

**Tender for the provision of  
Facilities Management  
and  
Vendoring Services  
at Little Bay Public Market Complex**

**May 2016**



**MINISTRY OF AGRICULTURE, TRADE, LANDS, HOUSING AND THE ENVIRONMENT**

**P.O. Box 272**

**Brades**

**Montserrat**

**West Indies**

**Tel: (664)-491-2546/2075/3529**

**Fax: (664)-491-9275**

**E-Mail: [malhe@gov.ms](mailto:malhe@gov.ms)**

May 6, 2016

Ref: MATLHE 11/2

Dear Sir/Madam,

**Tender for the provision of Facilities Management and Vending Services at Little Bay Public Market Complex**

You are invited to submit a tender for the above captioned Services. Included are the tender documents consisting of:

1. Instruction to Tenderers
2. Evaluation Criteria
3. Form of Tender
4. Document Check List
5. Form of Agreement
6. General Conditions of Contract
7. Anti- Collusion Statement

Please return a complete document of the priced and signed Form of Tender, and all requested supporting documents, including and a copy of your Tax Compliance Certificate. **These should be placed in an inner envelope and addressed to The Chairperson, Departmental Tender Committee, Ministry of Agriculture, Trade, Land, Housing and the Environment, Brades MSR1110, Montserrat. The name of the project should also be written on the inner envelope and should read, "Tender for the provision of Facilities Management and Vending Services at Little Bay Public Market Complex". The name and address of the Tenderer should also be written on the inner envelope.**

This envelope should be placed into an outer envelope addressed to **The Chairperson, Departmental Tender Committee, Ministry of Agriculture, Trade, Land, Housing and the Environment, Brades, MSR1110, Montserrat. The name of the project should also be written on this outer envelope and should read "Tender for the provision of Facilities Management and Vending Services at Little Bay Public Market Complex".** The outer envelope should bear no identification of the Tenderer. Please ensure that no additional marks are placed on the outer envelope.

Tenders are to be received no later than **2:00pm on Tuesday, June 7, 2016**. Envelopes are to be taken to the Headquarters of the Ministry of Agriculture, Trade, Land, Housing and the Environment in Brades, where the Tenderer would place their tender in the Tender Box and be given a receipt after this is completed.

A site visit will be arranged for 12:15pm on Friday, May 27<sup>th</sup>, 2016 at the Public Market Complex in Little Bay.

Any queries relating to the tender of services included should be made in writing to the Permanent Secretary, MATHLE or emailed to Melissa O'Garro, Director, MATLHE at [ogarro@gov.ms](mailto:ogarro@gov.ms).

  
**Daphne Cassell (Mrs)**

Chairperson, Departmental Tender Committee  
Ministry Agriculture, Trade, Lands, Housing and the Environment



## INSTRUCTIONS TO TENDERERS

1. The Montserrat General Conditions of Contract will be adopted for this contract
2. Tenderers must complete the **Form of Tender, Document Check List, Anti-Collusion Statement and the Proposal** for delivery of services required. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
3. **The Tenderer must submit a Tax Compliance Certificate from the Inland Revenue Department, along with the other bidding documents.**
4. All services provided will be subject of taxation in the accordance with the current legislation of Montserrat.
5. Tenders should be returned in a sealed envelope, no later than **2:00pm on Tuesday, June 7, 2016**. Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, **"Tender for the provision of Facilities Management and Vending Services at Little Bay Public Market Complex"** and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Agriculture, Trade, Land, Housing and the Environment, Brades, Montserrat.** The name and address of the Tenderer should also be placed on this inner envelope. The inner envelope should be placed in a large outer envelope and addressed to **The Chairperson, Departmental Tender Committee, Ministry of Agriculture, Trade, Land, Housing and the Environment, Brades, Montserrat.** The name of the project should also be written on the outer envelope and should read, **"Tender for the provision of Facilities Management and Vending Services at Little Bay Public Market Complex"**. The outer envelope should bear no identifiable mark of the tenderer. Tenders should not have any additional marks on the envelope. Envelopes are to be taken to the top floor of the Ministry of the Agriculture, Trade, Land, Housing and the Environment building where the tenderer would place their tender in the Tender Box and be given a receipt after this is completed. **Late tenders will not be considered.**
6. All tenders will be arithmetically checked, any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
7. Tenderers are not allowed to submit alternative tenders.
8. The Employer is not bound to accept the lowest tenderer and has the right to accept and reject and tender offers.
9. Tenderers are to provide any document or information requested, to assess their competency, capacity and experience to perform the Services.
10. Tenderers must confirm their ability to provide vending services for a minimum of 40 hours per week over a 6-day period.
11. Tenderers are asked to note that their Proposal must provide a high-level outline of plans to utilize the Complex for activities promoting local agro-products and culture.
12. The services are required for an initial pilot period of 6-9 months, with the option to renew for a period not exceeding two years.

## **Description of Services Required**

### Facilities Management

To provide facilities management services at the Little Bay Market Complex. Main responsibilities include:

- Open and close of the Public Market and amenities, as per agreed operating periods
- Clean office area for Fisheries Division, open area designated as public market and toilet facilities on the ground floor
- Perform janitorial services (including on-site garbage disposal, maintenance of plants) for the compound
- Arrange health and maintenance inspections of Little Bay Market Complex and submit Quarterly Report on findings
- Maintain log of maintenance issues and customer complaints, to ensure that matters are addressed or information provided in a timely manner
- Act as focal point for business operators, regarding security arrangements, events etc.
- Report emergency situations immediately to the Ministry's focal point or appropriate authority.

### Vendoring Services in the Public Market Area

The Vendor will be expected to provide operations that support the thrust of marketing of local produce on a continuous, reliable and sustained basis. Additionally, the vendor will be allowed to conduct agreed commercial activity with the market framework that will sustain presence. Key activities, include:

- Operate a single vendor stall/booth on a regularized and published 6-day period, for a minimum of 40 hours per week.
- Maintain a Register of Vendor Usage/Activity and submit monthly Reports
- Maintain a healthy and environmentally attractive public market area, that is beneficial to farmers, business operators/entrepreneurs and the community, as a whole



## 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 of contract.**

Criteria Description	Weight (%)
Technical Merit/Quality	70%
Price	30%

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

### Compliance & Experience with Tender Requirements/Technical Merit & Quality (70%)

Tenderers will be required to demonstrate ability to provide the range of services.

There should be:

- demonstration of a clear understanding of the services required, outlining a methodology and approach to deliver the services, including delivery systems and staffing structure;
- details of previous experience over a sustained period of providing services of a similar nature;
- an outline of ideas for rebranding the Public Market Area for vendoring of local agro-products and art & craft items, along with the staging of events.

### Price (30%)

Tenderers must complete the Form of Tender and return with their tender submission. Bidders are requested to provide a breakdown of their price submission, as part of the Services Proposal. The Government of Montserrat will seek to ensure that the services are retained at the most economically advantageous price. The Government of Montserrat is not bound to accept the lowest or any tender.

## SCORE SHEET FOR EVALUATION OF TENDER

Below is the score sheet that will guide the tender evaluation exercise in accordance with the tender evaluation criteria as set out in the tender documents for this project. Tenderers are to be guided by this weighting, which is to be read together with the **Evaluation of Tender** summary as set out in the tender documents.

**Table 1: SCORE SHEET FOR EVALUATION OF TENDER**

Sub-Item #	EVALUATION CRITERIA*	OVERALL WEIGHT (70%)	
		Weight	Score
<b>A</b>	<b>Technical Merit/Quality</b>		
1	Methodology	20	
2	Outline of Services Proposal	20	
3	Delivery Systems	5	
4	Staffing Structure	5	
6	Experience	10	
7	Brandt Concept for the Public Market	10	
	<b>Sub-total</b>		
<b>B</b>	<b>Price</b>	<b>Weight (30%)</b>	
8	Completeness of Tender Form	5	
9	Breakdown of Price Submission	20	
10	Resource Plan (breakdown of activity costs)	5	
	<b>Sub-total</b>		

\* Each criteria will be given a score of either 0, 1, 2, 3, 4 or 5.

### INSTRUCTIONS:

The evaluation criteria detailed in **Table 1** above will be scored on merit, by evaluation team members, independently of each other. Initial results will then be discussed with the evaluation team at formal team meetings.

The Contracting Authority will award a contract based on the identified optimum value for money solution(s) that best meets GoM/MATLHE's needs. To identify this, each criteria will be scored on the capabilities demonstrated by the tenderer. The score for each criteria will be multiplied by its weight. The following details the scoring method:

- (i) 0.....No answer or inadequate answer;
- (ii) 1.....Very poor answer;
- (iii) 2.....Poor answer;
- (iv) 3.....Good answer;
- (v) 4.....Very good answer;
- (vi) 5.....Excellent answer.

## FORM OF TENDER

The Chairperson  
Departmental Tender Committee  
Ministry of Agriculture, Trade, Lands, Housing and the Environment  
Brades  
Montserrat

Dear Sir/Madam

### **Tender for the provision of Facilities Management and Vending Services at Little Bay Public Market Complex**

I/We the undersigned undertake to deliver the above Services in accordance with the General Conditions of Contract for the sum of :

EC\$

(Words)

If my/our Tender is accepted, I/We undertake to commence the Services when directed to do so in accordance and in collaboration with the designated Official in the Ministry of Agriculture, Trade, Lands, Housing and the Environment.

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

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

Name

Signed

Name of firm (If Applicable)

Address

Tel. No

Fax No

Email Address

Date



## TENDER DOCUMENT CHECKLIST

Project Title: **Tender for the provision of Facilities Management and Vending Services at Little Bay Public Market Complex**

Date Scheme Advertised: Wednesday, May 18, 2016

Tender Deadline Date: Tuesday, June, 7, 2016

Tender Deadline Time: 2:00 pm

Below are the following document that 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 ant of the stated documents will result in the bid being considered non-compliant and rejected.

Signed Form of Tender ☐

Services Proposal, including: ☐

- Statement of Capability
- Work Plan
- Costing Breakdown

Tax Compliance Certificate ☐

Signed Anti-Collusion Statement ☐

.....  
Signed on Behalf of Contractor

.....  
Date



# **AGREEMENT**

**between**

**GOVERNMENT OF MONTSERRAT**

**and**

.....

1. This Agreement is made the .....day of.....2016 between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **Mrs. Daphne Cassell**, Permanent Secretary, Ministry of Agriculture, Trade, Lands, Housing and the Environment (hereinafter referred to as "**GOM**") of the one part and .....whose .....address .....is .....acting herein and represented by .....(hereinafter referred to as the "**Contractor**") of the other part. The Employer is desirous to provide facilities management and vendoring services at the Little Bay Market Complex and has being accepted by the Contractor for .....the .....sum .....of .....(\$.....) are the amount to carry out the Services according to the schedule and other documents which comprised the contract document.
2. This Agreement shall take effect from the..... and subject to prior termination as provided by this agreement shall continue for a period of ..... months.
3. In this Agreement:
  - a. "Agreement" means these General Terms and Conditions in Schedule 1 together with the Signed Form of Tender, and any document incorporated into this agreement by reference;
  - b. "**Contractor**" includes the **Contractor**, and his/its employees;
  - c. "Deliverables" includes the provision of facilities management and vendoring services and any component element of the Services required;
  - d. "Services" means the Services to be executed in accordance with this agreement as described in the Instructions to Tenderers, including the Description of Services Required.
4. The **Contractor** is an independent contractor and shall not be considered in any respect as being an employee of **GOM**.
5. The **Contractor** shall supply its Montserrat Social Security number and verify the accuracy of the number as entered on all documentation connected with this agreement, and shall provide to **GOM** evidence of good standing with and observance of the requirements of the Social Security Board.
6. The representative of **GOM** for the administration of this agreement is the Permanent Secretary, Ministry of Agriculture, Trade, Land, Housing and the Environment (hereinafter referred to as the Administrator). The Administrator shall have final authority for acceptance of the **Contractor's** performance, and if satisfactory shall initiate the process for approval of payment to the **Contractor**. No payment shall be made without such approval.
7. The **Contractor** shall provide the deliverables specified in column 1 of Schedule 2, within the timelines set out in Column 2 of Schedule 2, in return for the fees set out in column 3 of Schedule 2, under the terms and conditions outlined in Schedule 1.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the date herein first mentioned.

BY

BY

\_\_\_\_\_  
**Daphne Cassell**  
Permanent Secretary  
Ministry of Agriculture,  
Trade, Land, Housing  
and the Environment

WITNESS

WITNESS

\_\_\_\_\_

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## SCHEDULE 1

### Terms and Conditions

- I. **GOM** may at any time by a written notice modify the deliverables described in Schedule 2 and promptly upon receipt of such modification the **Contractor** shall within 10 working days either advise that the change will not affect its costs or cause a delay in providing the deliverables, or furnish a breakdown of estimated changes in costs or delay in the deliverables attributable thereto. Upon receipt of the breakdown by **GOM** any changes necessary to the other terms and conditions of the agreement shall promptly be negotiated by the parties and incorporated in an amendment to this contract. The **Contractor's** failure to advise of any such changes or delays shall constitute the **Contractor's** consent to the modification without adjustment to the other terms and conditions of this agreement.
- II. As full consideration for the services performed by the **CONTRACTOR** under the terms of this agreement the **GOM** will pay the fees as outlined in Schedule 2, payable against original invoices delivered to the **GOM** at its headquarters by the **CONTRACTOR**, provided that **GOM** may give notice of its intention not to pay such fee where:
  - a. The **CONTRACTOR** has failed to carry out services/provide the deliverables, or has defectively carried out services/provided deliverables required by this Agreement to be carried out and has not remedied such failure or defect within a reasonable time;
  - b. The **CONTRACTOR**, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
  - c. there is a breach of any other provision of this Agreement; and upon giving such notice the **GOM** may withhold payment accordingly.
- III. The **GOM** shall have the right, at its expense, to have a representative of the **GOM** inspect such records and invoices of the **CONTRACTOR** as are necessary to verify the **CONTRACTOR's** performance and all expenses submitted pursuant to this Agreement and the **CONTRACTOR** shall make such records and invoices available for inspection during normal business hours at the **MATLHE** Headquarters in Brades.
- IV. All records related to this Agreement at any time in the possession of the **CONTRACTOR** shall be retained for a period of one (1) year after the termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the **GOM**, shall be retained by the **CONTRACTOR** until the claim has been resolved.
- V. The **CONTRACTOR** shall not remove any material, goods or equipment purchased by the **GOM** and furnished to the **CONTRACTOR** to facilitate the performance of its obligations under this contract without the prior written consent of the Administrator.
- VI. The **CONTRACTOR** shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The



**CONTRACTOR** shall not seek to acquire any such information outside of the performance of its/his duties under this Agreement.

VII. (a) The **Contractor** shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the **GOM**, such consent not to be unreasonably withheld.

(b) The **Contractor** retains full and complete responsibility for every aspect of the Services and deliverables including any aspect which might be sub-contracted or assigned to another person under clause VII (a), including the duty to ensure that any such part of the Services or Deliverables are completed in a good and professional and competent manner, and in conformity in all respects of the Instructions to Tenderers.

(c) The **Contractor** shall respond to any reasonable query from **GOM** regarding the quality, professionalism and timeliness of service delivery and deliverables and shall provide **GOM** with satisfactory evidence of his/its compliance with the agreed Terms of Reference for providing the Services, and within ten working days from that of the query.

(d) The **Contractor** shall engage staff competent to carry out the performance of the Contract and ensure that staff are available at all material times for provision of Services and Deliverables.

VIII. The **Contractor** and **GOM** agree that they will each have the respective obligations under this agreement as outlined in **Schedule 3**.

a. The **Contractor** agrees to indemnify, and keep the **GOM** indemnified, from and against any and all loss, damage, expense, liability, claim or proceedings (whether criminal or civil) suffered by **GOM's** agents, servants or third parties, including any legal fees and costs incurred, resulting from a breach of this Agreement by the **Contractor** and/or arising in connection with the performance of this agreement by the **Contractor** or arising out of or in the course of or caused by the carrying out of the Works:

- i. in respect of personal injury to or death of any person; or
- ii. in respect of any damage whatsoever to any property real or personal due to any negligence, omission and default of the **Contractor**.

b. The **Contractor** agrees to indemnify **GOM** in respect of claims from anyone suffering damage to their equipment or property, or accidents suffered by their employees, agents or third parties, resulting from the **Contractor's** actions.

