Road Maintenance

Request for Quotation for Construction of Reinforced Concrete Retaining Wall – B02 Road, Olveston

October 2025

P O BOX 344, BRADES, MONTSERRAT, W I
◈ Tel: (664) 491-2521/2522 ◈ Fax: (664) 491-6659 ◈ E-mail: mcw@gov.ms

October 9th 2025

Dear Interested Bidders,

Re: "RFQ for the Construction of Reinforced Concrete Retaining Wall - B02 Road Olveston"

The Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation and Ecclesiastical Affairs (BUILTE) is inviting interested bidders to submit a Quotation for the Construction of Reinforced Concrete Retaining Wall – B02 Road in Olveston.

The RFQ pack consist of the following documents:

1. Instructions and Guidance Notes
2. Description of the Works
3. Quotation Evaluation Criteria
4. Form of Quotation
5. Bill of Quantities
6. Anti-collusion Certificate
7. Quotation Document Checklist
8. Form of Contract Agreement
9. Specifications
10. Drawings

Please read Instructions to Bidders before completing and submitting quotes. Failure to read and follow the information within the Instructions to Bidders may result in quotations being deemed non-compliant and rejected.

A site meeting is arranged for **Tuesday, 14th October 2025** at **2:00 PM in Olveston on the B02 Road**

Any queries relating to the quotation or works included should be made in writing to Mr. Felix Persaud, Acting Director of PWD at persaudf@gov.ms no later than **4:00pm on Friday, 17th October 2025**

Quotes are to be received no later than **3:00 PM on Wednesday, 22nd October 2025**.

1. Instructions and Guidance Notes

1. The contract conditions adopted for this project will be the Montserrat General Conditions of Contract.

2. Bidders are to submit the documents listed under Administrative Compliance, section 3.1 below**.** Failure to fully submit 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. In the case of a sole trader, the tax compliance certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the tax compliance certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company". It is therefore incumbent on the bidder to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Quotations received with improper tax compliance certificates would be rejected.

4. All works undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a 20% Withholding Tax deduction from the gross amount. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information, please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms.

5. The bidder will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.

6. Bidders are required to provide all documents or information requested as part of the Quotation.

7. Bidders will be expected to contact the utility companies to ensure that the proposed works do not disrupt any of the services. Bidders are responsible for repairing any damages incurred to any of the utilities during the completion of the works. **If this is applicable.**

8. All bids will be arithmetically checked; any errors will be brought to the bidder's 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. The Employer is not bound to accept the lowest quotation and has the right to accept and reject any quotation.

10. Submitting a Quote

10.1 There are **2 OPTIONS** available for submitting a Bid:

10.2 Electronic submissions can be submitted via the myTenders Portal at https://www.mytenders.co.uk/

10.3 If you are intending to make an **electronic submission** to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

10.4 **Hard copies** can be submitted by hand – Please follow the instructions set out below.

10.5 **Hard copies can be submitted by hand – Please follow the instructions set out below;**

10.6 **Submitting a hard copy of your quotation:**

10.6.1 You will need two plain envelopes for the Quotation submission. You must follow these instructions, failure to do so may result in the bid being non-compliant and not considered any further.

Envelope 1.

Follow the steps written below:

1. Write the name of the bidder (Tenderer, Supplier) on this envelope.
2. Write the name of the project and the address on the envelope as written below:

Bidder Name (Your Company Name if applicable or Your Name)
RFQ for the Construction of Reinforced Concrete Retaining Wall - B02 Road, Olveston

Permanent Secretary
Ministry of Buildings, Utilities, Infrastructure, Labour and Transportation and Ecclesiastical Affairs
P.O. Box 344, Brades, Montserrat, MSR1110

3. Now put this envelope into another plain envelope (Envelope 2.)

Envelope 2

Continue following the steps below:

4. Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for Quotation return.

