



Ministry of Health & Social Services

P. O Box 24
Brades
Montserrat. W. I.

Tel: (664) 491-2552/2880
Fax: (664) 491-3131
Email: mehcs@gov.ms

November 12th, 2015

Ref: MHSS/H/9/3

Hon. Financial Secretary
Ministry of Finance
Government Headquarters
Brades

Dear Sir/ Madam,

The Ministry of Health and Social Services of the Government of Montserrat requests tenders from suitably qualified suppliers to supply Hospital Equipment to the Glendon Hospital. Detailed Terms of Reference are attached in the tender documents which consist of:-

1. Instructions to Tenderers
2. Forms of Tender
3. Form of Agreement
4. Specifications
5. Tender Submission Anti-Collusion Certificate
6. Document Check List
7. Conditions of Contract

All queries and clarifications regarding this tender should be emailed to the Secondary Care Manager, Glendon Hospital, Arlene Ponteen at ponteenar@gov.ms. All queries should be received no later than **4pm on Tuesday November 24th 2015.**

This tender covers the supply of the specified Hospital Equipment that are outlined in the scope of works which form part of this tender. Tenders must be placed in a plain sealed inner envelope clearly marked, **"TENDER FOR THE SUPPLY OF HOSPITAL EQUIPMENT"**. This inner envelope should be addressed to **"The Chairman, Departmental Tenders Committee, Ministry of Health and Social Services, Brades, Montserrat"**. The name of the tenderer should also be placed on the inner envelope. This inner envelope should then be placed inside an outer sealed envelope bearing only the words "TENDER FOR THE SUPPLY OF HOSPITAL EQUIPMENT" and addressed to **"The Chairman, Departmental Tenders Committee, Ministry of Health and Social Services, Brades, Montserrat. No indication of the identity of the tenderer should be on this outer envelope. All tenders MUST be**

submitted no later than 2.00pm on Tuesday December 01st 2015 for immediate opening thereafter. Late submissions will not be accepted.

It is the responsibility of the Bidder, before submitting a bid, to perform his due diligence. Bidders are therefore required to write to the procuring entity and request clarification where any misunderstandings of the instructions within the tender documents exist. All queries should be made before the date mentioned above.

The completed Tender shall be submitted using the Form of Tender in the copy of the Tender Document provided. Submitting an incomplete "Form of Tender" or non-submission of all mandatory information will result in the tender being **rejected**.

Yours faithfully,



Elijah K. Silcott
Permanent Secretary

EKS/ EKS/tld

cc Mrs. Arleen Ponteen
Mr. Garth Spencer
Mr. Franklyn Greaves
Ms. Hyacinth Lindsey

SECTION A

INSTRUCTIONS TO TENDERERS

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1. PURPOSE OF INSTRUCTIONS

- (1) These INSTRUCTIONS TO TENDERERS are part of and are to be read in conjunction with all other Sections of the Tender Documents.
- (2) Their purpose is to inform Tenderers of the proper practices which must be adopted to satisfy the requirements of the Government of Montserrat (GOM) for the submission of Tenders and award of Contract. Deviations from these practices may result in the offered Tender being rejected.
- (3) The INSTRUCTIONS TO TENDERERS are printed in English. Queries regarding interpretation should be directed in writing to the Secondary Care Manager, Government of Montserrat.

2. REQUEST FOR FURTHER INFORMATION

- (1) Any request for further information which may be required by the Tenderer in order to complete its Tender or any interpretation thereof, must be submitted in writing only and addressed to the Secondary Care Manager by email at ponteena@gov.ms.
- (2) Such request must be made not later than 4pm on Tuesday November 24th 2015.
- (3) Any further information, interpretation, advice or modifications given by or agreed upon by GOM shall be distributed and published as an addendum for the information of all prospective Tenderers.
- (4) Except as provided above, Tenderers are not permitted to contact or communicate with any member of GoM staff on any matter relating to this Tender.

