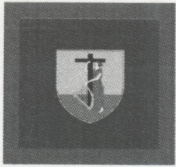


**Tender for the procurement of One (1) Asphalt  
Paver**

**September 2015**



**MINISTRY OF COMMUNICATIONS, WORKS & LABOUR**  
**P O BOX 344, BRADES, MONTSERRAT, W I**

◆ Tel: (664) 491-2521/2522 ◆ Fax: (664) 491-6659 ◆ E-mail: [mew@gov.ms](mailto:mew@gov.ms)

18<sup>th</sup> September 2015

Our Ref: CW 15/19/1

Dear Sir/Madam,

**Re: Tender for the procurement of One (1) Asphalt Paver**

Tenders are invited for the procurement of One (1) Asphalt Paver capable of carrying out road paving works as part of the Ministry of Communications, Works & Labour road repair and maintenance fleet of equipment. Tenders must be submitted in accordance with the specifications, which accompany this invitation to tender. Included are the tender documents, consisting of:

- (1) Instructions to Tenderers
- (2) Form of Tender
- (3) Evaluation of Tender
- (4) General Conditions of Contract
- (5) Respondent's Identification and Details
- (6) Tender checklist
- (7) Anti-Collusion Statement

Tender packages can be accessed on the Government of Montserrat website at [www.gov.ms](http://www.gov.ms). The completed tender document must be submitted in a sealed inner envelope and addressed to **the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. The name of the project should also be written on this inner envelope and should read, **"Tender for the Supply of One (1) Asphalt Paver"**. The name of the tenderer should also be written on the inner envelope.

The inner envelope should then be placed in a sealed outer envelope and addressed to **the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. The name of the project should also be written on this outer envelope and should read, "Tender for the Supply of one (1) Asphalt Paver" The outer envelope should bear no identification of the bidder. Tenders are to be received no later than **2:00 p.m. on Wednesday 07<sup>th</sup> October 2015**. Please ensure that no additional marks are placed on the envelope.

Any queries relating to the tender should be made in writing to the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat or emailed to Rawlson Patterson, Director (Ag), PWD at [pattersonr@gov.ms](mailto:pattersonr@gov.ms) or Daren Greer, PWD's Plant Superintendent at [greerd@gov.ms](mailto:greerd@gov.ms).

Yours faithfully,

**Beverley Mendes**

**The Chairperson**

**Departmental Tender Committee**

**Ministry of Communications, Works and Labour**

## **1.0 INVITATION TO TENDER**

### **Scope of Work**

The Ministry of Communications, Works and Labour is soliciting bids from qualified businesses and persons to provide proposals to supply one (1) Asphalt Paver, inclusive of after sales supporting services, warranty and essential spare parts to effect preventative maintenance during the initial 12 months of operation. The equipment must conform to the specifications provided in this tender document. Respondents are required to provide an overall price for the equipment taking into account the following considerations as outlined on the equipment listing:

(a) Provision of Equipment

Cost associated with acquiring the specified product and spare parts necessary for preventative maintenance during the initial 12 months of operation and shipping with adequate insurance coverage to Port Little Bay, Montserrat.

(b) Warranty

Type of warranty and information on how warranty obligations are to be carried out during the time period offered.

(c) Training

The provision of training for the operation and maintenance of the equipment, before and after the commissioning of the equipment as tabled in the Equipment Price Sheet.

(d) Documentation

Provision of all documents pertaining to the equipment and the attachments which form part of this tender to include, but not limited to, maintenance manuals, operation manuals, commissioning certificates, a comprehensive list of recommended spare parts and warranty details. All manuals are to be written in English or an English translation should be provided.

**Equipment Price Sheet**

The Ministry of Communications, Works & Labour intends to improve the quality and conditions of the road networks on island, hence it seeks to procure a paver to effectively meet the required objective. The Equipment must be suitable with adequate safety features relative to asphalt paving, to perform on our undulated terrain and operate effectively in our different weather conditions.

The following sheet provides guidelines and specifications of the type of equipment that is required, its functionality and intended use. Respondents are required to provide the necessary documentation to illustrate the equipment being offered, their ability to provide technical support, particularly training and how this item meets the requirements of the tender. The following considerations are important along with the required supporting documents.

- The versatility of the equipment.
- The accuracy of the equipment as per the required specifications.
- Simplicity of operation.
- Maintenance and repairs economy.
- Operator's safety and comfort.

**Minimum Supporting Documents**

- (1) Brochures
- (2) Data Sheets
- (3) Detailed quotation fully inclusive of delivery to Montserrat.
- (4) Terms of warranty.

**Failure to provide the above information will invalidate your tender.**



**Equipment Price Sheet (continued)**

Equipment Type	Equipment Specifications	Cost of Vehicle/ Warranty / Training/ (US\$)	Equipment Delivery Schedule (Wks)	Supportive Document Ref No
Asphalt Paver	<p><b><u>ENGINE/POWER UNIT</u></b> Internal Combustion, Naturally Aspirated or Turbocharged, Water Cooled, Direct Injection 4-stroke Diesel Engine. Minimum Brake Horse Power (BHP): 80 bhp.</p> <p><b><u>DRIVETRAIN &amp; UNDERCARRIAGE</u></b> Locomotion: Rubber-Tired with Electronic traction Management Propulsion: Hydraulic, Separate Drive &amp; Electronic Control Rear Wheels Hydraulic Powered One Set Front Wheels Wheels: Front – Solid Tyres Rear – Pneumatic Tyres Steering System: Hydraulic Power Steering Outside Turning Radius: 3800 mm (with Pivot Steer) 4900 mm (without Pivot Steer) Brake System: Hydraulic Service Brake Hydraulic Auxiliary Brake Parking Brake: Spring-loaded Multiple-disc Brake (maintenance-free)</p> <p><b><u>DIMENSION</u></b> Max. Length: 5000 mm Max. Width: 1900 mm (Hopper Close) Max. Width: 3300 mm (Hopper Open) Max. Height: 3500 mm (Hard Top/Canopy Upright) 3000 mm (Hard Top/Canopy Lowered)</p> <p><b><u>FEATURES</u></b> Hard Top/Canopy Operator Station: Ergonomically Optimized Workplace</p> <p><b><u>PAVING PERFORMANCE FEATURES</u></b> Max. Pave Width: 4500 mm Min. Pave Width: 750 mm Max. Laydown Rate: 250 tonnes/hr. Screed System: Hydraulically Extending Screed Compacting Systems: Tamper and Vibrators Heating System: Electrical Pavement Profiles Adjustment: Mechanical or Hydraulic Systems for Automated Grade and Slope Control Reversing Conveyor Movement Hopper Sides and Front: Hydraulically Operated Min. Material Hopper Capacity: 9 tonnes Max. Hopper Width: 3300 mm Hopper Capability: Independent Folding Conveyors &amp; Augers: Proportional and Automatic Control Drive – Hydraulic &amp; Separate Roller System: Oscillating Push-Rollers</p>			

Asphalt Paver - Training	<p>The proposed supplier would be expected to provide on-site training during the commissioning process. Training should be conducted in such a manner to ensure the following minimum outputs are provided:</p> <p><b><u>TRAINING DETAILS:</u></b>  Min. 3 Operators - operation of equipment.  Min. 3 Mechanics - maintenance of equipment.  Establish training syllabus for both Session  Min. training duration one (1) week  Provide reference information – videos &amp; literature</p> <p><b><u>TRAINING CERTIFICATION</u></b>  Trainer should provide training certification for all successful participants. A report on the overall training exercise must also be provided.</p>			
--------------------------	--	--	--	--

## 2.0 **INSTRUCTIONS TO TENDERERS**

- (1) The contract conditions adopted for this project will be the Government of Montserrat General Conditions of Contract.
- (2) Tenderers must fully complete the Form of Tender (including notice period and maximum delivery time), copies of credentials; proof of similar contracts previously undertaken, confirmation for the provision of technical support and training, documentation on length and type of warranty. The individual or company must also submit detailed information on the structure of their operation such as the number of staff and years in operation. Failure to fully complete and return these documents and provide the additional information stated in these instructions will render the bid non-compliant and it will be rejected.
- (3) All transaction undertaken will be the subject of taxation in accordance with the current legislation. Tenderers must submit a current Tax Compliance Certificate with their bid if locally based.
- (4) The completed tender document must be submitted in a sealed inner envelope and addressed to **the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. The name of the project should also be written on this inner envelope and should read, **“Tender for the Supply of one (1) Asphalt Paver”**. The name of the tenderer should also be written on the inner envelope. The inner envelope should be placed in a sealed outer envelope and addressed to **the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. The name of the project should also be written on this outer envelope and should read, **“Tender for the Supply of one (1) Asphalt Paver”** The outer envelope should bear no identification of the bidder. Tenders are to be received no later than **2:00 p.m. on Wednesday 07<sup>th</sup> October 2015**. Please ensure that no

additional marks are placed on the envelope.

- (5) All tenders will be arithmetically checked, any errors will be brought to the bidders 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. Corrected prices must be agreed by the bidder.
- (6) Bidders are not allowed to submit multiple or alternative tenders.
- (7) The Public Procurement Board is not bound to accept the lowest or any tender and has the right to accept and reject any tender offers.
- (8) Tenders will be evaluated base on the criteria outlined in this document.
- (9) Tenders must be submitted exclusively in English to the Public Procurement Board, Ministry of Finance and Economic Management, Government Headquarters, Brades, Montserrat. Tenders submitted by any other means will not be considered. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. All written communications for this tender and contract must be in English.
- (10) Tenderers must submit with their tender proposal for training of staff in the use of the equipment.
- (11) The equipment to be supplied must be in a brand new condition.
- (12) Tenderers must provide a detailed statement of length of warranty on the equipment.
- (13) Tenderers must provide the Government of Montserrat with all user manuals and other operating instructions which are supplied with the equipment. All manuals must be written in English.
- (14) The currency to be used in the completion of this document is **Eastern Caribbean Dollars (XCD)**. In addition the subsequent contract would also be based in **Eastern Caribbean Dollars (XCD)**. In the event that you trade in US currency, the exchange rate applicable for the US to XCD is US\$1.00 = XCD\$2.7169.

### 3.0 **FORM OF TENDER**

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

Dear Sir/Madam,

**Re: Tender for the procurement of one (1) Asphalt Paver**

I/We the undersigned undertake to supply and deliver the products as outlined in the above captioned project in accordance with the general conditions of contract and product specifications as provided in the tender documents for the sum of:

EC\$.....  
(words).....  
.....  
.....

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

If my/our tender is accepted, I/We undertake to complete the sourcing and delivery of the goods within \_\_\_\_ **weeks** from the date of receipt by me/us of the official award of contract. I/We understand that I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender. I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this tender.

Name:.....

Signed.....

Name of firm (If Applicable) .....

Address.....

.....

Tel No: .....

Fax No: .....

Email: .....

Date: .....



## **4.0 EVALUATION OF TENDER**

### **Evaluation Criteria**

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

Criteria Description	Weight (%)
Price	30
Warranty length and inclusiveness	10
Technical Support / Training (before and after sales)	10
Availability (Delivery Time)	10
Adherence to Specification	30
Supplier's Capacity	10

Tenderers that fail to meet the minimum score of 65% will not be considered for award of contract by the Tender Evaluation Committee.

### **Price (30%)**

Tenderers must complete the Form of Tender and return this with their tender submission. The tendered price is a significant factor and the Government of Montserrat will seek to ensure that the vehicle is purchased 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.

### **Warranty Length & Inclusiveness (10%)**

Tenderers should provide in their tender the terms and condition and length of any warranty provided with the sale of the vehicle. Marks will be awarded on the basis of warranty length and the comprehensiveness of coverage. The price should be inclusive of insurance to Montserrat. The percentage for this criterion will be calculated in proportion to warranty submissions from other tenders.

### **Technical Support / Training (before and after sales) (10%)**

A higher than normal weighting will be applied to Technical Support, so that preference will be given to those suppliers that can provide intensive pre and post-sale training to our technicians and equipment operators, in

addition to other essential after sale services such as the availability of spare parts. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

**Availability (Delivery Time) (10%)**

A higher than normal weighting has been given to delivery schedule, so that preference can be given to those suppliers that can have the items in Montserrat at the earliest time. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

**Technical Specifications (30%)**

Adherence to technical specification is paramount. However, consideration will be given to chassis and body robustness, manoeuvrability, comfort level of operators and enhanced safety features. Marks will be awarded depending on the degree of compliance with the technical specifications as compared with the other tenders.

**Supplier's Capacity (10%)**

It is important that the supplier be in a position to fulfil the requirements of the contract. The Respondent's Identification / Details would provide the basis for this analysis. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

## 5.0 **GENERAL CONDITION OF CONTRACT**

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 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** and the Supplier ....., including all specifications which are described and attached hereto to include the tender instructions, scope of works and other documents which may be incorporated or referred to herein;

**The contracting authority** means the Government of Montserrat **GOM**.

**The Supplier**” means the company/ companies/ individuals that have responsibility for carrying out the requirements of the contract.

**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 supply and delivery of one (1) asphalt paver for road paving purposes and the training of staff** or where referred to in the contract as “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 **supply and delivery of one (1) asphalt paver for road paving purposes and the training of staff**, details of which have been provided in this tender document.

### 2. VARIATIONS OF CONDITIONS

The supply and delivery of **one (1) asphalt paver for road paving** 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 or if the Services are delayed due to events outside of the Supplier's

control, in which case the Supplier shall be entitled to a fair and reasonable time for such delay, 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 Contract, 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** give notice in writing of its intention not to pay such fee and provide the relevant reason where:
  - a. The Supplier has failed to carry out services, or has inadequately carried out services required by this Contract 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 Contract; 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, providing that such sum is agreed by the parties as recoverable by GOM or has been fully ascertained and substantiated.

#### 5. INDEMNITY AND INSURANCE

- 5.1 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 negligent act or omission which may arise 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.
- 5.2 The Supplier shall only be liable to pay compensation to the Purchaser under or in connection with this Contract if a breach of clause 3 is established against the Supplier.

Notwithstanding any other term to the contrary in this Contract or any related document and whether the cause of action for any claim arises under or in connection with this Contract in contract or tort, in negligence or for breach of statutory duty or otherwise, in relation to any

and all causes of action as aforesaid the total liability of the Supplier in the aggregate for all claims shall be limited to the lesser of

- a) sum equivalent to ten (10) times the fee payable under this Contract or
  - b) 1,000,000.00 Eastern Caribbean Dollars.
- 5.3 Neither party shall be liable to the other for any indirect, special or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity.
- 5.4 Further and without prejudice to the aforesaid limit of liability and such liability of the Contractor/Consultant/Supplier for the loss or damage in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the Contractor/Consultant/Supplier to pay having regard to the Contractor's /Consultant's responsibility for the same and on the basis that:
- a) all other parties appointed or to be appointed by the Purchaser to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the Purchaser such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and
  - b) it shall be deemed that all such other parties have not limited or excluded their liability to the Purchaser for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this clause

## 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**, **such consent shall not be unreasonably withheld or delayed**, 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.
- 8.3 The obligations set forth in Clauses 8 and 16 shall expire two (2) years after the termination of the Contract.

## 9. BRIBERY AND CORRUPTION

Either party shall be entitled to determine the Contract and to recover from the other party the amount of any loss resulting from such action if:-

- 9.1 Any party that has 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 other party; or
- 9.2 The like acts shall have been done by any person employed by the Parties or acting on its behalf (whether with or without the knowledge of the Party); 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.
- 9.4 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.

## 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 material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the Purchaser to the Supplier, the Supplier fails to remedy such breach within 14 days of the notice then the Purchaser may terminate the Contract forthwith.
  - 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 Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract. 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 CONTRACT

- 12.1 This Contract supersedes any prior Contract 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 Contract 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 Contract impossible whereupon all money due under this Contract shall be paid immediately.

## 15. NOTICES

15.1 Any notice required to be served under this Contract 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.

15.2 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 2522  
 Fax: (664) 491-6659  
 Email: mcw@gov.ms  
 Email: mendesb@gov.ms

## 16. CONFIDENTIALITY

16.1 The Supplier shall not at any time during or after the term of this Contract divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Contract, 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 Contract.

## 17. MEDIATION AND ARBITRATION

17.1 If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through mutual agreement within 14 days. If unsuccessful, then the dispute shall be settled

with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

## 18. SIGNATURES

18.1 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 Contract 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.....

## 6.0 RESPONDENT'S IDENTIFICATION / DETAILS

A	PERSONAL INFORMATION
COMPANY NAME----- REGISTRATION NUMBER ----- COMPANY ADDRESS----- ----- CONTACT PERSON----- POSITION----- TELEPHONE NUMBER- ----- FAX NUMBER----- WEBSITE----- EMAIL ADDRESS:----- -----	

B	QUESTIONNAIRE		
1	Your entity operates as which one of the following?		Sole Proprietorship
			Partnership
			Limited Liability
			Others
2	How many years has your entity been in operation?		(0-1)
			(1-3)
			(3-5)
			(5-10)
			(10 & Over)
3	Number of Employees within your entity?		(1-5)
			(6-10)
			(11-15)
			(16 & Over)
4	How many similar contracts has your entity successfully completed in the last 2 years?		(1-3)
			(4-6)
			(7-9)
			(10 & Over)
6	What is the highest sum of any of the contracts completed in the last 2 years?		(50-100)K
			(101-200)K
			(201-400)K
			Over 400K
7	Has your entity failed to complete a contract for a public or private entity?		YES
			NO

**(TICK WHERE APPLICABLE ABOVE)**

C	SIGNATURE
<p>I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand false statement may result in denial of a contract and possible debarment from future prospects.</p> <p>-----</p> <p>Signature of Company Representative                      Company Name/Stamp</p> <p>-----</p> <p><i>Date</i></p>	

## **7.0 Anti-Collusion Statement**

### **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 .....



## 8.0 **TENDER CHECKLIST**

The following documents should be provided for a contractor's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered noncompliant and rejected:

- (1) Comprehensive costed financial proposal. ☐
- (2) Completed and **Signed Form of Tender**. The Form of Tender document shall be signed by a person legally authorized to bind the firm to a contract. The complete tender sum should be clearly written and included in the form of tender). Also the start and end date of supply. ☐
- (3) Identification Details of the tenderer or Business ☐
- (4) Statement of capability, confirmation and details for the provision of technical support and training ☐
- (5) Copies of required credentials ☐
- (6) Detailed Training Proposal ☐
- (7) Evidence of similar contracts over the past two (2) years. ☐
- (8) Tax/social security Compliance Certificate (if locally based) ☐
- (9) Warranty Information on Equipment ☐
- (10) Anti-Collusion Statement ☐