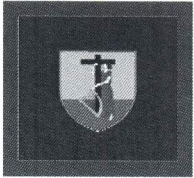


ROAD MAINTENANCE

Tender for the Construction of Reinforced Concrete Trapezoidal Drain in Palm Loop.

July 2015



MINISTRY OF COMMUNICATION, WORKS AND LABOUR

P O BOX 344, BRADES, MONTSERRAT, W I

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

July 1st, 2015

Dear Sir,

Re: Tender for Construction of Reinforced Concrete Trapezoidal Drain in Palm Loop Woodlands.

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

1. Instruction to Tenderers
2. Form of Tender
3. Document Checklist
4. Form of Agreement
5. Bill of Quantities
6. Specification
7. Tender Evaluation Criteria
8. Anti Collusion Statement
9. Construction Drawing

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**. **These 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 this inner envelope and should read, "Tender for Construction of Reinforced Concrete Trapezoidal Drain in Palm Loop Woodlands". 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 & Labour, Brades, Montserrat. The name of the project should also be written on this outer envelope and should read, "Tender for Construction of Reinforced Concrete Trapezoidal Drain in Palm Loop Woodlands".** The outer envelope should bear no identification of the tenderer. Tenders are to be received no later than **3:00p.m. on Tuesday July 21st 2015.** Please ensure that no additional marks are placed on the outer envelope.

A site visit will be arranged for **10:00 am on Thursday July 09th 2015** at the lower entrance of St Augustine Primary School Palm Loop.

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

Yours faithfully,

.....
Beverley Mendes (Mrs.)
Chairperson
Departmental Tender Committee
Ministry of Communication, Works and Labour

Instructions to Bidders

1. The Montserrat General Conditions of Contract will be adopted for this contract.
2. Bidders must complete the **Form of Tender, Document Check List, Proof of previous contracts, tax compliant certificate** 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 bidder must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents.**
4. The bidder will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.
5. All works undertaken will be the subject of taxation in accordance with the current legislation.
6. The **successful tenderer** should 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 **EC\$55,000.00. This will be requested before the signing of the contract.**
7. Tenders should be returned in a sealed envelope, no later than **3:00p.m. on Tuesday July 21st 2015.** Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, **“Re: Tender for Construction of Reinforced Concrete Trapezoidal Drain in Palm Loop Woodlands”** and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Communications Works and Labour, Brades, Montserrat.** The name of the tenderer should also be placed on this **inner envelope.** The inner envelope should be placed in a large outer 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 the outer envelope and should read, **“Re: Tender for Construction of Reinforced Concrete Trapezoidal Drain in Palm Loop Woodlands”.** The outer envelope should bear no identifiable mark of the tenderer. **Late tenders will not be considered.**
8. Tenderers are to provide all documents or information requested as part of the Tender Evaluation with their tender submission.
9. 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.
10. Bidders are not allowed to submit alternative tenders.
11. The Employer is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.

12. Tenderers must provide proof of previous construction contracts of a similar value or more. Proof should be in the form of contract award letters, payment invoices for works carried out; letter from Client confirming work was duly undertaken stating the contract amount, time, location of work and description of works.

Description of the Works

- Excavation for Reinforced Concrete Trapezoidal Drain
- Construction of Reinforced Concrete Trapezoidal Drain
- Selected backfill and compacting

Ministry of Communications, Works and Labour
Tender Document Checklist

Project Title: *Construction of Reinforced Concrete Trapezoidal Drain in Palm Loop*

Date scheme advertised: *Wednesday 01st July 2015*

Tender Deadline Date: *Tuesday 21st July 2015*

Tender Deadline Time: *3:00pm*

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.

The below documents should be presented with their bid to ensure that their bid is valid.

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

Completed Bill of Quantities

Tax Compliance Certificate

Signed Anti-Collusion Statement

Details of Contractor Experience. The contractor should provide details of at least two (2) previous contracts completed within the past 5 years of a similar nature to the scope of works of this tender with a value of a minimum \$55,000.00.

.....
Signed on behalf of Contractor

.....
Date

FORM OF TENDER

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

Dear Sir/Madam;

Re: Tender for Construction of Reinforced Concrete Trapezoidal Drain in Palm Loop, Woodlands

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 quotation is accepted, I/We undertake to commence the Works within **3 days** from the date of receipt by me/us of the official order and complete the works within **21 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 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.....

AGREEMENT

between

GOVERNMENT OF MONTSERRAT

and

.....

1. This Agreement is made theday of.....**2015** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **Mrs. Beverley Mendes**, Permanent Secretary, Ministry of Communications and Works(hereinafter referred to as “**GOM**”) of the one part andwhose address isacting herein and represented by(hereinafter referred to as the “**Contractor**”) of the other part.