IX. The **Contractor** shall produce such evidence as **GOM** may reasonably require that the insurance's referred to in the form of tender have been taken out and are in force from commencement of works until project completion.

- X. (a) **GOM** will disburse monthly payment in respect of the services and deliverables only after invoice issued by Contractor (and receipt of certification issued by the Director of Agriculture, as required) that:
- (i) the respective phase of the Services or deliverables has been satisfactorily completed and complies with the terms of engagement;
- XI. The parties agree that a dispute relating to the agreement shall be determined by a Mediator. Any party may request that a Mediator be appointed. The parties shall try to agree a single Mediator by whom the matter shall be determined. The Mediator once appointed shall specify a reasonable time and date for submissions, and information by each party. The parties shall cooperate with the Mediator and with such enquiries that he/she may deem necessary. No confidential information supplied to the Mediator shall be disclosed to any third party. The Mediator may set out his/her own procedure and be entitled to award financial damages or to order the performance or prohibition of any act as he/she deems fit.
- XII. a) The **Contractor** shall receive two complete originals of this agreement.
- b) Subsequent to the commencement of the agreement, the **Contractor** shall receive a copy of all additions to and amendments to the Terms of Reference.
- XIII. a) If, before the date for practical completion, the **Contractor** shall make a default in any one or more of the following respects:
- (i) Without reasonable cause he/it wholly or substantially suspends the carrying out of the Services, or
- (ii) He/it fails to proceed regularly or diligently with the Services, or
- (iii) He/it refuses or neglects to comply with a written notice/instruction given by the Director of Agriculture and by such refusal or neglect, the Services are materially and adversely affected

The Director of Agriculture may give to the **Contractor** a notice specifying the default or defaults.

- (b) If the **Contractor** continues with the default for 14 days from the issue of the notice under the agreement **GOM** may by a further notice to the **Contractor** terminate this agreement. Such termination shall take effect on the date of receipt of such further notice.
- (c) **GOM** shall not issue a notice of termination unreasonably or vexatiously.
- (d) The Director of Agriculture shall determine the amount due to the **Contractor** which shall include loss, damage or expenses incurred by **GOM** as a direct consequence of the termination. A final payment certificate will be prepared by the Director of Agriculture.



(e) If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more

(i) Force majeure, or

(ii) The Director of Agriculture's instruction the **Contractor** or **GOM** may upon expiry of the period of the suspension give notice to the other party that unless suspension is terminated within 7 days after the receipt of such notice, **GOM** shall pay to the **Contractor** the total value of the Services properly delivered at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.

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

- XIV. The Director of Agriculture may issue instructions on behalf of **GOM**, with regard to the postponement of any or all the Services to be executed under this contract.
- XV. 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.
- XVI. 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.
- XVII. This Agreement shall be governed by the Laws of Montserrat in every particular and shall be deemed to be made in Montserrat.
- XVIII. (a) Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.
- (b) A party that is delayed in meeting or that fails to perform its obligation under this agreement because of Force Majeure, shall have no liability to the other for such delay or failure to perform. Both parties shall use reasonable endeavors to mitigate as far as possible, the effects of the Force Majeure event.
- (c) If one party is prevented from or delayed in performing its obligations under this agreement as a result of Force Majeure, the other party shall be released to the equivalent extent from its obligation in relation to that particular Force Majeure event.
- XIX. The provisions relating to confidentiality, indemnities and limitation of liability shall survive any completion, rescission, expiration or termination of this agreement. In addition, all rights and restrictions relating to any perpetual licenses and all payment terms relating to any outstanding payments shall survive.

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

a. A notice shall be delivered as follows:

(i) if to GOM, to:  
**Daphne Cassell**  
Permanent Secretary  
Ministry of Agriculture, Trade, Lands, Housing and the Environment  
Brades  
Montserrat  
Fax: 664-491-9275  
Email: [malhe@gov.ms](mailto:malhe@gov.ms)

(ii) if to the Contractor, to:  
Address: .....  
Email: .....

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

#### SCHEDULE 2

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

Services/Deliverables	Timelines	Fees

#### SCHEDULE 3

**Obligations of each party under this Agreement**

Contractor's obligations	GOM's obligations

#### SCHEDULE 4

**List all documents making up the Contract**



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.....2016

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 .....