RFQ for the Construction of Reinforced Concrete Retaining Wall - B02 Road, Olveston

Permanent Secretary
Ministry of Buildings, Utilities, Infrastructure, Labour and Transportation and Ecclesiastical Affairs
P.O. Box 344, Brades, Montserrat, MSR1110

***NB: Envelope 2 must not have the Bidders name on it or any other markings.** Envelopes are to be taken to the top floor of the Ministry of Communications, Works, Labour & Energy building where the bidder would place their quotation in the Tender Box and be given a receipt after this is completed. **Late quotations will not be accepted and if, inadvertently accepted, will not be considered.**

2. Description of the Works

- Construction of reinforced concrete masonry retaining wall
- Replacement of chain link fence incorporated into masonry wall

3. Quotation Evaluation Criteria

The following evaluation criteria will be used to evaluate quotations received in response to this Invitation to Quotation. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that bids would be deemed non-compliant. Subsequent to passing the Administrative Compliance **quotes must achieve a minimum score of 65% to be considered for award of contract.**

Criteria Description	**Weight (%)**
Administrative Compliance	PASS/FAIL
Technical Criteria	
Technical Compliance & Bidder's Experience	40
Financial Proposal	
Financial Compliance	60
Total	**100**

Quotations that fail to meet the above qualifying score will be rejected and not considered for award of contract.

3.1 Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested below.

- Completed and Signed Form of Quotation (**Including time for completion and notice period**)
- Completed and Signed Anti-Collusion Statement
- A valid Tax Compliance Certificate (if locally based)
- Completed Bill of Quantities
- Details of Contractor Experience

Bidders must submit all the documents requested in the **Quotation Document Checklist** at **(Section 7**) provides a list of documents to be completed and submitted for bidders to be deemed compliant and achieve a PASS assessment. The accurate and whole submission of these documents fulfils the Administrative Compliance requirement, which is a Pass/Fail assessment. Where **all** of the outlined requirements have been fulfilled, the bidder will then advance to the subsequent evaluation criteria. If any of the above-mentioned items were not submitted, then the Quotation would be deemed non-compliant and rejected.

3.2 Technical Compliance & Experience (40%)

Adherence to technical specification is paramount. Prospective bidders need to provide details of at least 2 previous contracts completed within the past 10 years of a similar nature to the scope of works of this quotation with a value of a minimum $20,000.00 for material and labour and a minimum value of $8,000.00 for labour only. 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 bidders 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 bidders.

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

3.3 Financial Compliance (60%)

Bidders must complete the Form of Quotation and the Bill of Quantities and return them with their quotation submission. The quoted price is a significant factor and the Government of Montserrat will seek to ensure that the works are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. Government of Montserrat is not bound to accept the lowest or any quotation. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from quotes received and the Internal Estimate.

4. Form of Quotation

The Permanent Secretary,
Ministry of Buildings, Utilities, Infrastructure, Labour and Transportation
Brades
Montserrat

Dear Sir/Madam;

RFQ for the Construction of Reinforced Concrete Retaining Wall - B02 Road Olveston

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

EC$ ……

(words)……..……

……

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

I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this quotation.

I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this Quotation.

Name…….

Signed…….....

Name of firm…….

Address…….

……

Tel. nr…….....

Fax nr…….....

Date…….....

Email…….....

5. Bill of Quantities

Quotation for Construction of 36.5-metres of Reinforced Concrete Retaining Wall - BO2 Road Olveston					
	Preambles				
A.	The contractor shall be deemed to have revised tender documents, inspected and examined the site and it's surroundings, and have satisfied himself to the nature of the ground and subsoil before submitting his tender. He shall also be deemed to have taken into account the form and nature of the site, the extent and nature of the work and materials necessary for the completion of the works, the means of communication with and access to the site, the accommodation he may require and in general to have obtained for himself all necessary information as to the risks, contingencies and any other circumstances influencing and affecting his				
B.	Any discrepancy between the Specifications, Drawings and Bills of Quantities shall be brought to the notice of the Engineer in writing before work, which is the subject of the discrepancy, is commenced. Dimensions and sizes shown in the drawings shall generally take precedence over those stated in the Specifications.				
C.	Payments due under the contract shall be determined by applying the unit rates to the quantities executed for the respective items, in accordance with the BoQ and contract.				
D.	The Contractor should note that the cost of all work carried out in the construction of junctions, access roads or access to properties shall be based on tendered rates under the appropriate items in the Bills of Quantities and no claim for additional payment for				
No.	**Item**	**Units**	**Quantity**	**Rate**	**Total**
1.00	**Preliminaries**				
1.01	Mobilization				
1.01.1	This item includes insurance (works and employees), equipment, supplies, maintenance of traffic, temporary works, safety measures, etc. required for the proper completion of works as specified in the Special Conditions. It includes the pre-construction submittals of: work schedule, quality control plan, safety and traffic control program. It includes also all obligations, and liabilities conferred on the contractor by the bidding documents, and all tests required for the completion of the works.	ls	1.0		
	Subtotal Carried Forward				

