

Request for Proposal

Montserrat Volcano Observatory

TENDER FOR THE FINANCIAL AUDIT

FOR YEARS ENDING

31 DECEMBER 2008 – 31 March 2014

Open Tendering

May 2015



OFFICE OF THE AUDITOR GENERAL

Government Headquarters • P.O. Box 23 • Brades • Montserrat

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TENDER FOR FINANCIAL AUDIT – MONTSERRAT VOLCANO OBSERVATORY

Contracting Authority: Government of Montserrat

Implementing Authority: Office of the Auditor General

The Office of the Auditor General is inviting qualified and experienced auditors to submit a tender for conducting a Financial Audit of the Montserrat Volcano Observatory for the period 1 January 2008 – 31 March, 2014. This covers six accounting periods.

Tenders must be submitted along with the **completed Form of Tender** (inclusive of their tendered price and duration of works) and all requested supporting documents no later than **2:00 pm on Wednesday 17th June, 2015**. **Tenderers must submit a valid tax compliance certificate if locally based**. Tenders received after this time will not be considered.

Tenders must be placed in a plain sealed inner envelope and addressed to the **Chairman, Departmental Tenders Committee, Office of the Auditor General, Brades, Montserrat**. The name of the project should be written in the right hand corner of this inner envelope and should read, **“Tender for Financial Audit – Montserrat Volcano Observatory”**. The name of the tenderer **should be** written on this inner envelope. The inner envelope should be placed in a large sealed outer envelope and addressed to the **Chairman, Departmental Tenders Committee, Office of the Auditor General, Brades, Montserrat**. The name of the project should be written in the right hand corner of this outer envelope and should read, **“Tender for Financial Audit – Montserrat Volcano Observatory”**. **The outer envelope should bear no identification of the name of the tenderer**. No additional marks should be placed on the outer envelope.

Any queries relating to the tender should be made in writing to the Auditor General, Office of the Auditor General, Brades, Montserrat or emailed to leef@gov.ms before the deadline for tender submission. Tender documents are available online from www.gov.ms

Florence Lee
Auditor General

INSTRUCTION TO TENDERERS

1. The conduct of this contract will be in accordance with the provisions outlined in the Public Finance (Management and Accountability) Procurement Regulations 2012.
2. **Tenderers should fully complete the Form of Tender.**
3. The time for completion of works will be no more than **12** weeks from the award of contract and must be stated on the Form of Tender.
4. Tenderers are to provide details of their qualifications and for each staff member assigned to the audit.
5. In addition, tenderers are to provide details of their professional experience, at firm level, and that of all staff assigned to this audit.
6. Tenderers are to identify and provide details of the Engagement Partner and the Engagement Review Partner. Evidence of membership in a recognized supervisory body is mandatory.
7. Tenderers are to provide a breakdown of their professional fees by staff, hours and rates and give an indication of any additional expenses envisaged.
8. Tenderers are to provide details of their Project Management experience.
9. Tenderers are asked to sign and return the anti-collusion certificate attached.
10. Tenderers must submit a signed declaration of Independence certificate as per attached.
11. **Engagement in criminal activities relating fraud, accounting or audit provides ground for disbarment from this tender process. Tenderers are therefore asked to sign and return the attached certificate that no criminal or civil action has been brought against them (individual partner or firm) within the last 10 years.**
12. All work undertaken will be subject to taxation in accordance with the current legislation.
13. Tenderers are not allowed to submit multiple or alternative tenders.
14. Before the audit commences, the audit plan and list of audit procedures must be agreed upon by the Auditor General and the Tenderer.
15. At the completion of the audit, the working papers, report and draft opinion will be reviewed by the Auditor General and, in certain circumstances, additional work may need to be undertaken. The person engaged will forward their audit report and opinion to the Auditor General from whom, in accordance with ISSAI 1265, a separate opinion will be issued.