The Employer is desirous that certain infrastructure works should be carried out in the Palm Loop region and has being accepted by the contractor for the sum of (\$.....) are the amount to carry out the works according to the schedule and other documents which comprised the contract document.

2. This Agreement shall take effect from the..... and subject to prior termination as provided by this agreement shall continue for a period ofdays.

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 in Schedule 4 and any other 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, Ministry of Communications and Works (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

Beverley Mendes
Permanent Secretary, Ministry of
Communications and Works

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 of 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 Sevendays 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 construction of Reinforced Concrete Trapezoidal Drain in Palm Loop, Woodlands, 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 project completion.

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.

(b) **GOM** shall retain 5% of each payment up to a maximum of 3% of the contract sum and release the accumulated total retention to the **Contractor** at the end of the warranty period 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. In the event agreement cannot be reached clause 23 condition of contract shall apply.

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 endeavors 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:

Beverley Mendes
Permanent Secretary
Ministry of Communications, Works and Labour
Brades
Montserrat
Fax: (664) 491-6659
Email: mcw@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.

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

Construction of 71 metres Reinforced Concrete Trapezoidal Drain in Palm Loop

Item	Description	Units	Quantity	Rate	Total
A	Preliminaries				
a.1	Contractor's preliminaries, mobilisation/demobilisation and insurance cost. The contractor shall be responsible for the safety of the employees during the construction phase. It is the contractor's responsibility to make contact with all utilities prior to commencement of works.	item			
	Construction Site The proposed drainage improvement work is within the Woodlands region specifically at Palm Loop. It is the responsibility of the contractor to make the necessary site visit/s to gain a general understanding of the work scope and the condition in which the contractor shall be expected to carry out the works.				
B	Trapezoidal Drain Earthworks				
b.1	Minor excavation in localise areas no more than 457mm (1'-5") wide by 610mm (2'-0") deep for construction of reinforced concrete trapezoidal drain as detailed on Sheet No.01.	m ³	20.0		
b.2	Filling to embankment with selected excavated material other than topsoil or rock as directed by PWD Engineer.	m ³	50.0		
b.3	Supply 2" cobble stones, place and compact to form the base foundation prior to placing concrete as directed by PWD Engineer.	m ²	68.0		
C	Concrete Trapezoidal Drain				
b.1	Provide and place in-situ concrete into trapezoidal drain form; poker vibrate to comply with 3000 psi @ 28-days strength for trapezoidal drain. The contractor is responsible for providing the formwork and necessary shoring to facilitate the drainage works.	m ³	16.00		
D	Reinforced Concrete Trapezoidal Drain				
d.1	In accordance with Sheet No.01, supply and place BRC fabric #66 as directed by PWD Engineer.	m ²	116.00		
d.2	Supply and place 19mm (3/4") formply for both sides boxing and 50mm x 100mm (2"x4") timber shoring to receive and support reinforced in-situ concrete. Formply boxing to be constructed in accordance with trapezoidal cross section details on Sheet 01. Include for concrete and formply nails.	m ²	174.00		
E	Sub-grade and Concrete Testings				
e.1	Compaction test of sub-grade/base fill material.	P.Sum			\$ 600.00
e.2	Concrete cube test to be taken for every 20m length of in-situ concrete poured.	P.Sum			\$ 420.00
e.3	Concrete aggregate testing.	P.Sum			\$ 420.00
Total cost to Form of Tender					

GOVERNMENT OF
MONTSERRAT
PUBLIC WORKS DEPARTMENT
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

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

7 Setting Out

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

8 Workmanship

- i. The Contractor shall at all times carry out his works in accordance with the laws of the Colony.
- ii. 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.
- iii. 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

- a) The Contractor shall provide all necessary superintendence during the execution of the works.
- b) 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.
- c) 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 a dispute arises under this Contract, the parties agree that they would first exhaust the provisions outlined in sections 46, 47 and 48 of the Public Finance (Management and Accountability) Procurement regulations 2012. If the parties fail to come to an amicable resolution through the provisions outlined above, then the dispute shall be settled 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.

24 Contracts Documents

- 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.

Government of Montserrat
Public Works Department

Specifications
of
Labour and Materials
for

**Construction of Reinforced Concrete Trapezoidal Drain in
Palm Loop Woodlands**

CONTENTS

Section

- | | |
|---|-------------------------------|
| 1 | General Items |
| 2 | Earthworks |
| 3 | Drainage |
| 4 | 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:

- Reinforced Concrete U-Drain 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.

2.6 **STRUCTURE EXCAVATION AND BACKFILL**

2.6.1 **General.** Structure excavation shall consist of the removal of material for the construction of foundations for bridges, retaining walls, head-walls, culverts, or other structures, and other excavation designated on the Plans or in the Specifications as structure excavation.

Structure backfill shall consist of furnishing material, if necessary, and placing and compacting backfill material around structures to the lines designated on the Plans.