No.	Item	Units	Quantity	Rate	Total
	Subtotal from Page 1 Brought Forward				
1.02	**Health and Safety**				
1.03.1	In accordance with the labour regulations the works shall be carried out in a manner that is safe to all employees on site and to the general public. Hence, employees shall be attired with high visibility vest, hard hats and enclosed footwear. Provision shall also be made for employees to wear safety goggles where necessary.	l.s	1.0		
2.00	**Retaining Wall**				
2.01	*Base of Retaining Wall*				
2.01.1	Supply, fabricate and place T12 (1/2") rebar to foundation base in accordance with details on Sheet No.3. Include for tension lap of 40*d.	kg	3185.0		
2.01.2	Supply and cast concrete of 20.7 N/mm^2 (3000psi) in-situ concrete to base of retaining wall. Include for stepping concrete foundation based on Sheet No.02. Concrete shall be poker vibrated. Include for all necessary formwork and shoring to complete these tasks.	m^3	11.00		
2.01.3	Supply and cast 50mm thick concrete blinding of 10 N/mm2 to base of retaining wall.	m^2	39.0		
2.01.4	Supply, fabricate and place formwork to foundation of retaining wall as per drawing details on Sheet No.01.	m	40.0		
	Stem of retaining wall (HCB)				
2.01.5	Supply and place 200 mm hollow concrete block to stem of retaining wall as per drawing details on Sheet No.02. HCB wall shall be engraved finish.	m^2	63.0		
2.01.6	Supply and concrete fill core of HCB to 20.7 N/mm^2 (3000psi) in-situ concrete to stem of retaining wall. Concrete shall be poker vibrated.	m^3	5.00		
2.01.7	Supply, fabricate and place T12 (1/2") rebar to every other core of HCB in accordance with Sheet No.3 - wall cross section details.	kg	220.0		
	Stem of retaining wall (Columns and Beam)				
2.01.8	Supply, fabricate and place T12 (1/2") rebar for concrete columns in accordance with details on Sheet No.1.	kg	170.0		
2.01.9	Supply, fabricate and place T12 (1/2") rebar for concrete casement beam in accordance with details on Sheet No.1.	kg	155.0		
2.01.10	Supply, fabricate and place T10 (3/8") tensile link for concrete casement beam and columns in accordance with details on Sheet No.1.	kg	150.0		
2.01.11	Supply, fabricate and place formwork for columns and casement beam.	item			
2.01.12	Supply, fabricate and place 100mm (4") pvc weepers staggered @ 1.524 metres crs.	item			
	Fencing on retaining wall				
2.01.13	Supply, fabricate and place 38 mm (1-1/2") diamater galvanize fencing pole w/capping anchored 305mm (12") into cocrete as per details on sheet No.02 - retaining wall profile w/fence.	Nr.	15.0		
2.01.14	Handle and secure existing coated fence to metal posts as per details on Sheet No.02 Include for the supply of tie wire to secure fence to metal poles.	m	37.0		
	Contingency				*$3,000.00*
	Total value to Form of quotation				

6. GOVERNMENT OF MONTSERRAT

QUOTATION SUBMISSION ANTI-COLLUSION CERTIFICATE

I/WE CERTIFY THAT THIS QUOTATION IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE QUOTATION 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 QUOTATION PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE QUOTATION 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 BIDDING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM BIDDING, THAT THEY SHALL WITHDRAW ANY QUOTATION ONCE OFFERED OR VARY THE AMOUNT OF ANY QUOTATION 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 QUOTATION OR PROPOSED QUOTATION 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 QUOTATION 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 QUOTATION 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 QUOTATION BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS.THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY QUOTATION 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 QUOTATION.

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 QUOTATION IS MADE.

SIGNATURE…… IN CAPACITY OF……..

DATE……2025

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

NAME OF FIRM……..……..

FULL POSTAL ADDRESS……..

TELEPHONE NO…….. FAX NO ……

7. Quotation Document Checklist

Project Title: **RFQ for the Construction of Reinforced Concrete Retaining Wall - B02 Road, Olveston**

Date advertised:	**Thursday, 9th October 2025**
Site visit Meeting**:**	**Tuesday, 14th October 2025**
Clarification Deadline Date:	**Friday, 17th October 2025**
Quotation Deadline Date:	**Wednesday, 22nd October 2025**
Quotation Deadline Time:	***3:00pm (Eastern Caribbean Time/ GMT-4)***

Below are the following documents that should be provided for a contractor's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents will result in the bid being considered non-compliant and rejected.

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

Completed & Signed Form of Quotation (**Including time for completion and notice period**) ☐

Completed & Signed Anti-Collusion Statement ☐

A valid Tax Compliance Certificate (if locally based) ☐

Completed Bill of Quantities ☐

Details of Contractor Experience (**similar contracts in the past ten (10) years**) ☐

..... ……

Signed on behalf of Contractor Date

8. Form of Contract Agreement

AGREEMENT

Between

GOVERNMENT OF MONTSERRAT

And

…….

1. This Agreement is made the ……. day of…….**2025** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **Colin Fergus,** Permanent Secretary, Ministry of Buildings, Utilities, Infrastructure and Labour (hereinafter referred to as "**GOM"**) of the one part and ……. whose address is …… acting herein and represented by …… (hereinafter referred to as the "**Contractor"**) of the other part.

   The Employer is desirous that certain infrastructure works should be carried along the main road between Salem and Look out region and has been accepted by the contractor for the sum of …… (**EC$.....**) 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 of …… months.

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 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. The Engineer or where a project manager is appointed for a particular project is responsible for total contract management and shall determine and enact measures to mitigate any risks to the project. The Engineer will hold direct communication with the Contractor and the Contractor shall adhere to such instructions given by the Engineer in the same way as if they were given by the Contract Administrator.

   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.

6. 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.
7. 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.

8. 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

_____

Colin Fergus
Permanent Secretary, Ministry of
Buildings, Utilities, Infrastructure,
Labour, Transportation & Ecclesiastical
Affairs

WITNESS

_____

BY

_____

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.

(a) 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 Seven days of completion.

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

VIII. The **Contractor** agrees to undertake and complete the **Tender for Culvert and Drainage Improvement Works at Dick Hill** 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 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 6 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 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 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 7days after the receipt of such notice, **GOM** shall pay to the **Contractor** the total value of the Works properly executed at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.

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

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

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

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

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

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

(b) A party that is delayed in meeting or that fails to perform its obligation under this agreement because of Force Majeure, shall have no liability to the other for such delay or failure to perform. Both parties shall use reasonable endeavours to mitigate as far as possible, the effects of the Force Majeure event.

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

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

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

(a) A notice shall be delivered as follows:

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

Colin Fergus
Permanent Secretary
Ministry of Buildings, Utilities, Infrastructure,
Labour, Transportation & Ecclesiastical Affairs
Brades
Montserrat
Fax: (664) 491-6659
Email: mcw@gov.ms

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

Address: .....

Email: ……

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

SCHEDULE 2

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

Services/Deliverables	Timelines	Fees

SCHEDULE 3

Obligations of each party under this agreement

Contractor's obligations	GOM's obligations

SCHEDULE 4

List all documents making up the contract

9. Specifications

Construction of Reinforced Concrete Retaining Wall - B02 Road Olveston

9.1 CONCRETE FOR STRUCTURAL WORKS

9.2 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.

9.3 Forms and Headers

9.3.1 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.

9.3.2 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.

9.4 Materials for Reinforced Concrete

9.4.1 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.

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

9.4.3 Aggregate

9.4.3.1 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.

9.4.3.2 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.

9.4.3.3 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.

9.4.4 Reinforcement

9.4.4.1 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.

9.4.4.2 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.

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

9.4.4.4 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.

9.4.4.5 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.

9.5 Formwork

9.5.1 Formwork shall be set up to give a smooth surface with no visible joins 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.

9.6 Mixing

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

9.6.2 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.

9.6.3 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.

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

9.6.5 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.

9.6.6 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.

9.7 Placing Concrete

9.7.1 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.

9.7.2 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.

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

9.7.4 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

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

9.7.6 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.

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

9.7.8 Finishing

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

9.7.8.2 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.

9.7.8.3 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.

9.7.9 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

10 Appendix - Drawings

Annex 1 – Site Layout Plan

Annex 2 – Retaining Wall Profile

Annex 3 – Retaining Wall Details