

# **Road Maintenance**

## **Invitation to Tender for the Supply of Base Material & Aggregate 2019**

**July 2019**



**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](mailto:mcw@gov.ms)

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July 16<sup>th</sup>, 2019

Dear Sir/Madam,

**Re: ITT for the Supply of Base Material and Aggregates 2019**

You are invited to submit a Tender for the above named project. Tender documents can be accessed by visiting the website below: -

- Copies can be downloaded from the Government of Montserrat website at <http://www.gov.ms/tenders/>

**The tender dossier consists of the following documents;**

1. Invitation to Tender
2. Instruction to Tenderers
3. Document Check List
4. Form of Tender
5. Bill of Quantities
6. Specifications
7. Tender Evaluation Criteria
8. Anti-Collusion Statement
9. Post Contract Evaluation

**Please read Instructions to Tenderers before completing and submitting tenders. Failure to read and follow the information within the Instructions to Tender may result in tenders being deemed non-compliant and rejected.**

Any queries clarifications relating to the tender should be made to; Mr. Rawlson Patterson, PWD Director (ag) at [pattersonr@gov.ms](mailto:pattersonr@gov.ms) and copied to [Jutleh@gov.ms](mailto:Jutleh@gov.ms) no later than **4:00pm on 19th July 2019.**

Tenders are to be received no later than **12:00 (EST) on 24th July 2019.**

Tender Opening will be at **2:00pm (EST) on Wednesday 24th July 2019.**

Yours faithfully,

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

## Instructions to Tenderers

### Submitting a Tender (Bid)

There is one option for submitting a tender

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

### **Submitting a hard copy of your tender**

You will need two plain envelopes for the Tender 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;

#### **Supplier Name (Your Company Name)**

**Tender for the Supply of Base Material and Aggregates 2019**

**The Chairperson,**

**Public Procurement Board**

**Ministry of Finance and Economic Management**

**P.O. Box 292, 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 Tender return.;

\*NB: Envelope 2 must not have the Bidders name on it or any other markings.

**Tender for the Supply of Base Material and Aggregates 2019**

**The Chairperson,**

**Public Procurement Board**

**Ministry of Finance and Economic Management**

**P.O. Box 292, Brades, Montserrat, MSR1110**

Tenders are to be delivered to the address above. Tenderers will be given a receipt.

## Guidance Notes

1. The contract conditions adopted for this project will be the Montserrat General Conditions of Contract.
2. Tenderers are to submit the documents listed within the **Tender Check List**. Failure to fully complete these documents may lead to their bid becoming non-compliant and rejected.
3. The tenderer 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. Tenders received with improper tax compliance certificates would be rejected. **(This is only applicable for persons and/or companies locally based.)**
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](mailto:irev@gov.ms).
5. Tenderers are to provide all documents or information requested as part of the Tender Evaluation.
6. 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.
7. Tenderers are not allowed to submit alternative tenders.
8. The GoM is not bound to accept the lowest tender and has the right to accept and reject any tender.
9. All tenderers must provide a signed receipt in respect of circular tender addendum. Electronic acknowledgement would be considered acceptable.
10. All tenderers who propose to supply material that is extracted from deposits in Montserrat must ensure that the material is sourced from an organization that has obtained the appropriate Planning Permission to develop the extraction site, in accordance with the provisions of the Physical Planning Act (Cap.8.03) of Montserrat. (<http://agc.gov.ms/wp-content/uploads/2011/10/Physical-Planning-Act.pdf>).
11. The successful bidder would be required to provide a representative sample of the material to be supplied to the PWD Lab for testing within one (1) week of being awarded the Tender. Sample should be collected according to the ASTM-D75 and the quantity should be 40kg (88lbs).

### **Brief description of the Works**

- Supply of ½" and 3/8" aggregates and base material according to attached specifications. Inclusive of on island transportation to the stockpile in Little Bay. Successful bidder is responsible for all port charges.

# Ministry of Communications, Works and Labour – Tender Checklist

Project Title                    ***Supply of Base Material and Aggregate 2019***

Date scheme advertised    *Tuesday 16<sup>th</sup> July 2019*

Tender Deadline Date:     *Wednesday 24<sup>th</sup> July 2019*

Tender Deadline Time      *12:00pm*

Below are the following documents that should be provided for a contractor’s bid to be compliant. 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.

## **Required Documents**

- Signed Form of Tender (**Including Delivery Time**)
  
- Completed Bill of Quantities
  
- Recent Test Results on Material Quality
  
- Signed Anti-Collusion Statement
  
- Tax Compliance Certificate (***If Locally Based***)
  
- Planning Permission Certificate (***If Locally Sourced***)
  
- Signed acknowledgment of Addendums issued after the ITT is published

.....  
Signed on behalf of Contractor

.....  
Date

# FORM OF TENDER

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

Dear Sir/Madam,

**Re: ITT for the Supply of Base Material and Aggregates 2019**

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

**XCD\$**

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

Please note the applicable exchange rate from US\$ to XCD is 2.7169

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

I/We confirm this tender shall remain valid for a period of 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.....

**Bill Of Quantities for Supply of Base Material and Aggregates**

Item	Description	Units	Qty	Rate EC\$	Total EC\$
<b>1.00</b>	<b>Coarse aggregates</b>				
1.01	Supply and deliver to PWD Asphalt Plant 1/2" aggregates for asphalt production in accordance with the specifications provided.	yd <sup>3</sup>	200		
1.02	Supply and deliver to PWD Asphalt Plant 3/8" aggregates for asphalt production in accordance with the specifications provided.	yd <sup>3</sup>	300		
1.03	<p>Supply and deliver base material which consist of crushed stone or gravel with fine materials passing a No. 200 (75µm) sieve. Additional information is provided in the attached specifications. Material is to be delivered and stockpiled in the Little Bay area.</p> <p><i>N.B The supplier is responsible for any shipping or transportation cost involved in delivering the Base Material and Aggregate to the Little Bay Stockpile. In addition the consignment will be free of import duties but the supplier will need to pay all port all port charges. The awarded bidder would be required to provide a representative sample of the material to be supplied to the PWD Lab for testing within one (1) week of being awarded the Tender. Sample should be collected according to the ASTM-D75 and the quantity should be 40kg (88lbs).</i></p>	Tonne	3000		
	<b>Total value</b>				



## GOVERNMENT OF MONTSERRAT (GOM)

### GENERAL CONTRACT CONDITIONS FOR SUPPLY OF GOODS

This Agreement is made the..... day of..... **2019** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Communications, Works and Labour (hereinafter referred to as "**GoM**") of the one part and (supplier's company)....., whose address is ..... acting herein and represented by (name of representative) ..... (hereinafter referred to as "**the Supplier**") of the other part.

#### 1. INTERPRETATION

##### 1.1. In these conditions:-

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

**The Purchaser** means the Government of Montserrat (**GoM**).

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

**The Administrator or Contract Administrator (CA)** means the duly authorised representative of **GoM** for the administration of this Agreement who has care and control of this Contract and whose name will be provided to the Supplier. The Administrator shall have final authority for acceptance of the **Supplier's** performance, and if satisfactory, shall initiate the process for approval of payment to **the Supplier**. No payment shall be made without such approval.

**The Contract Price**" means the gross price to be paid by GoM and the method of Payment of the Contract Price shall be agreed between the parties and inserted as part of the signed contract.

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

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

#### 2 VARIATIONS OF CONDITIONS

The Goods shall be supplied in accordance with these Conditions and Specification and no amendment or variation either to the terms and conditions or to the Specification shall be made unless agreed in writing between the parties and incorporated into this agreement.

### 3 SPECIFICATION

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

### 4 DELIVERY AND ACCEPTANCE

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

### 5 PROPERTY AND RISK

The property and risk in the Goods shall pass to the GoM when the Goods have been delivered to the PWD Stock Pile, Little Bay, Montserrat in accordance with the specifications provided.

### 6 NON-DELIVERY

**Without prejudice to any other right or remedy, should the Supplier not deliver the Goods or any portion thereof within the time or times specified in the Contract except in cases of force majeure and subject always to the receipt of written notice within 5 days of the force majeure event relied on then:**

- 6.1 The GoM shall be at liberty to determine the Contract and to purchase other goods of the same or similar description from another Supplier to make good such default; and,

- 6.2 The GOM shall recover from the Supplier any sum or sums paid to the Supplier in respect of the Goods. Also The GOM shall be able to recover from the supplier any increased costs resulting from obtaining supplies from an alternative supplier.

## **7 PAYMENT**

- 7.1 As full consideration for the services performed by the Supplier under the terms of this Agreement, the **GoM** will pay the fees as outlined within 30 days of receipt of an invoice, payable against original invoices delivered to the **GoM** by the Supplier, provided that **GoM** may give notice of its intention not to pay such fee where:
- a. The Supplier has failed to carry out services, or has defectively carried out services required by this Agreement and has not remedied such failure or defect within a reasonable time;
  - b. The Supplier, by act or omission, has caused damage to personnel or property of the **GoM** or any third party;
  - c. there is a breach of any other provision of this Agreement; and upon giving such notice the **GoM** may withhold payment accordingly.
- 7.2 Whenever under the Contract, any sum of money that shall be recoverable from or payable by the Supplier, the same amount may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract as a debt.
- 7.3 If any fee or portion thereof payable under this Agreement shall be unpaid **40 days** after receipt of an original invoice in respect of such fee, the Supplier may give notice to the **GoM** requiring the **GoM** to pay such fee or part thereof and if the **GoM** shall fail to comply with such notice the Supplier may terminate this Agreement immediately. Nothing stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.

## **8 INDEMNITY AND INSURANCE**

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

## **9 ASSIGNMENT**

- 9.1 The GoM shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Supplier.
- 9.2 The Supplier shall not:-
- 9.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the GoM; or

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

## **10 CONFIDENTIALITY**

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

10.2 The Supplier hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract, disclose the same whether directly or indirectly to any third party without the GOM's prior written consent.

## **11 GRATUITIES**

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

## **12 BRIBERY AND CORRUPTION**

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

12.1 The Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with GoM;

or

12.2 The like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier);

or

12.3 In relation to any contract with the GOM, the Supplier or person employed by it

or

acting on its behalf shall:-

12.3.1 have committed an offence under the Integrity in Public Office Act No. 2 of 2010.

or

12.3.2 have given any fee or reward, the receipt of which is an offence under the relevant laws

12.4 In the performance of their obligations under or in connection with this Contract the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate, the OECD

Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

### **13 TERMINATION**

13.1 The GoM may terminate this Contract in any of the circumstances set out in 13.2 below by giving to the Supplier notice in writing where the Supplier;-

13.1.1 Commits a breach of any of its obligations under this Contract;

13.1.2 Becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;

13.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;

13.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;

13.1.5 Has an administrative receiver appointed;

13.1.6 Has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00

13.1.7 Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the GoM may without prejudice to any accrued rights or remedies under this Contract terminate the Contract by giving notice in writing.

13.2 If the Contract is terminated as provided in this condition then the GoM shall:-

13.2.1 Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;

13.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;

13.2.3 Be entitled to deduct any losses to the GoM resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the GoM to the Supplier as a debt). Such loss shall include the reasonable cost to the GoM of the time spent by them in terminating of the Contract as aforesaid have been due to the Supplier.

### **14. WAIVER**

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

## 15 COMPLETE AGREEMENT

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

## 16 GOVERNING LAW

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

## 17 FORCE MAJEURE

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

## 18. NOTICES

18.1 Any notice required to be served under this Agreement shall be in writing and may be served by electronic mail to the correct address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

18.2 A notice shall be delivered as follows:

A. if to the Supplier, to:

**Name**  
**Designation**  
**ADDRESS**

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

B. if to the GOM, to:

**Beverley Mendes**  
**Permanent Secretary**  
**Ministry of Communications, Works and Labour**  
**Brades**  
**Montserrat**  
**Tel: (664) 491-2521 or 22**  
**Fax: (664) 491-6659**  
**Email: [mcw@gov.ms](mailto:mcw@gov.ms)**  
**Email: [mendesb@gov.ms](mailto:mendesb@gov.ms)**

**19. CONFIDENTIALITY**

19.1 The Supplier shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **GoM** except upon authorization by the **GoM**. The Supplier shall not seek to acquire any such information outside of the performance of its duties under this Agreement.

**20. MEDITATION AND ARBITRATION**

20.1 If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

**21. SIGNATURES**

21.1 Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by terms hereof.

Insert names etc.

**A. SUPPLIER**

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

**B. GOM**

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

## 1. Material Specification

### 1.1. Coarse Aggregate

Coarse aggregates for asphalted concrete shall be produced by **crushing hard clean rock**. The 12.5mm (1/2") coarse aggregate should have grading pass through the 19mm (3/4") sieve and retained on the 12.5mm (1/2") sieve with a percentage retained no less than 65%.

Also 9.5mm (3/8") coarse aggregate should have grading pass through the 12.5mm (1/2") sieve and retained on the 9.5mm (3/8") sieve with a percentage retained no less than 65%. The table below provides details for the other physical properties required.

The aggregates shall exhibit good adhesion with the bituminous binder and shall be nominal single size conforming to gradation above and the physical properties below.

TEST	SPECIFICATION
Flakiness Index	30% MAX
Aggregate Crushing Value (ACV)	25% MAX
Aggregate Impact Value (AIV)	25% MAX
Sodium Sulphate Soundness	12% MAX
Water Absorption	3.5% MAX

### 1.2. Base Material

Base material shall consist of crushed stone or gravel with fine materials passing a No. 200 (75µm) sieve and the composite material conforming to the requirements in the table below. The fraction passing the No. 40 (425 µm) shall have a **liquid limit** not greater than **25** and **plasticity** not exceeding **6**. The material should also provide a **CBR value** greater than **30%** when tested in accordance with ASTM D1883. Rocks and gravel should be clean and free of organic and other deleterious materials such as clay; the rocks strength properties should conform to the specifications tabled below.

<b>SIEVE ANALYSIS</b>		<b>SPECIFICATIONS</b>
Sieve Sizes		
inch	mm	
2	50.0	100
1	25.0	-
3/8	10.0	30 – 65
# 4	4.75	25 – 55
# 10	2.00	15 – 40
# 40	0.425	8 – 20
# 200	75 mic	2 – 8
<b>AGG. FLAKINESS INDEX</b>		
Flakiness Index (%)		30 Max
<b>AGG. IMPACT VALUE</b>		
AIV (%)		25 Max

### 1.3. Quality Control

Materials shall be according to this specification when tested according to the PWD Laboratory Testing Specification. Aggregates that have become mixed with foreign matter of any description or aggregates that have become mixed with each other shall not be used and shall be immediately removed from the stockpile. When a change in the character of the materials occurs or when the performance of materials that meet the requirements of this specification is found to be unsatisfactory, use of the materials shall be discontinued until a reappraisal by PWD, proves the source to be satisfactory. Aggregate extracted for sea beaches shall not be used.

Once a stockpile has been produced, sampled, and tested for QC under the procedure for stockpile method, no further materials may be added to the stockpile. Stockpiles tested under the procedure for control may continue to have materials added, provided that sampling and testing show that materials in the stockpile are according to this specification and that the process remains in under control.



## **EVALUATION OF TENDER**

### **Evaluation Criteria**

The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. 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. **Tenders must achieve a minimum score of 65% to be considered for award of contract.**

Criteria Description	Weight (%)
Administrative Compliance	Pass/Fail
Financial Compliance	50
Completion Time	20
Technical Compliance	30

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

### **Administrative Compliance (Pass/Fail)**

Tenderers must submit all the documents requested in the tender document. The tender checklist provides a list of requirements which need to be fulfilled. All Tenderers are required to fully complete the Form of Tender including the commencement time and the proposed completion time which are highlighted. In addition, they need to fully complete the Bill of Quantities provided. A valid Tax Compliance Certificate need to be submitted with their submission. Tenderers should sign and date the Anti-Collusion statement. Similarly details of previous experience must be submitted in accordance with the Technical Compliance below. This is a **Pass/Fail** criterion. **If all the above requirements are fulfilled, then the tenderer would move onto the other evaluation criteria. If any of the above mentioned items are not submitted, then the tender would be deemed non-compliant and rejected.**

### **Financial Compliance (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 the 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 tenders and the Internal Estimate. No tender with a price submission of 20 percent above the Internal Estimate will be considered. The Internal Estimate has also taken into consideration the current market value.

### **Completion Time (20%)**

A higher than normal weighting has been given to delivery schedule, so that preference can be given to those suppliers that can supply the base material and aggregate into Montserrat at the earliest time. The percentage for this criterion will be calculated proportionately in comparison to other delivery time submissions from tenders.

### **Technical Compliance (30%)**

Adherence to technical specification is paramount. The procuring entity is particular that the stated specification is received from the supplier. Under no circumstances will the procuring entity accept base material and or aggregate different in size, quality and quantity than those stated in the Specifications and Bill of Quantities. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenders with the bench mark being the specifications provided. The test results of the material would be used as the basis for awarding of scores.

**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.....2019

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 .....