16. The conduct of this audit shall meet the required auditing standards as approved by the Audit Office in addition to International Standards on Auditing (ISA). Currently, the auditing standards used by the Audit Office are those issued by the International Organization of Supreme Audit Institutions for use by Supreme Audit Institutions -the ISSAIs - copies of which can be found at <http://www.issai.org>.
17. The auditor engaged will not be permitted to undertake any form of accounting work or be engaged in the design of any accounting system for the entity for which they are required to carry out audit work.
18. The individual or firm engaged must provide details of at least three (3) contracts successfully completed within the past five (5) years.

Important: It is especially important that tenderers pay special attention to No's 4 - 11 of the instructions to tender. The information provided must be clear and precise.

FORM OF AGREEMENT

ISLAND OF MONTSERRAT

THIS AGREEMENT made the _____ between the Auditor General, 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 a financial audit be conducted for the Montserrat Volcano Observatory encompassing the years 31st December 2008 to 31st March 2014 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 Scope of Works
- c) The Conditions of Contract
- d) Signed Anti-Collusion Statement
- e) Signed Form of Tender and breakdown of professional Fees
- f) Signed certificate of non-criminal action within the last 10 years
- g) Signed declaration of independence certificate

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

GOVERNMENT OF MONTSERRAT (GOM)

**GENERAL CONTRACT CONDITIONS FOR CONDUCTING FINANCIAL
AUDIT – MONTSERRAT VOLCANO OBSERVATORY**

This Agreement is made the..... day of..... **2015** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Auditor General (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** and the Supplier, including all specifications, Terms of Reference and other documents which may be incorporated or referred to herein;

The Purchaser means **GOM**.

The Supplier” means the company/ companies/ individual that will have responsible for conducting the audit.

The Administrator or CA means the duly authorized 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 **Suppliers** 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.

The “services” means all work which the Supplier is required to undertake in the performance of this contract.

The Specification means the **GOM’s** requirements for the undertaking of the audit, the details of which have been provided to the Supplier.

2. VARIATIONS OF CONDITIONS

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

3 NON-DELIVERY

Without prejudice to any other right or remedy, should the Supplier not deliver the services 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:

- 3.1 The **GOM** shall be at liberty to determine the Contract and to procure services of the same or similar description from another Supplier to make good such default; and,
- 3.2 The **GOM** shall recover from the Supplier any sum or sums paid to the Supplier in respect of the services. Also, the **GOM** shall be able to recover from the supplier any increased costs

resulting from obtaining supplies from an alternative supplier.

4 PAYMENT

- 4.1 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 inadequately carried out services required by this Agreement to be carried out and has not remedied such failure or deficiency 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.
- 4.2 **GOM**, whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier, the same 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.
- 4.3 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.

5 INDEMNITY AND INSURANCE

- 5.1 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:-

- 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
- 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligence or omission in the performance of the Contract 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 **GOM**, its employees, servants or agents.

6 INSURANCE

- 6.1 The Supplier shall insure against its full liability under this Contract.
- 6.2 The Supplier shall produce to **GOM**, upon request, documentary evidence that insurance is properly maintained.

7 ASSIGNMENT

- 7.1 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.
- 7.2 The Supplier shall not:-
 - 7.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM**; or

- 7.2.2 Subcontract any provision of the Contract 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.

8 CONFIDENTIALITY

- 8.1 All information, requirements, 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.
- 8.2 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.

9 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:-

- 9.1 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 the **GOM**; or

- 9.2 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
- 9.3 In relation to any contract with the **GOM** the Supplier or person employed by it or acting on its behalf shall:-
 - 9.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
 - 9.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.

10 TERMINATION

- 10.1 The **GOM** may terminate this Contract in any of the circumstances set out in 10.2 below by giving to the Supplier notice in writing where the Supplier:-
 - 10.1.1 commits a breach of any of its obligations under this Contract;
 - 10.1.2 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;
 - 10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
 - 10.1.4 has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
 - 10.1.5 has an administrative receiver appointed;

10.1.6 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

10.1.7 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.

10.2 If the Contract is terminated as provided in this condition then the **GOM** shall:-

10.2.1 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;

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

10.2.3 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 the **GOM** in terminating of the Contract as aforesaid have been due to the Supplier.

11. WAIVER

11.1 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.

12. COMPLETE AGREEMENT

12.1 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.

13. GOVERNING LAW

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

14. FORCE MAJEURE

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.

16. NOTICES

16.1 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.

16.2 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:

Florence Lee
Auditor General
Office of the Auditor General
Brades
Montserrat
Tel: (664) 491-3460 or 4569
Fax: (664) 491-2460
Email: audit@gov.ms
Email: leef@gov.ms

17. MEDIATION AND ARBITRATION

18.1 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.

18. SIGNATURES

19.1 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: Florence Lee.....
Designation: Auditor General.....

Signature.....

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

Signature.....

FORM OF TENDER

The Chairman,
Departmental Tender Committee,
Office of the Auditor General,
Brades,
Montserrat.

Dear Sir/Madam

TENDER FOR FINANCIAL AUDIT OF THE MONTSERRAT VOLCANO OBSERVATORY

I the undersigned undertake to conduct and complete the above Works in accordance with the General Conditions of Contract for the sum of:

EC\$.....

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

If my tender is accepted, I undertake to commence the Works within days from the date of receipt by me of the official award of contract and complete the works within 12 weeks.

I understand that I shall not be reimbursed for any cost that may have been incurred by me in compiling this tender.

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

Signed.....

Name of firm.....

Address.....

.....

Tel. no.

Fax no.....

Date

Scope of Works

The Office of the Auditor General wishes the tenderer to conduct a financial audit of the Montserrat Volcano Observatory. This audit would entail the verification of completeness, ownership, valuation, existence and adequate disclosure of transactions and balances of assets, liabilities, income and expenditures. The audit is to take into account compliance with relevant GOM laws and regulations along with applicable standards on accounting and auditing. With regard to the auditing exercise it should be in accordance with INTOSAI standards and international standards on auditing.

After the signing of the Agreement, the Auditor General's Office will advise the Montserrat Volcano Observatory of the successful bidder and request it to make all Montserrat Volcano Observatory's supporting documents and records available to the tenderer.

The tenderer will plan the audit exercise in accordance with applicable standards. During the fieldwork stage, the tenderer will gather sufficient and appropriate audit evidence to allow the rendering of an audit opinion on the status of Montserrat Volcano Observatory accounts.

All relevant close of audit exercises should be conducted. These would normally include a report to those charged with governance and an audit certificate with audit opinion drafted based on the circumstances found during the audit exercise.

TENDER EVALUATION CRITERIA

Tenderers must have obtained professional accreditation in accounting/auditing from a recognized supervisory body and have active membership therein. Tenderers should have at least 15 years post qualification experience and should have performed audits in various industries. Evidence of work completed in past 5 years should be provided. The Tender Evaluation will be based on:

- Administrative compliance
- Technical Expertise
- Completion Time
- Price tendered

Administrative Compliance:

Part one (1) of the evaluation will entail the determination of administrative compliance. Tenderers who fail to submit any of the documents listed in Appendix 1 below will be rejected. These are stated as follows:

- Form of Tender duly completed and signed
- Signed certificate of non-criminal action within the last 10 years
- Signed declaration of independence certificate
- Signed anti-collusion certificate
- Provide evidence of membership in a recognized supervisory body
- Provide details of project management experience
- Ensure that tender is received on or before the submission deadline
- Provide copies of valid tax and social security compliance certificates
- Submit a statement of organization and methodology
- Provide details of engagement partner and engagement review partner
- Provide details of tenderers professional qualification and experience
- Provide details of associated staff professional qualification and experience
- Provide a breakdown of professional fees
- Details of at least three (3) contracts successfully completed within the past five (5) years

If a tender is rejected at this first stage for administrative non-compliance, the tender will not be included in any further evaluation.

