

Verge Cutting & Drain Cleaning Contract 2016

Tender for the Area

Allen Workshop Lower Friths – Montserrat Secondary School Entrance

June 2016



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

June 2nd, 2016

Dear Sir/Madam,

"Tender for Verge Cutting & Drain Cleaning Contract 2016 – Allen Workshop to Montserrat Secondary School"

You have been invited to tender for a contract to carry out verge and drain maintenance works from the area of Allen Workshop in Lower Friths to the Montserrat Secondary School entrance. This contract will be for a period of **9 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
7. Anti-Collusion Statement
8. General Conditions of Contract

The Tender, complete with the Priced and signed Form of Tender, Tender Checklist, Tax Compliance Certificate, signed Anti-Collusion statement and Bill of Quantities should be placed in an inner envelope and addressed to **The Chairman, Departmental Tender Committee, Ministry of Communications, Works & Labour, Brades, MSR110, Montserrat**. The name of the project should also be written on the inner envelope and should read, **"Tender for Verge Cutting & Drain Cleaning Contract 2016 – Allen Workshop to Montserrat Secondary School"**. **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 Chairman, Departmental Tender Committee, Ministry of Communications, Works & Labour, Brades, MSR110, Montserrat**. The name of the Project should also be written on the outer envelope and should read, **"Tender for Verge Cutting & Drain Cleaning Contract 2016 – Allen Workshop to Montserrat Secondary School"**. The outer envelope should bear **no identity** of the tenderer and should be received no later than **2:00pm on Monday June 20th 2016**. 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, Brades, Montserrat. Alternatively, queries can be emailed to brucej@gov.ms.

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; sign the anti-collusion certificate and the Check List for the works. Failure to fully complete and return these 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 Chairman, Departmental Tender Committee, Ministry of Communications, Works & Labour, Brades, MSR 1110, Montserrat**. The name of the project should also be written on the inner envelope and should read, **“Tender for Verge Cutting & Drain Cleaning Contract 2016 – Allen Workshop to Montserrat Secondary School”**. **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 Chairman, Departmental Tender Committee, Ministry of Communications, Works & Labour, Brades, MSR110, Montserrat**. The name of the Project should also be written on the outer envelope and should read, **“Tender for Verge Cutting & Drain Cleaning Contract 2016 – Allen Workshop to Montserrat Secondary School”**. The outer envelope should bear **no identity** of the tenderer and should be received no later than **2:00pm on Monday June 20th 2016**. 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 whilst 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 Tenderer 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 **9 Months** from Allen Workshop in Lower Friths to the entrance of the Montserrat Secondary School.
- The contractor will be required to carry out verge cutting to include tree and branch over hangs **3 times** during contract period. The times of the three (3) cuttings would take place after instructed by the Engineer.
- Also the contractor will be required to carry out drain cleaning at least **2 days** per 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 2016 – Allen Workshop to
Montserrat Secondary School”.

Date scheme advertised *Thursday 2nd June 2016*
Tender Deadline Date: *Monday 20th June 2016*
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.

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

Completed Bill of Quantities

Signed Anti-Collusion Statement

Tax Compliance Certificate

Contractor’s Experience Information

Information on Contractor Capacity to Undertake Works

Health and Safety Policy

.....
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 2016 – Allen Workshop to Montserrat Secondary School”.

I/We the undersigned undertake to 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 ____ **day(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

Tender Evaluation Criteria

No.	Criteria Description	Weight
1.	Contractor's Experience	25%
2.	Contractor's Capacity	20%
3.	Adherence to Health and Safety Standards	15%
4.	Price	40%

Contractor's Experience (25%):

The contractor should provide a detailed outline of his experience in undertaking the contract obligations. Marks will be awarded to a contractor who has undertaken similar work in the past or who is in the business of commercial grass cutting. The contractor's ability to manage staff and supervise works will also be evaluated as part of his experience. Therefore, the contractor must provide a list of contracts that they have successfully managed and supervised. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders.

Contractor's Capacity (20%):

The contractor must provide a list of all equipment and material they propose to use in carrying out the works. The contractor should demonstrate whether the equipment is self-owned or whether they will be hiring. The contractor must provide a statement to confirm that the proposed equipment will be available for the duration of the contract period. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders.

Health and Safety Policy (15%):

The contractor must provide a copy of their proposed health and safety policy. Contractors must ensure that all personnel operating machinery are trained in their operation and follow the relevant operations guidelines. 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. The Contractor shall ensure that staff engaged in works as part of this contract wears the relevant protective clothing as well high visibility vests, gloves and footwear at all times. The contractor must clearly submit their proposal for traffic management whilst works are being carried out. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders.

Price (40%):

Tenderers must complete the Form of Tender and return this 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. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders. Government of Montserrat is not bound to accept the lowest or any tender.

**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 **Allen Workshop Lower Friths – Montserrat Secondary School Entrance**, 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 Instructions to Tenders
- b) The Bill of Quantities
- c) Verge and Drain Maintenance Technical Specifications
- d) The Verge Maintenance Conditions of Contract
- e) Signed Anti-Collusion Statement

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: Allen Workshop Lower Frith's - Montserrat Secondary School Entrance

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 9 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 9 months 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)	9	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 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 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 verge 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.

2016

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

2017

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

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.

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.....2016

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

Verge Cutting and Drain Cleaning Tender

General Conditions of Contract

GENERAL CONDITIONS

1. Definitions

The “Contract” means these General Conditions together with the technical specifications, Bill of Quantities and contract agreement

The “Employer” means the Ministry of Communications, Works and Labour for the Government of Montserrat

The “Engineer” means a duly authorized representative of the Employer

The “Contractor” means the Company appointed to carry out the Works

The “Colony” means the Colony of Montserrat

The “Site” means the lands and/or other places on, under or through which Works are to be carried out

The “Works” means the works to be executed in accordance with this Contract as described in the Specification

The “Language” of the Contract shall be English

The “Law” applicable to the Contract, shall be the Laws of Montserrat

2. Contract Document — Priority

- 1) The Agreement
- 2) Letter of Acceptance
- 3) Conditions of Contract
- 4) Specifications
- 5) Any other document forming part of the Contract

3. Extent of Contract

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

4. Power to Vary or Omit

- 1) The Employer reserves the right to vary from time to time during the progress of the Works, the Specifications 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 Supervising Officer. 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.
- 2) No variation, alteration or addition to the Work indicated in the Specification shall be made unless the written instruction of the Employer has been obtained.

5. **Assignment of Contract**

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 supply as detailed by the Specifications and future instructions from the project Manager all equipment, and or materials and in such quantities required to successfully complete the project.

7. **Setting Out**

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

8. **Workmanship**

- 1) The Contractor shall at all times carry out his works in accordance with the Laws of the Colony of Montserrat.
- 2) The Employer may from time to 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 may in writing, inform the Contractor of his dissatisfaction.
- 3) 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**

- 1) The Contractor shall provide all necessary supervision during the execution of the Works.
- ii) The Contractor shall employ in and about the execution of the Works only such persons who are carefully skilled, trained and experienced in their specific discipline.
- iii) The Supervising Officer may (but not unreasonably or vexatiously) issue instruction 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 of Fees**

The Contractor shall be responsible for the payment of all fees necessary for the completion of the Contract required by a Statutory Authority within or without the Colony and shall be reimbursed for same by the Employer.

13. **Safety**

- 1) The Contractor is responsible for the safety of all persons employed by him.
- 2) 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 or default of the Contractor or any person for whom the Contractor is responsible.

16. **Evidence of Insurance**

The Contractor shall produce such evidence as the Employer may reasonably require that the insurances 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 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.

19. **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 Work is completed and in good order. The Supervising Officer shall certify the date when in his opinion, the works have reached practical completion.

20. **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 this Contract.

21. **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.

22. **Contract Documents**

- 1) The Contractor shall receive two complete copies of Contract Documents.
- 2) Subsequent to the commencement of the Contract, the Contractor shall receive a copy of all additions to, if any, and amendments to the Technical Specifications.

23. **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 23.1.

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.

24. **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.