3. SHAREHOLDING, JOINT VENTURE/PARTNERSHIPS & ELIGIBILITY

- (1) Tenderer's intentions regarding the submission of joint venture or contractor partnership arrangements (if any) must be clearly indicated in the space provided in the Tender Documents or in a letter accompanying the Tender. Certified assurances regarding the financial capacity, structure and standing of any such partner companies is required by GOM and must be submitted. Tenders by partnership shall disclose the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an AUTHORISED REPRESENTATIVE.
- (2) The Eligibility Criteria Form provided in Appendix 2 must be fully completed and submitted along with your tender as it forms part of the contract.

4. PREPARATION OF TENDERS

- (1) Tenderers are required to complete and return all Sections of the Tender Documents which, along with any annotations on accompanying material, must be submitted in English or otherwise translated in English.
- (2) No Tender will be considered in which the particulars required are not completed in full. Tenders must be completed in ink or be typewritten. Tenders must not be completed in pencil.
- (3) The Tenderer shall confirm its proposal on the FORM OF TENDER included in the Tender Documents and return same together with all other Sections of the Tender Documents, completed as required, in accordance with Clause 5.
- (4) Tenders shall state in the FORM OF TENDER, the registered address of the Tenderer and be signed by the usual signature of its principal whose full name and position shall be typed or printed in the space provided below the signature.
- (5) When requested by GOM, satisfactory evidence of the authority of the person signing on behalf of the Tenderer must be furnished.
- (6) Alterations in the details submitted by the Tenderer shall be explained and initialled in the margin by such Tenderer. No Tender will be accepted unless such procedure is carried out. White correction fluid should not be used.

- (7) Should the Tenderer consider that any of the items contained in these Tender Documents, for which it is not given specific opportunity to price individually, have a cash value, it will include the same into the appropriate element of its price.
- (8) Tax Compliance Certificate: Tenderers must submit a current Tax Compliance Certificate with their bid if their place of business is registered in Montserrat.
- (9) Tenderers are to bear responsibility for and pay all costs and expenses and other charges incurred in preparing their Tender.
- (10) A tenderer may rely on the capacities of other entities in demonstrating its eligibility, regardless of the legal nature of the links which it has with them. In such case, evidence must be provided that the tenderer will have at its disposal the resources necessary for the performance of the contract, for example, by producing a clear undertaking on the part of those entities to place the relevant resources at its disposal. To satisfy this clause, evidence must be in the form of a letter, on company letterhead, and signed by the Managing Director of the third party company bearing the company seal or stamp and outlining the same.

5. QUERIES

All queries and clarifications regarding this tender should be emailed to the Secondary Care Manager, Glendon Hospital, Arlene Ponteen at ponteena@gov.ms. All queries should be received no later than **4pm on Tuesday November 24th 2015**. Queries should be in question format and submitted by email **only**. Responses to queries will be published on the designated website in order to ensure that no party has an unfair advantage over any other. For the purpose of circulating responses, queries may be edited to avoid disclosing the identity of the party submitting it.

6. SUFFICIENCY & ACCURACY OF TENDER

Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender. Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found to contain any arithmetical errors will be corrected and referred back to the tenderer for confirmation and acceptance. While tenderers are requested to ensure they have included all of the

information requested as part of this tender, excess documentation impedes the evaluation process and should not be submitted.

7. TENDER DOCUMENTS - AMBIGUITY, DISCREPANCY, ERROR, OMISSION

Tenderers shall immediately notify the Secondary Care Manager should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Secondary Care Manager, upon receipt of such notification, will issue a clarification in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

8. EXTENSION OF TENDER PERIOD

The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by publishing the new deadline date on the website. This must be done before the original closing date.

9. MODIFICATION TO TENDERS PRIOR TO THE CLOSING DATE FOR RECEIPT

Modifications to tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted in a sealed envelope before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received after the closing time for receipt of tenders will not be considered.

10. FORM OF TENDER

Tenderers are required to complete, sign and return the Form of Tender set out in Appendix 4, and Breakdown of Costs in Appendix 5. **Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the tender.**

11. COST OF PREPARATION OF TENDER

The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation of their proposals.

12. TENDER VALIDITY PERIOD

To allow sufficient time for tender assessment, a tender validity period of 90 days is required, during which time all elements of the offer contained in the tender shall remain open for acceptance by the Contracting Authority. The tender validity period commences on the date by which the tenders are to be returned (tender submission deadline).

13. CURRENCY

The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be XCD (Eastern Caribbean Dollars).