Technical Evaluation:

The technical assessment will encompass three broad topics. These are as follows:

- The Expertise of the Individual or Firm
- Organization and Methodology
- Key Experts

In order to be eligible for award, tenders must receive a minimum score of 100 points. However, in the area of organisation and methodology, it is mandatory that tenders receive a minimum score of 20 points.

A separate template outlining the evaluation criteria for key experts is listed as Appendix 3. Marks will be awarded comparatively based on the submissions of other tenders.

Important:

It is expected that a minimum of three experts conduct the audit. These are one Senior Qualified Staff; one Engagement Partner and one Review Partner.

Ability to Execute Contract within Time:

The audit is expected to be completed in a period of twelve (12) weeks. However marks will be awarded to the individual/firm who can complete and deliver the works at an earlier period. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders.

Price:

Tenderers must complete the Form of Tender and return this with their tender submission. Tenderers must also provide a detailed breakdown of all professional fees and other expenses on a separate form. The cost of undertaking the audit is a significant factor and the Government of Montserrat will seek to ensure that the audit is done at the most economically advantageous price. Government of Montserrat is not bound to accept the lowest or any tender. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders.

Appendix 1

PART 1 – Administrative Compliance

Contract title :	MONTSERRAT VOLCANO OBSERVATORY FINANCIAL AUDIT 2009 -2012	Project Reference: Ref:
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Tender envelope number	Tenderer name	Form of Tender duly completed <small>(Yes/No)</small>	Signed Certificate of Non-Criminal action within the last 10 years <small>(Yes/No)</small>	Signed Declaration of Independence Certificate <small>(Yes/No)</small>	Signed anti-collusion Certificate <small>(Yes/No)</small>	Provide evidence of membership in a recognised supervisory body <small>(Yes/No)</small>	Provide details of project Management experience <small>(Yes/No)</small>	Tender received on or before submission deadline? <small>(Yes/No)</small>	Copies of valid tax and social security compliance certificates provided? <small>(Yes/No)</small>	Organisation and methodology submitted <small>(Yes/No)</small>	Provide details of Engagement partner and Engagement Review Partner <small>(Yes/No)</small>	Details of tenderers professional qualification and experience provided as required? <small>(Yes/No)</small>	Details of associated staff qualification and professional experience provided as required? <small>(Yes/No)</small>	Breakdown of professional fees provided? <small>(Yes/No)</small>	Details of at least three (3) contracts successfully completed within the past 5 years? <small>(Yes/No)</small>	Overall decision? <small>(Accept / Reject)</small>
1																
2																
3																
4																

Chairman's name	
Chairman's signature	
Date	

Appendix 2

PART 2 – TECHNICAL EXPERTISE EVALUATION CRITERIA

Criteria	Maximum Score		
Firm Expertise			
General expertise and experience	10		
Specific experience in auditing statutory institutions of civil defence	15		
Total score for firm expertise	25		
Organisation and Methodology			
Rationale	5		
Methodology	15		
Timetable of activities	5		
Total score for Organisation and methodology	25		
Key experts*			
1. Key Expert 1 Review Partner (Max 30 points)			
Qualifications and skills	5		
General professional experience	10		
Specific professional experience	15		
2. Key Expert 2 Engagement Partner (Max 30 points)			
Qualifications and skills	5		

General professional experience	10		
Specific professional experience	15		
3. Senior Qualified Staff (Max 15 points)			
Qualifications and skills	4		
General professional experience	5		
Specific professional experience	6		
4. Semi-Senior Qualified Staff (Max 10 points)			
Qualifications and skills	2		
General professional experience	3		
Specific professional experience	5		
Team Leader Nomination (Either ONE of Key experts 1 or 2) (Max 12 points)			
Specific professional project management experience	15		
Total score for Key experts	100		
Overall total score	150		

Appendix 3

EVALUATION CRITERIA – KEY EXPERTS

		Key Experts				Total Marks
		1 Max	2 Max	3 Max	4 Max	
REVIEW PARTNER						
Qualification and Skills	Professionally Qualified					
	Degree in Accounting					
	No relevant degree					
General Professional Experience	20+ years in accounting					
	12-20 years in accounting					
	<12 years in accounting					
Specific Professional Experience	10+ years' experience in auditing statutory institutions					
	5-10 years' experience in auditing statutory institutions					
	<5 years' experience in auditing statutory institutions					
ENGAGEMENT PARTNER						
Qualification and Skills	Professionally qualified					
	Degree in Accounting					
	No relevant degree					
General Professional Experience	20+ years in accounting					
	12-20 years in accounting					
	<12 years in accounting					
Specific Professional Experience	10+ years' experience in auditing statutory institutions					
	5-10 years' experience in auditing statutory institutions					
	<5 years' experience in auditing statutory institutions					
SENIOR QUALIFIED STAFF						
Qualification and Skills	Professionally qualified					
	Degree in accounting					
	No relevant degree					
General Professional Experience	20+ years in accounting					
	12-20 years in accounting					
	<12 years in accounting					
Specific Professional Experience	10+ years' experience in auditing statutory institutions					
	5-10 years' experience in auditing statutory institutions					
	<5 years' experience in auditing statutory institutions					
SEMI-SENIOR QUALIFIED STAFF						
Qualification And Skills	Part qualified					
	Degree in accounting					
	No relevant degree					
General Professional Experience	20 years in accounting					
	12-20 years in accounting					
	<12 years in accounting					
Specific Professional Experience	10+ years' experience in auditing statutory institutions					
	5-10 years' experience in auditing statutory institutions					
	<5 years' experience in auditing statutory institutions					
TEAM LEADER						
Specific Professional Experience	20+ years in Supervision & Contract/Project Management					
	12-20 years in Supervision & Contract/Project Management					
	<12 years in Supervision & Contract/Project Management					

GOVERNMENT OF MONTSERRAT

TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE

I/WE CERTIFY THAT THIS TENDER IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE TENDER BY OR UNDER OR IN ACCORDANCE WITH ANY AGREEMENT OR ARRANGEMENT WITH ANY OTHER PERSON. I/WE ALSO CERTIFY THAT WE HAVE NOT AND I/WE UNDERTAKE THAT WE WILL NOT BEFORE THE AWARD OF ANY CONTRACT FOR THE WORK:

DISCLOSE THE TENDER PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE TENDER TO ANY OTHER PARTY (INCLUDING ANY OTHER COMPANY OR PART OF A COMPANY FORMING PART OF A GROUP OF COMPANIES OF WHICH I AM/WE ARE A PART OF) NOR TO ANY SUB-CONTRACTOR (WHETHER NOMINATED OR DOMESTIC) NOR SUPPLIER (WHETHER NOMINATED OR DOMESTIC) OR ANY OTHER PERSON TO WHOM SUCH DISCLOSURE COULD HAVE THE EFFECT OF PREVENTING OR RESTRICTING FULL COMPETITION IN THIS TENDERING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM TENDERING, THAT THEY SHALL WITHDRAW ANY TENDER ONCE OFFERED OR VARY THE AMOUNT OF ANY TENDER TO BE SUBMITTED OR OTHERWISE COLLUDE WITH ANY PERSON WITH THE INTENT OF PREVENTING OR RESTRICTING FULL COMPETITION

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER TENDER OR PROPOSED TENDER FOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT I), II) OR III) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER TENDER FOR THIS CONTRACT BY ANY OTHER PARTY.

I/WE FURTHER CERTIFY THAT THE PRINCIPLES DESCRIBED ABOVE HAVE BEEN, OR WILL BE, BROUGHT TO THE ATTENTION OF ALL SUB-CONTRACTORS, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE TENDER AND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONTRACTORS, SUPPLIERS OR ASSOCIATED COMPANIES WILL BE MADE ON THE BASIS OF COMPLIANCE WITH THE ABOVE PRINCIPLES BY ALL PARTIES.

I/WE ACKNOWLEDGE THAT ANY BREACH OF THE FOREGOING PROVISIONS SHALL LEAD AUTOMATICALLY TO THIS TENDER BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS. THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY TENDER RECEIVED IN CONFIDENCE BUT RESERVES THE RIGHT TO MAKE THE SAME AVAILABLE TO ANY OTHER FUNDING ORGANISATION OR STATUTORY REGULATORY AUTHORITY EITHER HAVING JURISDICTION OVER THE WORKS OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS TENDER.

IN THIS CERTIFICATE, THE WORD 'PERSON' INCLUDES ANY PERSONS AND ANY BODY OR ASSOCIATION, INCORPORATED OR UNINCORPORATED; ANY AGREEMENT OR ARRANGEMENT INCLUDES ANY TRANSACTIONS, FORMAL OR INFORMAL AND WHETHER LEGALLY BINDING OR NOT; AND 'THE WORK' MEANS THE WORK IN RELATION TO WHICH THIS TENDER IS MADE.

SIGNATURE..... IN CAPACITY OF

DATE.....2015

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

NAME OF FIRM.....

FULL POSTAL ADDRESS.....

TELEPHONE NO..... FAX NO

GOVERNMENT OF MONTSERRAT

DECLARATION OF INDEPENDENCE CERTIFICATE

I/We acknowledge that the objective of an audit is to enhance the reliability of the information presented in the financial statements of the audited entity. I/We also recognized that auditor independence is a guiding principle of auditing and that the lack of or breaches of independence undermine the value and accountability to be provided by an audit exercise. To that end it is declared that:

- 1) I/We (individually or jointly) have not conducted any work on the Montserrat Volcano Observatory (MVO) financial statements for the period under review or participated in any activity that would render our conduct of this audit as a self-review breach of independence and objectivity;
- 2) My/Our (individually or at firm level) conduct of this assignment will not pose any self-interest threats to objectivity and independence. (Self-interest threats include but are not limited to financial interests in clients, close business relationships, employment with the client, family and personal relationships).
- 3) I/We have not close relationships with the client that will pose familiarity threats and impact our professional skepticism of information and circumstances found during the course of the audit exercise.
- 4) I/We have not promoted the assertions, positions or opinions of the MVO which will pose an advocacy to objectivity and independence.
- 5) I/We have not encountered any threats, actual or perceived, whether due to close personal relationships, litigation etc., that will prevent us from conducting our duties diligently and with the relevant level of professional skepticism.
- 6) I/We assert that there is no conflict of interest that would impair our ability to perform this assignment.

Signature..... In Capacity of

Date..... 2015

Duly authorized to sign tenders and acknowledge the contents of the Declaration of Independence Certificate for and on behalf of;

Name of Firm.....

Full Postal Address.....

Telephone No..... Fax No.....

GOVERNMENT OF MONTSERRAT

NON-INVOLVEMENT IN CRIMINAL ACTIVITY DECLARATION

I do solemnly swear (or affirm) that no criminal or civil action has been brought against me with respect to the provision of fraud, accounting and/or audit services over the past 10 years.

Signature..... In Capacity of

Date..... 2015

Duly authorized to sign tenders and acknowledge the contents of this Non-Involvement in Criminal Activity Declaration for and on behalf of;

Name of Firm.....

Full Postal Address.....

Telephone No..... Fax No.....

TENDER CHECKLIST

The following documents should be provided for a tenderer'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 noncompliant and rejected:

- (1) Form of tender duly completed and signed
- (2) Signed certificate of non-criminal action within the last 10 years
- (3) Signed declaration of independence certificate
- (4) Signed anti-collusion certificate
- (5) Provide evidence of membership in a recognized supervisory body
- (6) Provide details of Project Management Experience
- (7) Provide copies of valid tax and social security compliance certificates
- (8) Submit a statement of organization and methodology
- (9) Provide details of engagement partner and engagement review partner
- (10) Provide details of tenderers professional qualification and experience
- (11) Provide details of associated staff professional qualification and experience
- (12) Provide a breakdown of professional fees
- (13) Details of at least three (3) contracts successfully completed within the past five (5) years

Signed by Supplier:

Date: