



## Office of the Premier

P.O. Box 292, Government Headquarters, Brades, Montserrat  
Tel: (664) 491 3378/3463/2066/2557, Fax: (664) 491 6780/4632  
Email: [op@gov.ms](mailto:op@gov.ms)

Our Ref: OP 1/3/22 and OP1/4/13

6<sup>th</sup> October, 2016

Dear Sir/Madam,

**Re: Band Services to provide musical accompaniment for the Calypso Competition as part of activities for Christmas Festivals 2016 and 2017**

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

1. Document Check List
2. Form of Tender
3. Form of Agreement
4. Anti-Collusion Statement

Please return a complete document of the priced and signed Form of Tender, Bill of Quantities, Completed Document Check List and a copy of your **tax compliance certificate**, addressed to **The Chairperson, Department Tender Committee, Office of the Premier, Brades, Montserrat** to be received no later than **2:00 p.m. on Wednesday, October 19 2016**. Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, **"Tender for Band Services to provide musical accompaniment for the Calypso Competition as part of activities for Christmas Festivals 2016 and 2017"**. The name and address of the tenderer should also be written on the inner envelope which should be addressed to the **Chairman, Departmental Tender Committee, Office of the Premier, Brades, Montserrat**. The outer envelope should be duly sealed and bear the words, **"Tender for Band Services to provide musical accompaniment for the Calypso Competition as part of activities for Christmas Festivals 2016 and 2017"** and addressed to the **Chairman, Departmental Tender Committee, Office of the Premier, Brades, Montserrat**. The outer envelope should reveal **no** indication as to the identity of the sender. Please ensure that no additional marks are placed on the envelope.

Any queries relating to the tender or services included should be made in writing to the Director Montserrat Arts Council, Market Building, Little Bay [chadd.cumberbatch@artscouncil.ms](mailto:chadd.cumberbatch@artscouncil.ms).

Yours faithfully

  
.....  
Camille Thomas-Gerald (Mrs)  
Permanent Secretary

# Highlight on Calypso

2016 and 2017 Calypso Monarch Competitions

In every Caribbean country where there is a carnival, one of the main highlights is the Calypso Competition. The Calypsonians are expected to present songs on topics ranging from social/political commentary, the latest gossip or groovy/ party songs. One of the characteristics which separates Calypso from all other genres of music is its strong rhythm. The musical accompaniment is therefore an important part of the calypso product.

The musical accompaniment has emerged over the years from probably just a box guitar and drums to an orchestra including a full complement of brass. In order to facilitate a successful Festival, the musical accompaniment afforded to our Calypsonians must be of a regional standard and the best possible band must be made available.

The Montserrat Arts Council is committed to the improvement of the musical complement and Calypso music in general. In this regard, great scrutiny is being placed on the competence of the musicians and their abilities to merge as a band, the capacity of the band and its leader to perform the services within the contract and the experience of the musicians and band leader.



# 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** and **Bill of Quantities** for the services. 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 Inland Revenue along with his tender.**
4. All services undertaken will be the subject of taxation in accordance with the current legislation of Montserrat.
5. Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, **“Tender for Band Services to provide musical accompaniment for the Calypso Competition as part of activities for Christmas Festival 2016 and 2017”**. The name and address of the tenderer should also be written on the inner envelope which should be addressed to the **Chairman, Departmental Tender Committee, Office of the Premier, Brades, Montserrat**. The outer envelope should be duly sealed and bear the words, **“Tender for Band Services to provide musical accompaniment for the Calypso Competition as part of activities for Christmas Festival 2016 and 2017”** and addressed to the **Chairman, Departmental Tender Committee, Office of the Premier, Brades, Montserrat**. The outer envelope should reveal **no** indication as to the identity of the sender. Please ensure that no additional marks are placed on the envelope.
6. The Employer is not bound to accepting the lowest tender and has the right to accept and reject any tender offers.
7. Tenderers are not allowed to submit alternative tenders.
8. 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.
9. The most economically advantageous tender will be established by weighing technical quality against price on an 80/20 basis.
10. Tenderers must provide evidence to determine their competency, capacity and experience to perform the services.

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11. Tenderers must confirm their ability to provide full brass accompaniment for all segments of the competition from eliminations stage through to the finals.
12. Tenderers are asked to note that the calypso competition will comprise three (3) shows (Eliminations, Semi-Finals and Calypso Finals) at the Festival Village, Little Bay. Tenderers must provide a thorough breakdown of costs showing details of anticipated expenditure for each of the three (3) shows.
13. All musical equipment MUST be supplied by the Band or individual musicians.
14. The Band will provide musical accompaniment for Calypso Competitions (Eliminations, Semi-Finals and Calypso Finals). Also, the Band will be mandated to provide musical accompaniment for rehearsals for all participants for all three (3) shows.

# Tender Expertise and Evaluation Criteria

## COMPETENCE: 25%

- Bidders are to provide demonstrable knowledge and understanding of the provision of musical accompaniment for calypsonians in the context of the Montserrat Festival Calypso Competition.
- Bidders must be able to apply their existing knowledge to facilitate calypsonians and for general enhancement of the competition.
- Bidders must be able to lead a group of musicians and work in collaboration with calypsonians and the Montserrat Arts Council in delivering a quality product.
- The ability of the tenderer to select and apply the most effective practicing and music performing techniques for the enhancement of the show.

## CAPACITY: 25%

The tenderer must provide information regarding their capacity to undertake the contract. These include:

- The name of the Band
- Members of the Band and instruments played
- Confirm ability to transport instruments to and from venues
- Confirm ability to provide full band accompaniment for all three (3) shows
- Ability to provide at least ten (10) full practice sessions or rehearsals for calypsonians between each stage of the competition
- The venue for conducting practice sessions and rehearsals

## EXPERIENCE: 25%

- The tenderer is required to list similar contracts undertaken within the past five (5) years
- List all musicians comprising the band and provide details of their experience in playing the respective instruments, accompanying calypsonians on live shows or in competition and their ability to read music
- The experience of the Band Leader
- The number of years the Band has been playing and performing as a unit.

## PRICE: 25%

- The price submitted by the tenderer will be compared with other bids submitted and points apportioned accordingly

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- The Departmental Tender Committee is not bound to accept the lowest tender and has the right to refuse any tender offers
- Bidders are asked to provide a comprehensive breakdown of their price submission.



# Tender Checklist

## OFFICE OF THE PREMIER

**Project:** Tender for the Provision of Musical Accompaniment to Calypsonians in the 2016 and 2017 Montserrat Festival Calypso Competitions.

**Date scheme advertised:** *Thursday 6<sup>th</sup> October 2016*

**Tender Deadline Date:** *Wednesday 19<sup>th</sup> October 2016*

**Tender Deadline Time:** *2:00pm*

Below are the following documents that should be provided for a Bidders 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 non-compliant and rejected.

Signed Form of Tender (**Including time for completion and notice period**)

☐

Tax Compliance Certificate

☐

Statement proving Capacity

☐

Statement proving Competence

☐

Statement proving Experience

☐

.....

**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. Camille Thomas-Gerald**, Permanent Secretary, Office of the Premier (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 musical accompaniment to calypsonians during the 2016 and 2017 festival calypso competitions and the provision of the service has been accepted by the contractor ..... for ..... the ..... sum ..... of ..... (\$.....) being the amount to carry out the works 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 .....weeks/months.
3. In this Agreement:
- a) "Agreement" means these General terms and Conditions in Schedule 1 together with the tender expertise and evaluation criteria, signed Form of Tender, detailed price breakdown and any document incorporated into this agreement by reference.
  - b) "**Contractor**" includes the **Contractor**, and his/its employees;
  - c) "deliverables" includes the provision of musical accompaniment for calypsonians before, during and after the calypso eliminations, semi-finals and finals and any component element of the Works;
  - d) "Works" means the works to be executed in accordance with this agreement as described in the instructions to tenderers.
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, Office of the Premier (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.

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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

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**Camille Thomas-Gerald**

Permanent Secretary, Office of the Premier

WITNESS

WITNESS



## 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 2 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 the 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 **GOM** Headquarters.
- 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 related 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 Works 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 Works or deliverables are completed in a good, professional and competent manner, and in conformity in all respects with the item 14 of the instructions to tenderers

(c)The **Contractor** shall respond to any reasonable query from GOM regarding the quality and competency of the musicians sourced by him/her for use in the Works and deliverables and shall provide **GOM** with satisfactory evidence of his/its compliance with the agreed terms of reference for the undertaking of the works within seven days from that of the query.

(d)The **Contractor** shall provide musicians competent in playing various musical instruments required to carry out the performance of the contract and ensure that the same musicians are available at all material times for the provision of the 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 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 each payment in respect of the deliverables only after receipt of certification issued by the Director, Montserrat Arts Council that:

(i) the respective phase of the Works or deliverables has been satisfactorily completed and complies with the terms of engagement;

(ii) the value of the work completed at the stage corresponds to or exceeds the sums previously disbursed.

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 enquires 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 Works, or
- (ii) He/it fails to proceed regularly or diligently with the Works, or
- (iii) He/it refuses or neglects to comply with a written notice/instruction given by the Director, Montserrat Arts Council, and by such refusal or neglect the works are materially and adversely affected.

The Director, Montserrat Arts Council may give to the **Contractor** a notice specifying the default or defaults.

- b) If the **Contractor** continues with the default for 2 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, Montserrat Arts Council, 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, MAC.

- 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 one week, or more.

- (i) Force majeure, or

- (ii) The Director, Montserrat Arts Council 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 Works properly executed at the date of termination of the 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, Montserrat Arts Council, may issue instructions on behalf of GOM, with regard to the postponement of any or all the Works 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 endeavours 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 payment 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 or it 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:

Camille Thomas-Gerald  
Permanent Secretary  
Office of the Premier  
Brades  
Montserrat  
Fax: (664) 491-3378/3463  
Email: [geraldcc@gov.ms](mailto:geraldcc@gov.ms)

(ii) if to the **Contractor**, to:

Address: .....

Email:.....

(iii) In providing 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**



## FORM OF TENDER

The Chairperson  
Department Tender Committee  
Office of the Premier  
Brades  
Montserrat

Dear Sir/Madam,

**Re: Tender for Band Services to provide musical accompaniment for the Calypso Competition as part of activities for Christmas Festivals 2016 and 2017**

I/We the undersigned undertake to construct and complete 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 in accordance with the Montserrat Arts Council Festival Calendar schedules for 2016 and 2017 and the Montserrat Festival Committee Calypso Sub-Committee.

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

I/We confirm that this tender shall remain valid from the date of submission of this tender until December 31, 2016 and subsequently from September 1, 2017 to December 31, 2017.

Name.....

Signed.....

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

Address.....

.....

Tel. nr.....

Fax nr.....

Email Address .....

Date.....

**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 .....