep the verges in a clean and tidy state

Drain Maintenance is carried out to:

- To allow storm water to flow unimpeded from the roads and verges into culverts and watercourses and avoid flooding of the roads and property and damage to the highways at all times.

Litter Picking is carried out to:

- To keep the highway verges in a clean a tidy state and to remove any dangerous objects such as broken glass and other sharp objects likely to cause injury to pedestrians and road users at all times.

General Description of Works:

1. To control, by cutting, the growth of grass, shrubs and saplings on the verges of highways.
2. To clear the road side drains, slipper and 'U' drains of detritus, leaves, other vegetation and litter.
3. To report any highway maintenance defects likely to cause flooding or traffic accidents.

Scope of Works	
1	Cut grass on highway verge from edge of road to back of verge, which would be to nearest property boundary, edge of ghaut or similar. Maximum height of grass after cut 75mm. This is to be carried out on both sides of the road.
2	Cut down all shrubs, saplings & overhanging trees on highway verge from edge of road to back of verge and embankments, which would be to nearest property boundary, edge of ghaut or similar. Stumps should not be more than 100mm above verve level. This should be done on both sides of the road.

3	Pick-up and remove all rubbish from highway verge.
4	Remove all detritus, leaves, other vegetation and litter from kerb and slipper and 'U' drain.
5	Dispose of vegetation, detritus and litter arising from the works to an approved disposal site.
6	To report any highway maintenance defects likely to cause flooding or traffic accidents.

Technical Specification:

1.0 Minimum Cutting Frequencies and Maximum Grass Height.

1.1 The Contractor will be required to carry out the following minimum cutting frequencies or as directed by the engineer.

2014

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
							1				1

2015

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
		1									

The height of the cut shall be such that, after cutting, the height of grass and any weeds within the grass verge shall be a maximum 35 - 45mm in length.

1.2 These stated frequencies are merely minimum requirements. In addition to these minimum frequencies, the Contractor will carry out additional grass cutting in order to ensure that the grass length does not exceed 75mm at any time during the contract period. This work will be instructed by the Supervisor and paid for at the agreed rates.

1.3 Grass cutting shall be undertaken in such a manner as to cut the full extent of the area between the carriageway, fencing, driveways, embankment and/or any other boundaries. The Contractor shall ensure that no area of grass verge is left uncut and will produce an even height across the whole area.

1.4 The Supervisor may instruct the Contractor to apply an appropriate and approved herbicide to destroy grass around specified obstacles. The requirements and conditions for the use and application of herbicide will be carefully controlled so as not to damage plants, shrubs, grass and the like on neighboring property and used strictly in accordance with the manufactures instructions.

- 1.5 All grass and vegetation cuttings shall be collected at every cut including those falling outside the cutting area. The Contractor shall ensure that the clippings are collected immediately after cutting the grass. The dumping of clippings on site will not be permitted. The Contractor shall cart away the clippings for disposal at an approved site. Contractor shall make allowance in his rates for this.
- 1.6 Any litter – paper, plastic, bottles, general fly tipping and the like found on the verges will be collected and disposed of at an approved site.

2.0 Avoiding Noise Nuisance

- 2.1 The Contractor shall not undertake any grass cutting on Bank Holidays or at any such time as to cause a nuisance to residents in surrounding properties. The discretion of the Contractor shall be relied upon to ensure this. However, receipt of complaints from local residents shall be the yardstick against which this shall be measured and the Contractor shall comply with the directions of the Supervisor in this regard.
- 2.2 The Contractor shall show sensitivity in not carrying out work adjacent to education sites at times which are likely to cause disturbance.
- 2.3 The Contractor shall not undertake grass cutting operations outside of the following hours unless directed by the Supervisor:
Monday – Friday 8.00 – 18.00
Saturday 8.00 – 13.00
No work shall be undertaken on Sundays or Bank Holidays unless directed by the Supervisor.

3.0 Pruning of Vegetation Overhanging the Highway:

- 3.1 The Supervisor may instruct the Contractor to cut back hedges, trees or other vegetation which blocks the public highway and to dispose of the clippings.
- 3.2 These hedges and the vegetation may grow in private property or belong to the GoM. The Contractor will price for this work under hourly rates in the Provisional Items in the Bill of Quantities.

4.0 Use, Setting and Operation of Machinery

- 4.1 The Contractor shall at all times during the Contract Period ensure that all machines engaged in grass cutting operations are properly set and sharp as appropriate so as to produce a true and even cut and that mowers have their height of cut so adjusted to produce the correct height of cut.