Structure excavation and structure backfill shall include the furnishing of all materials and equipment; the construction or installation of all cofferdams and other facilities which may be necessary to perform the excavations and to place and compact the backfill; and the subsequent removal of such facilities, except where they are required or permitted by the Plans or Specifications to remain in place.

2.6.2 **Inspection.** Whenever any structure excavation is completed, the Contractor shall notify the Engineer who will make an inspection of the foundation. No concrete or masonry shall be placed until the foundation has been approved by the Engineer.

2.6.3 **Structure Backfill Requirements.** Structure backfill shall not be placed until the structure has been inspected by the Engineer and approved for backfilling. No backfill material shall be deposited against the back of concrete abutments or concrete retaining walls, until the concrete has developed not less than the specified 28-day compressive strength. Backfill at the inside of bridge wing-walls shall be placed before railing bases on the wing-walls are constructed.

Material used for structure backfill shall have a sand equivalent of not less than 20 and shall have the following grading:

Sieve Size	Percent Passing
4"	100
No. 4	35-100
No. 30	20-100

Structure backfill shall be placed in 8-inch horizontal lifts and shall be mechanically compacted to a minimum relative compaction of 90 percent.

2.6.4 **Pervious Backfill.** Pervious backfill material shall be placed behind bridge abutments, wing-walls and retaining walls as shown on the Plans and in accordance with the following requirements.

Pervious backfill material shall consist of gravel, crushed gravel, crushed rock, natural sands, manufactured sand, or combinations thereof and shall conform to the following grading requirements:

Sieve Size	Percent Passing
3/4"	100
3/8"	80-100
No. 100	0-8
No. 200	0-3

That portion of filter material passing a No. 4 sieve shall have a sand equivalent of not less than 60.

Sand and gravel sourced from beaches shall not be permitted unless it has been thoroughly washed in clean water. Such sand and gravel shall be tested for the presence of salts before placing.

All weep holes shall be backed with 2 cubic feet of coarse aggregate — with no more than 50% of all faces fractioned — securely tied in a burlap sack and placed in such a manner that the backing covers the weep holes and extends at least 12 inches above the bottom of the opening. An 8-inch square section of 1/4-inch galvanized or aluminium screen having a minimum wire diameter of 0.03 inches shall be firmly attached at the back of each weep hole before the material is placed.

Pervious backfill material shall be placed in layers along with and by the same methods specified for structure backfill. Pervious backfill material at any one location shall be approximately the same grading, and, at locations where the material would otherwise be exposed to erosion, shall be covered with at least a 1-foot layer of earthy material approved by the Engineer.

2.7 **SHORING AND BRACING**

Include all shoring and bracing necessary to retain earth banks, adjoining buildings and prevent caving in or displacement of adjacent soil, improvements or buildings.

SECTION 3 — DRAINAGE

3.1 GENERAL

This Work refers to the Specification and Construction of curbs, slipper drains, U drains and culverts.

3.2 CURBS

Shall be precast concrete units 5" wide 9" high and 30" in length and shall be laid in accordance with the drawings with a 1/2" mortar joint between curbs. Curbs may either be laid on a mortar bed on the kerb bedding or laid directly on to the concrete curb bedding before it has cured, curbs are to be tapped down into the concrete bedding to achieve the correct levels. All curbs are to have a curb backing placed behind the laid curb as shown on the drawings.

3.3 SLIPPER DRAIN

Concrete mixing and placing shall meet the requirements of that for concrete for structural works. The size and layout shall be as shown on the drawings. The exposed face shall be troweled to a smooth finish.

3.4 PERIMETER DRAIN

Concrete mixing and placing shall meet the requirements of that for concrete for structural works. The size, layout and reinforcement shall be as shown on the drawings. The exposed faces shall be troweled to a smooth finish.

3.5 CULVERT

The requirements for concrete and associated works shall be that for concrete for structural works. The size, layout and reinforcement shall be as shown on the drawings. The exposed faces shall be troweled to a smooth finish. The contractor shall ensure that all formwork inside the culvert is removed before requesting approval of the completed works

3.6 CONCRETE HEADWALLS, PARAPETS AND SLABS

The concrete slabs and headwalls shown on the drawings shall be constructed according to the requirements given for concrete for structural works in this Specification. The reinforcement for the slabs, parapets and headwalls shall be as shown on the drawings. All exposed surfaces shall be given a smooth trowelled finish.

4. CONCRETE FOR STRUCTURAL WORKS

4.1. **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.

4.2. Forms and Headers

4.2.1. **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.

4.2.2. 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.

4.3. Materials for Reinforced Concrete

4.3.1. **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.

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

4.3.3. Aggregate

4.3.3.1. 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.

4.3.3.2. 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.

4.3.3.3. 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.

4.3.4.Reinforcement

4.3.4.1. 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.

4.3.4.2. 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.

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

4.3.4.4. 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.

4.3.4.5. 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.

4.4. Formwork

4.4.1. 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.

4.5. Mixing

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

4.5.2. 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.

4.5.3. 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.

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

4.5.5. 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.

4.5.6. 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.

4.6. **Placing Concrete**

4.6.1. 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.

4.6.2. 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.

4.6.3. Concrete shall be placed gently in position to avoid segregation and not allowed to fall freely from a height greater than six (6) feet.

4.6.4. 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

4.6.5. The concrete shall be compacted using a powered vibrating poker until the material is satisfactorily compacted and the release of air bubbles has ceased.

4.6.6. 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.

4.6.7. Hand mixing of concrete for structures will not be permitted.

4.6.8. **Finishing**

4.6.8.1. Unformed surfaces shall be finished to a smooth trowelled finish worked to give a dense, blemish free surface with no trowel marks.

4.6.8.2. 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.

4.6.8.3. 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.

4.6.9. **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.

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.** Tenderers that fail to meet the stated qualifying score will be rejected and not considered forward of contract.

Criteria Description	Weight %
Contract Price	50
Completion Time	10
Technical Compliance (including Proof of previous contracts)	40

Price (50%)

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 this 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 tenderers.

Completion Time (10%)

The procuring entity is desirous for the works to be completed as soon as possible. Marks will be awarded to the tenderer who proposes to complete the works soonest. The percentage for this criterion will be calculated proportionately in comparison to submissions from other tenderers.

Technical Compliance (40%)

Adherence to technical specification is paramount. Prospective tenderers need to provide details of at least 2 previous construction contracts completed within the past 5 years of a similar nature or higher to the scope of works of this tender. 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 tenderers.

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

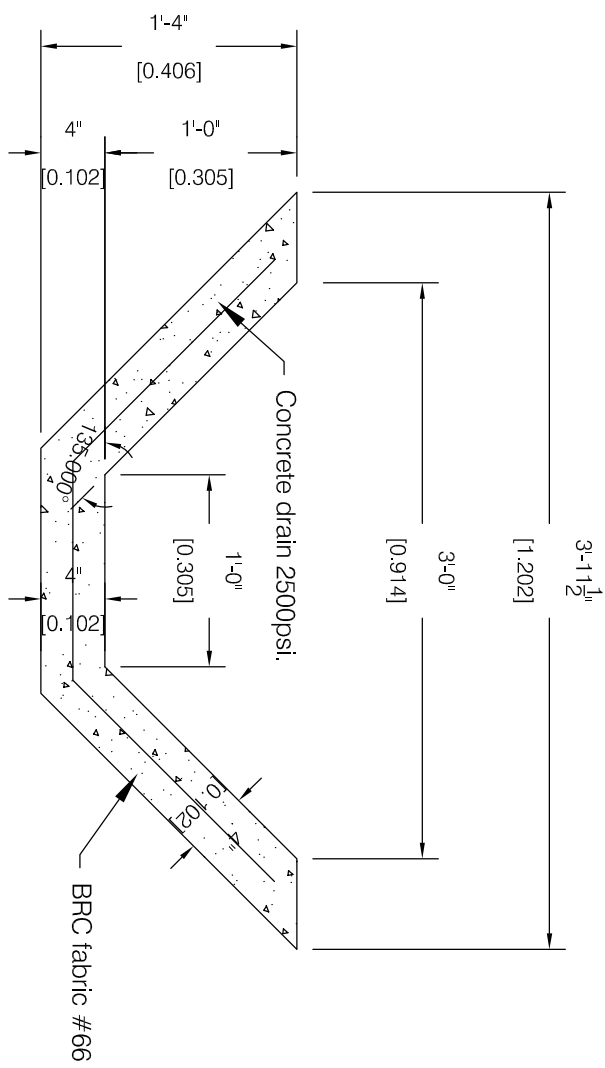
DULY AUTHORISED TO SIGN TENDERS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM.....

FULL POSTAL ADDRESS.....

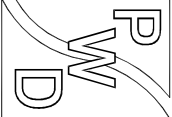
TELEPHONE No..... FAX No

GENERAL NOTES



Trapezoidal Drain
 Scale 1" = 1'-0"

No.	Revision / Issue	By	CHK	Date


 Public Works Department
 P.O. Box 344
 Montserrat
 West Indies
 Tel: 664- 491 -2521/2
 Fax: 664- 491 - 3475
 Email: gov.eng@candw.ms

PROJECT: DRAIN IMPROVEMENT	
TITLE: TRAPEZOIDAL - DRAIN	
DESIGN: ORENU	JOB #: 0
DRAWN: ORENU	
CHECKED: P.W.D.	

FILE PATH:	SHEET NO.:
0	01
DATE: 04/06/15	
SCALE: AS SHOWN	