14. CONFIDENTIALITY

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

15. APPLICABLE LAW

This tender process will be governed by the Laws of Montserrat.

16. CLARIFICATION OF TENDERS

To assist in the examination and comparison of tenders, the Contracting Authority may ask tenderers for clarification of their bids, including breakdown of unit prices. No change in the price or substance of any tender shall be sought, offered or permitted.

17. CORRECTION OF ERRORS

Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form. In general, the following approach will be applied to manifest errors:

- (a) Where there is a discrepancy between amounts in figures and words the amount in words shall apply.
- (b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless, in the opinion of the

Contracting Authority, there is a gross mathematical error in the unit price, in which event the total amount as quoted will govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined will have their tender rejected.

18. CHANGE IN THE COMPOSITION OF A TENDER

The Contracting Authority will disqualify any tenderer that makes any change to its composition after submission of a tender.

19. INTERFERENCE AND INDUCEMENT TO PURCHASE

Any tenderer attempting to unduly influence the Contracting Authority or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of contract shall have their tender rejected.

20. NOTICE OF OUTCOME

All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications. Potential outcomes can be:

- a) Letter of award of contract.
- b) Letter of Regret.

21. AWARD OF CONTRACT

Following determination of a successful tenderer, an award of contract notice will be despatched to the successful tenderer. All other tenderers who participated in the process will be sent a letter stating that they were unsuccessful.

22. PAYMENT

Payment of monies for the performance of the contract will be made in XCD currency.

23. CANCELLATION OF TENDER PROCESS

Please note that the Contracting Authority is not obliged to award any contract on foot of this procedure. The Contracting Authority reserves the right to

cancel the procedure at any time, including where funding for the project or approval of the competent authorities is not forthcoming.

24. SUBMISSION OF TENDERS

- (1) It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. Tenders must be addressed and submitted to the below address by **2pm on Tuesday December 01st 2015:-**

**The Chairman
Departmental Tenders Committee
Ministry of Health and Social Services
Government Headquarters
Brades
Montserrat
West Indies**

- (2) Tenders received after the stated submission deadline will be rejected, notwithstanding the means of delivery to the Public Procurement Board. The outer envelope will be removed to identify the tenderer and the documents themselves will be returned unopened.
- (3) Except under exceptional circumstances, no extension of the time and date by which Tenders must be submitted will be granted. This will only be done at the sole discretion of the procuring entity.
- (4) Tenders may be withdrawn by submission of a written request which must be received by the Public Procurement Board prior to the Closing Date & Time for receipt of Tenders.
- (5) Tenders must be placed in a plain sealed inner envelope clearly marked, **"TENDER FOR THE SUPPLY OF HOSPITAL EQUIPMENT"**. This inner envelope should be addressed to **"The Chairman, Departmental Tenders Committee, Ministry of Health and Social Services, Brades, Montserrat"**. The name of the tenderer **should** also be placed on the inner envelope. This inner envelope should then be placed inside an outer sealed envelope bearing only the words "TENDER FOR THE SUPPLY OF HOSPITAL EQUIPMENT" and addressed to **"The Chairman, Departmental Tenders Committee, Ministry of Health and Social Services, Brades, Montserrat. No indication of the identity of the tenderer**

should be on this outer envelope. All tenders **MUST** be submitted no later than 2.00pm on Tuesday December 01st 2015 for immediate opening thereafter.

- (6) Tenderers shall retain a photocopy of the Tender Documents.

25. EVALUATION OF TENDERS

- (1) GoM hereby reserves the right to request further information if it may deem necessary to evaluate the Tender. This information will not make a non-responsive tender responsive or in any way affect the price submitted by the tenderer. Any information requested will merely be to clarify information submitted. The evaluation team and the Public Procurement Board will be guided by the provisions found in s.33 of the Public Finance (Management and Accountability) Procurement Regulations 2012 in the determination of a non-responsive tender.
- (2) GoM will only consider submissions that adhere to the specifications outlined in the scope of works. Only tenders which have met the eligibility criteria and are valid and responsive to the specifications set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below. Assessment of tenders and award of contract will be on the basis of the **most economically advantageous tender**, in accordance with the evaluation criteria, weightings and minimum requirements.
- (3) The tenderer shall furnish, as part of their tender, satisfactory evidence of the successful Tenderer's capacity to perform the CONTRACT and, in this connection, the Tenderer is required to furnish details of similar contracts successfully completed. This would entail a full outline of the company structure, financial health and previous contracts completed.
- (4) The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. **Tenders must achieve a minimum overall qualifying score of 70% to be considered for award of contract.** Tenderers that fail to meet the minimum qualifying score will not be considered as responsive to the tender requirements.