- 4.2 The Contractor shall ensure that grass verges on slopes and inclines, or areas with access difficulties are mown with the suitable type of machinery. Machinery used must be appropriate to the size and area of grass being cut.
- 4.3 The Contractor shall be liable for any damage from inappropriate use, lack of maintenance or adjustment of machinery. At the direction of the Supervisor, the Contractor shall make good any such damage.
- 4.4 The Contractor shall ensure that the machinery is used efficiently in order to minimize fuel consumption and noise disturbance.
- 4.5 The Contractor will take all necessary measures as to minimize the likelihood of injury and or damage from flying stones during mowing and trimming.
- 4.6 The Contractor shall ensure that machines are properly fitted with appropriate safety guards and maintained so as to present no danger to the operator or any person in the vicinity of operations.

5.0 Pesticide Control:

- 5.1 This section provides the specification for all operations relating to the application of pesticide. The compliance of all the conditions in this section is paramount. The Contractor shall submit to the Client Officer for approval a list of the chemicals and their intended use. The Supervisor will approve those chemicals that he deems satisfactory.
- 5.2 **General Conditions**
All pesticides and growth regulators to be used in the undertaking of the works will be those approved by the Supervisor. All pesticide applications shall be in accordance with the terms and conditions stated on the product label and comply with Codes of Practice for safe use of Pesticides.
- 5.3 **Operator Certification**
The Contractor shall ensure all operatives engaged in undertaking the application of any "pesticide" to be suitably qualified and assessed and shall ensure that only those operatives are engaged in the application of such materials.
- 5.4 **Protective Clothing**
The Contractor shall provide his staff with all protective clothing applicable to the materials being applied at any one time and shall give his staff access to such washing and cleaning facilities as are required. The Contractor shall ensure that his employees, whilst engaged in application of materials, wear protective clothing as appropriate and that they observe all safety precautions as required.

5.5 Education Premises

No spraying work of any kind shall take place within 100 m of any Education Premises during term time unless an agreement has been made with the Supervisor.

5.6 Damage to the Environment

The Contractor shall ensure that the method of application and the undertaking of such works proceed in such a manner as to cause no damage or injury to any person, desirable plant, animal, machine or item of equipment other than the specific pest or plant which the pesticide is to control. Any such damage shall be held to be the responsibility of the Contractor and he shall be required to make good any damage and shall be responsible.

5.7 Water Courses

The Contractor shall ensure that the method of application and the undertaking of works in no way leads to the pollution of any water course or water supply. Any such pollution shall be held to be the responsibility of the Contractor and he shall be required to make good any damage and shall be held to be responsible for any claims for compensation arising from his actions or omissions.

6.0 Drain Cleaning:

6.1 The kerb and slipper drains will be cleared of all detritus, leaves, other vegetation and litter. Any grass or vegetation growing through the joints or the like will be removed. All drain grills and gratings shall be cleared at all times to allow for the free flow of water.

6.2 The 'U' drains will be cleared of all detritus, leaves, other vegetation and litter. Any grass or vegetation growing through the joints or the like will be removed.

6.3 All culverts will be inspected and cleared of detritus, leaves, branches, other vegetation and litter. Particular attention will be paid to the culvert mouths, upstream and downstream, to ensure unimpeded flow of water through the culvert.

6.4 Water courses leading to culverts will be inspected and cleared for a minimum of 30m upstream and 20m downstream. Any fallen trees, branches or any other objects likely to impede the free flow of water will be removed.

6.5 Reports in a format agreed with the Government Engineer will be submitted by the contractor on the condition of every culvert.

7.0 Safety Precautions:

- 7.1 In all cases the Contractor shall allow in his rates for appropriate safety coning and advanced signing.
- 7.2 Where the works entail closing or partially closing one lane of traffic, a stop-go board system will be employed with appropriate signage.
- 7.3 All operatives will wear high visibility vests as a minimum for conspicuity.
- 7.4 All operatives will use appropriate personal protective clothing for the tasks they are carrying out, for example – gloves, goggles, face visors and safety footwear.
- 7.5 All operatives will be fully trained in all operations they are expected to carry out.
- 7.6 Operatives using machinery should be rotated throughout the shift to minimize the effects of vibration white finger from over exposure to vibration.
- 7.7 The Contractor will ensure that all employees must use all necessary items of protective clothing when engaged in work.

8.0 Supervision and Staff:

- 8.1 The Contractor shall provide to the Supervisor at the commencement of the Contract Period and whenever a change in personnel engaged in the contract occurs, or more frequently if requested by the Supervisor, a full detailed list of all staff employed in the Service.
- 8.2 The Contractor shall establish a suitable supervisory system for monitoring the quality of work done and the achievement of programmed work.
- 8.3 The Contractor shall, whenever work is in progress, have the correct category of competent person in charge on site and the works shall be executed by a sufficient number of suitably trained staff of the Contractor who is experienced in this type of work.