Criteria Description	Weight (%)
Quality and Performance	20
Maintenance	10
Total Contract Price	30
Warranty Length and Inclusiveness	10
Adherence to Specifications and the Provision of Requested Information	10
Ability to execute contract within time	10
Provision of General Business Experience	10
Maximum Score	100%

Quality and Performance (20%)

The quality of the hospital equipment should be such that facilitates ease of operation and functionality. Where there is a requirement for data to be collected and stored, the equipment should be capable of handling high levels of data integrity. Such hospital equipment should be those which enable data collection to be embedded within the normal procedures. The quality and performance of any hospital equipment supplied should be those which are able to foster and drive improvement. All hospital equipment should be of a quality and performance that will facilitate enhanced patient care. Hospital Equipment should be durable, reliable and fit for purpose. All hospital equipment should be fitted with enhanced safety features and all user and service manuals should be provided for their use. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders.

Maintenance (10%)

It is the aim of the Government of Montserrat to procure hospital equipment which would require minimal levels of maintenance. All hospital equipment should be robust in its use and fit for purpose. The supplier should ensure that all user manuals are provided as part of their tender submission. Any intricate service requirement should be highlighted with relevant diagrams and user manuals to enable work to be done locally. For the information of the Government of Montserrat, the supplier must also include a list of spare parts which are more likely to be replaced during the first two years of operation of the hospital equipment. The percentage for this criterion will be calculated proportionately in comparison with submissions from other 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 hospital equipment. Marks will be awarded on the basis of warranty length and the comprehensiveness of coverage, including availability of spare parts and consumables. The price should be inclusive of insurance to Montserrat. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders.

Adherence to Specifications and the Provision of Requested Information (10%)

Tenderers are requested to fully adhere to the stated specifications listed in the scope of works. In order to be fully compliant, tenderers must fully submit all relevant information requested in this tender document. These are stated in Appendices 1,2,3 and 4. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders.

Ability to Execute Contract within Time (10%)

Marks will be awarded depending on the degree of compliance with the stated commencement period as compared with the other tenders. Marks will be awarded for delivery of the hospital equipment at the earliest date. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders.

Price (35%)

Tenderers must complete the Form of Tender attached in Appendix 4 and return this with their tender submission. Appendix 5 must also be completed with a detailed breakdown of unit prices. The cost of the hospital equipment is a significant factor and the Government of Montserrat will seek to ensure that hospital equipment purchased will be at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately such as make, origin, quality of materials used and suitability for tropical climate. 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.

Provision of General Business Experience (10%)

GOM requires assurance that the successful tenderer has proven previous business experience and the tenderers must give details of their previous business experience as evidence of this. Marks will be awarded depending on the degree of compliance with this requirement as compared with the other tenders.

26. ACCEPTANCE OF TENDERS

- (1) GoM does not undertake to accept the lowest, or any tender.
- (2) The successful Tenderer (if any) will be required to enter into a formal Contract with GoM which will be on the same terms and subject to the same condition as are

contained in the Tender Documents, subject to any modification as GoM may consider necessary, including that arising from further information requested and provided as part of the tendering process. Such formal Contract shall be made in accordance with the FORM OF AGREEMENT included under cover of the Tender Documents.

(3) The successful Tenderer will be required to enter into a Contract with GoM in the same business name as that in which its Tender was submitted.

(4) The procuring entity reserves the right to amend any quantities within this document at their discretion.

27. SCOPE OF WORK

Technical Specification / Scope of Works

The Government of Montserrat is inviting tenders for the supply of hospital equipment. All quotations should be accompanied by:

- A picture of the item
- Detailed specifications/service manuals
- Place of manufacture
- Warranty policy
- After sales service

The supplier should indicate whether they stock the consumables and spares or provide a reliable source where such consumable can be procured from. The technical specifications are outlined below:

Equipment	Quantity	Specifications
Compressed Oxygen Cylinders (C or M-9)	15	Capacity approximately 244 cubic feet or 6900 litres Lightweight aluminium construction Diameter (in) 9.10 Height (in) 51
Regulators	10	In-built or compatible with C or M-9 oxygen cylinders

28. VERIFICATION

Bidders must supply the requisite technical data and service manuals for all of the hospital equipment they wish to supply in accordance with the specifications found within the tender documents. Where reference is made in the technical specification to any particular make, source, origin, patent, process, trademark, brand name or standard, such reference shall on every occasion be understood as being accompanied by the words "or equivalent." These references are provided only where it is not otherwise possible for a sufficiently precise description to be defined. A list of regional maintenance engineers/technicians authorised to work on the equipment shall be provided.

29. LOTS

Tenderers must submit a proposal for each of the items included in this tender document or a Tenderer may submit for one or more of the items.

30. EVIDENCE OF TURNOVER AND PROFITABILITY

Please provide the following information based on your organisation's annual accounts. Please complete the table below labelled as Appendix 1.

Appendix 1

Year	Turnover (\$)	Profitability (%)

Rule

Tenderers must provide evidence of their turnover and profitability for the past two financial years by submitting extracts from audited accounts or an auditor's signed statement. If these figures are not available for the full two year period please include an explanation for this and provide figures for all years/ part years available.

Please Note: Failure to submit the above requested information will invalidate your tender.

31. TENDERERS ORGANISATION AND STRUCTURE AND ELIGIBILITY

Please provide the following information stated below by completing Appendix 2:

- Company name, address and contact details for individual responsible for this tender.

- Outline of relevant Human Resources. Please provide an organisation chart and give details of the manpower levels and skills base within your organisation, in particular related to the delivery and maintenance of the required products.
- Outline of Technical Resources within the organisation which are relevant to a contract of this nature, including delivery and maintenance.
Tenderers must demonstrate that they have adequate and appropriate resources at their disposal to deliver a contract of this nature.

Please Note: **Failure to submit the above requested information will invalidate your tender.**

32. ELIGIBILITY CRITERIA

The Contracting Authority is using the open procedure for the procurement of the aforementioned hospital equipment and therefore, while all interested parties may submit a tender, only those demonstrating they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate eligibility, tenderers are required to provide the information set out below in Appendix 2:

Appendix 2

Eligibility Criteria

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF
THE TENDERER'S ORGANISATION

Name of Tenderer:	
Address:	

Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.

No.	QUESTION	YES	NO
		Please ✓	
1.	The Tenderer is bankrupt or is being wound up, or its affairs are being administered by a court, or it has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations.		
2.	The Tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by a court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.		
3.	The Tenderer, a Director or Partner, has been convicted of an offence concerning professional conduct by a judgment which has the force of <i>res judicata</i> or has been guilty of grave professional misconduct.		
4.	The Tenderer has not fulfilled its obligations relating to the payment of taxes or social security contributions in any jurisdiction in which the Tenderer is located or has operations.		
5.	The Tenderer, a Director or Partner has been found guilty of fraud.		
6.	The Tenderer, a Director or Partner has been found guilty of money laundering.		
7.	The Tenderer, a Director or Partner has been found guilty of corruption.		
8.	The Tenderer, a Director or Partner has been convicted of being a member of a criminal organisation.		
9.	The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency.		
10.	The Tenderer has contrived to misrepresent any information relevant to this proposal.		

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future tenders. If you answer yes to any of these questions, your tender will be rejected.

Signature		Date	
Print Name		Position	
Telephone		Email	

33. PREVIOUS SIMILAR CONTRACTS

Please provide details of at least 5 previous contracts of a value exceeding \$100,000.00 successfully delivered by your organisation which are similar in nature and scope to the requirements of this tender. The purpose of this information is to demonstrate that the Contractor have acquired the necessary experience which is required to perform this contract. The details to include the following as outlined below and inserted in Appendix 3.

- Client Name
- Details of start/end dates of contract
- Approx. value of contract (\$)
- Nature and description of work done
- Similarity to Contracting Authority's requirements

Appendix 3

Name of Client	Start/End date of Contract	Approximate Value of Contract EC\$	Nature and description of Work done	Similarity to Contracting Authority's Requirements

Failure to submit the above requested information will invalidate your tender.

Appendix 4

Form of Tender

THIS FORM OF TENDER MUST BE COMPLETED AND RETURNED BY ALL TENDERERS.

To: The Chairperson, Public Procurement Board, Ministry of Finance & Economic Management, Brades, Montserrat.

From:

1. I/We have examined the tender documentation and hereby offer to provide the Supplies in accordance with the Tender Documents and specifications of hospital equipment. Below is the attached Detailed Breakdown of Costs.

COST OF TENDER	Total in XCD
Total Fee for supply and delivery of the item/items supplied as per specification.	\$

2. This offer will remain open for acceptance by you for a period of 90 days from the closing date for receipt of tenders.
3. We acknowledge that you are not obliged to accept the lowest or any offer and that this contract award procedure may be cancelled by you.
4. We undertake to deliver the item/items in accordance with the terms and conditions of the tender specification.
5. We acknowledge that all costs and expenses incurred by us in producing and submitting this offer will be borne by us in full.
6. We undertake to treat the details of this offer as private and confidential. We acknowledge that no part of these documents may be transmitted by us to a third party.
7. I/We intend to deliver the item/items within ----- weeks from the date of official confirmation of award of contract. Prices quoted are inclusive of duty and freight to Port Little Bay, Montserrat.

Signed: _____ Date: _____

Name in Capital Letters: _____

On behalf of: _____

Address: _____

Telephone: _____ E-mail: _____

*****Failure to sign this Form of Tender will invalidate the offer*****

Appendix 5

Detailed Breakdown of Costs

Item	Quantity	Unit Price in \$	Total Cost \$
Size C or M-9 Oxygen Cylinders	15		
Compatible regulators	10		

GOVERNMENT OF MONTSERRAT (GOM)

GENERAL CONTRACT CONDITIONS FOR THE SUPPLY OF HOSPITAL EQUIPMENT – GLENDON HOSPITAL

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 Health and Social Services (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 and Terms of Reference; and in which, inter alia, the tender instructions, scope of works along with the outcomes, deliverables and considerations are clearly stipulated, and other documents which may be incorporated or referred to herein;

The Purchaser means **GOM**.

The Supplier means the company/ companies/ individuals that have responsibility for the supply of the hospital equipment for the Glendon Hospital.

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.

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 sourcing and delivering the hospital equipment, the details of which have been provided to the Supplier.

2. VARIATIONS OF CONDITIONS

The contract 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.
- 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 or suspend this Contract immediately. Nothing stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.

- 4.4 Any payment made after the due date for payment shall attract interest at a rate of 2 per centum

5 INDEMNITY AND INSURANCE

- 5.1 Subject to clause 5.2 and 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 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) 750,000.00 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 has offered or given or agreed to give to any person any gift of 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:

Elijah Silcott
Permanent Secretary
Ministry of Health and Social Services
Brades
Montserrat
Tel: (664) 491-2880 or 2843
Fax: (664) 491-3131
Email: silcotte@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

If a dispute arises under this Contract, the parties agree that they would first exhaust the provisions outlined in sections 46, 47 and 48 of the Public Finance (Management and Accountability) Procurement regulations 2012. If the parties fail to come to an amicable resolution through the provisions outlined above, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

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: Elijah Silcott

Designation: Permanent Secretary, Ministry of Health and Social Services

Signature.....

Witness Name.....

Designation.....

Signature.....

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.....2014

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

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) Completed Appendix 1 – Evidence of Turnover and Profitability

☐

(2) Completed Appendix 2 – Tenderers Organization, Structure and Eligibility

☐

(3) Completed Appendix 3 – Previous Similar Contracts

☐

(4) Completed Appendix 4 – Form of Tender

☐

(5) Completed Appendix 5 – Detailed Breakdown of Cost

☐

(6) Tax / Social Security Compliance Certificate (if locally based)

☐

Signed by Supplier:

Date: