

**Tender for the supply of Water  
Storage Tanks for the Montserrat  
Department of Agriculture**

**July 2016**

## **Background**

The Department of Agriculture is the Department in government that is responsible for ensuring that the island's residents can live in an environment where there is abundant and readily available nutritious food. In essence it is the Department that ensures the island's food and nutrition security.

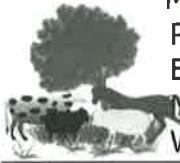
As such the Department has two major roles to play. One is a monitoring and enforcement role and the other is an enabling role in which conditions for primary producers and processors to sustainably ply their trade are fostered.

The challenges faced by the sector as a result of natural disasters, new world trading mechanisms, and climate change mean that the Department has positioned itself to tackle the problems faced by the productive sectors in as timely a manner to mitigate against loss of productivity and hardship.

The prolonged drought of 2015, and the resultant decrease in local production, and the concomitant hardship experienced by local farmers is one example of how climate change is negatively affecting the island.

One method to combat such droughts (which are becoming more frequent) is to have proper irrigation infrastructure. This project aims at providing water storage tanks that can be made available for small farms and backyard gardens to continue producing during these periods of drought.

# DEPARTMENT OF AGRICULTURE



MINISTRY OF AGRICULTURE, LANDS, HOUSING AND THE ENVIRONMENT  
P O BOX 272  
Brades  
Montserrat  
West Indies

**Tel:** (664)-491-3529  
**Fax:** (664)-491-8545  
**E-Mail:** [agridept@gov.ms](mailto:agridept@gov.ms)

20<sup>th</sup> July 2016

**Our Ref:** MATLHE 11/2

Dear Sir/Madam,

**Re: Tender for the supply of water storage tanks for the Montserrat Department of Agriculture**

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

1. Instruction to tenderers
2. Document check list
3. Form of Tender
4. Anti-Collusion Statement
5. General conditions of contract
6. Evaluation criteria

Please return a complete document of the priced and signed Form of Tender, completed Document Check List, signed Anti-Collusion statement and a copy of your **tax compliance certificate (if locally based)**. These should be placed in an inner envelope and addressed to: **The Chairperson, Departmental Tender Committee, Ministry of Agriculture, Trade, Lands, Housing and the Environment, Brades MSR1110, Montserrat.** The name of the project should also be written on this inner envelope and should read, **"Tender for the supply of Water Storage tanks for the Montserrat Department of Agriculture."** The name 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, Lands, 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 supply of Water Storage tanks for the Montserrat Department of Agriculture."** The outer envelope should bear no identification of the tenderer. Tenders are to be received no later than **2:00 pm on Wednesday, 10<sup>th</sup> August 2016.** Please ensure that no additional marks are placed on the outer envelope.

Any queries relating to this tender should be made in writing to the Director of Agriculture, Ms. Melissa O'Garro at [ogarrom@gov.ms](mailto:ogarrom@gov.ms).

Yours faithfully,

**Daphne S Cassell (Mrs)**

Permanent Secretary

Ministry of Agriculture, Trade, Lands, Housing & 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**. 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 the bidding documents.
4. All works undertaken will be the subject of taxation in accordance with the current legislation.
5. Tenders should be returned in a sealed envelope, no later than **2:00p.m on Wednesday, 10<sup>th</sup> August 2016**. Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, **“Tender for the supply of water storage tanks for the Montserrat Department of Agriculture”** and addressed to The Chairperson, Departmental Tenders Committee, Ministry of Agriculture, Trade, Lands, Housing and the Environment, Brades, Montserrat. The name 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 Tenders Committee, Ministry of Agriculture, Trade, Lands, Housing and the Environment. The name of the project should also be written on the outer envelope and should read, **“Tender for the Supply of water storage tanks for the Montserrat Department of Agriculture”**. The outer envelope should bear no identifiable mark of the tenderer. Tenders should not have any additional marks on the envelope. Late tenders will not be accepted.
6. Tenderers are to provide all documents or information requested as part of the Tender Evaluation.
7. 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.
8. Tenderers are not allowed to submit alternative tenders.
9. The Employer is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.

**Description of the Works**

Source and deliver water storage tanks to the Montserrat Department of Agriculture.

# FORM OF TENDER

The Chairperson  
Departmental Tenders Committee  
Ministry of Agriculture, Trade, Lands, Housing and the Environment  
Government of Montserrat  
Brades, MSR 1110  
Montserrat

Dear Sir/Madam;

**Re: Tender for Supply of *water storage tanks* for the Montserrat Department of Agriculture**

I/We the undersigned undertake to supply the equipment in accordance with the General Conditions of Contract, and Specifications for the sum of:

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

If my/our tender is accepted, I/We undertake to supply the equipment within \_\_\_\_ days from the date of receipt by me/us of the official order.

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 **ninety (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 FOR THE SUPPLY WATER STORAGE TANKS FOR THE MONTSERRAT DEPARTMENT OF AGRICULTURE**

## **SPECIFICATIONS**

### **SCOPE OF WORK**

This tender seeks proposals from interested persons or agencies for the supply of irrigation equipment for use by the Department of Agriculture in Montserrat. The successful bidder should

- ☐ Source or manufacture the equipment; or
- ☐ Purchase the equipment from the supplier/manufacturer; but in any case
- ☐ Arrange for the timely delivery of the equipment to the Department of Agriculture.

**Where the equipment is to be imported, government will consider a waiver on import duties on the specific items.**

### **DELIVERABLES**

The following are expected to be delivered under this project:

<b>No.</b>	<b>Item</b>	<b>Quantity</b>
<b>1</b>	1000 US gallon water tanks	20
<b>2</b>	600 US gallon water tanks	20

### **Specifications**

Bidders must submit the full specifications of the units with their bids. Specifications should include dimensions, construction materials and their characteristics. The successful bidder must deliver the equipment described in their tender. Variations to the selected equipment will be contemplated only in respect of the inability of the original suppliers/manufacturers to supply the agreed designs. In all other circumstances, the originally agreed items are expected to be supplied within the agreed timeline.

**No increase in the successful bidder's quote will be agreed (unless there is an arithmetic correction or the quantities requested are increased by the procuring entity).**

**Any bid submitted without specifications shall be deemed nonresponsive and rejected.**

**AGREEMENT**  
**between**  
**GOVERNMENT OF MONTSERRAT**  
**and**

.....



**GOVERNMENT OF MONTSERRAT (GOM)**  
**GENERAL CONTRACT CONDITIONS FOR THE SUPPLY OF WATER**  
**STORAGE TANKS TO THE MONTSERRAT DEPARTMENT OF**  
**AGRICULTURE**

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 the Permanent Secretary, Ministry of Agriculture, Trade, Lands, Housing and the Environment (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; which are described in Annex “A” that is attached hereto 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 Supply of the water storage tanks needs of the Montserrat Department of Agriculture.

**The Administrator or CA** means the duly authorized representative of **GOM** for the administration of this Agreement who has care and control of this Contract and whose name will be provided to the Supplier. The Administrator shall have final authority for acceptance of the **Suppliers** performance, and if satisfactory, shall initiate the process for approval of payment to **the Supplier**. No payment shall be made without such approval.

**The Contract Price** means the gross price to be paid by **GOM** and the method of payment of the Contract Price shall be agreed between the parties.

The ‘deliverables’ or where referred to in the contract as “services” means all work which the Supplier is required to undertake in the performance of this contract.

**The Specification** means the **GOM’s** requirements for the Supply of irrigation equipment for the Department of Agriculture, the details of which have been provided to the Supplier.

**2. VARIATIONS OF CONDITIONS**

The Supply of water storage tanks shall be as specified 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.

### 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

- 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the Contract by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.
- 5.2 The Supplier shall only be liable to pay compensation to the Purchaser under or in connection with this Contract if a breach of clause 3 is established against the Supplier. Notwithstanding any other term to the contrary in this Contract or any related document and whether the cause of action for any claim arises under or in connection with this Contract in contract or tort, in negligence or for breach of statutory duty or otherwise, in relation to any and all causes of action as aforesaid the total liability of the Supplier in the aggregate for all claims shall be limited to the lesser of
- a) sum equivalent to ten (10) times the fee payable under this Contract or
  - b) 1,000,000.00 Eastern Caribbean Dollars.
- 5.3 Neither party shall be liable to the other for any indirect, special or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business and loss of business opportunity.
- 5.4 Further and without prejudice to the aforesaid limit of liability and such liability of the Contractor/Consultant/Supplier for the loss or damage in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the Contractor/Consultant/Supplier to pay having regard to the Contractor's /Consultant's responsibility for the same and on the basis that:
- a) all other parties appointed or to be appointed by the Purchaser to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the Purchaser such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and
  - b) it shall be deemed that all such other parties have not limited or excluded their liability to the Purchaser for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this clause

## 6. INSURANCE

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

## 7. ASSIGNMENT

- 7.1 The **GOM** shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Supplier.
- 7.2 The Supplier shall not:-
- 7.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM**; or
  - 7.2.2 Subcontract any provision of the Contract or any part thereof to any person without the previous written consent of the **GOM**, **such consent shall not be unreasonably withheld or delayed**, which if given shall not relieve the Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the acts, defaults, or neglect of any sub-Supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Supplier or its agents or employees.

## 8. CONFIDENTIALITY

- 8.1 All information, requirements, documents and other data which the **GOM** may have imparted and may from time to time impart to the Supplier relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.
- 8.2 The Supplier hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract, disclose the same whether directly or indirectly to any third party without the **GOM's** prior written consent.
- 8.3 The obligations set forth in Clauses 8 and 16 shall expire two (2) years after the termination of the Contract.

## 9. BRIBERY AND CORRUPTION

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

- 9.1 Any party has offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with the other party; or
- 9.2 The like acts shall have been done by any person employed by the Parties or acting on its behalf (whether with or without the knowledge of the Party); or
- 9.3 In relation to any contract with the **GOM** the Supplier or person employed by it or acting on its behalf shall:-
- 9.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
- 9.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.
- 9.4 In the performance of their obligations under or in connection with this Contract the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

## 10. TERMINATION

- 10.1 The **GOM** may terminate this Contract in any of the circumstances set out in 10.2 below by giving to the Supplier notice in writing where the Supplier;-
- 10.1.1 Commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the Purchaser to the Supplier, the Supplier fails to remedy such breach within 14 days of the notice then the Purchaser may terminate the Contract forthwith.
- 10.1.2 Becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
- 10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 10.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 10.1.5 Has an administrative receiver appointed;

## **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:

Daphne Cassell

Permanent Secretary

Ministry of Agriculture, Trade, Lands, Housing and the Environment

Brades

Montserrat  
Tel: (664) 491-2546  
Fax: (664) 491-9275  
Email: [malhe@gov.ms](mailto:malhe@gov.ms)  
Email: [casselld@gov.ms](mailto:casselld@gov.ms)

## 16. CONFIDENTIALITY

16.1 The Supplier shall not at any time during or after the term of this Contract divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Contract, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The Supplier shall not seek to acquire any such information outside of the performance of its duties under this Contract.

## 17. MEDIATION AND ARBITRATION

17.1 If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through their Managing Director/Chief Executive Officer/Accountable or Accounting Officer. If the parties fail to resolve the dispute by mutual agreement within 14 days, 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: Daphne Cassell.....

Designation: Permanent Secretary.....

Signature.....

Witness Name.....

Designation.....

Signature.....

# **EVALUATION OF TENDER**

## **Evaluation Criteria**

The following criteria will be used to evaluate tenders received in response to this evaluation to tender.

<b>Criteria Description</b>	<b>Weight (%)</b>
Price	40
Administrative Compliance	20
Technical Compliance and Experience	30
Delivery Time	10

### **Price (40%)**

Tenderers must complete the Form of Tender and the Bill of Quantities and return them with their tender submission. The tendered price is a significant factor and the Government of Montserrat will seek to ensure that the works are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. Government of Montserrat is not bound to accept the lowest or any tender. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenders.

### **Administrative Compliance (20%)**

Evaluators will review and determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements outlined below will at this stage be excluded from further consideration. The requirements are outlined in the table below:

<b>Criteria</b>	<b>Yes (✓)</b>	<b>No (✓)</b>
Was the bid received by the stated deadline?		
Were all the tender documents completed as required?		
Was the bid accompanied by drawings, sketches and specifications?		
Was a tax compliance certificate supplied?		

### **Technical Compliance & Experience (30%)**

Adherence to technical specification is paramount. It is important that tenderers meet the specifications as outlined in the tender solicitation document. This criterion is rated on a scale of 1-5 where one is the least compliant with the specifications and five is the most responsive. The maximum score obtained in this segment of the assessment is 30. The table below outlines the scoring mechanism for this segment:

<b>Criteria</b>	<b>1 - 5</b>
How sturdy are the tanks	
How stackable are the tanks	
Capacity of the tanks	

### **Delivery Time (10%)**

Considering the urgent need for the water storage tanks, delivery time will be a critical component in the evaluation process. Points will be awarded to the tenderer who submit the earliest delivery time. This will be considered proportionately in comparison to other submissions from tenderers.



# **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.

TELEPHONE NO..... FAX NO.....  
.....

**Ministry of Agriculture, Trade, Lands, Housing and the Environment**

**Tender Document Checklist**

Project Title: **Tender for the Supply of Water Storage Tanks  
for the Montserrat Department of Agriculture**

Date Scheme Advertised: Friday, 22<sup>nd</sup> July 2016

Tender Deadline Date: Wednesday, 10<sup>th</sup> August 2016

Tender Deadline Time: 2:00pm

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

The below documents should be presented with their bid to ensure that their bid is valid.

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

Pro Forma Invoice ☐

Tax Compliance Certificate (if locally based) ☐

Signed Anti-Collusion Statement ☐

.....  
Signed on behalf of Contractor

.....  
Date

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

## 6. INSURANCE

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

## 7. ASSIGNMENT

- 7.1 The **GOM** shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Supplier.
- 7.2 The Supplier shall not:-
- 7.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM**; or
  - 7.2.2 Subcontract any provision of the Contract or any part thereof to any person without the previous written consent of the **GOM**, **such consent shall not be unreasonably withheld or delayed**, which if given shall not relieve the Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the acts, defaults, or neglect of any sub-Supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Supplier or its agents or employees.

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

## 6. INSURANCE

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

## 7. ASSIGNMENT

- 7.1 The **GOM** shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Supplier.
- 7.2 The Supplier shall not:-
- 7.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM**; or
  - 7.2.2 Subcontract any provision of the Contract or any part thereof to any person without the previous written consent of the **GOM**, **such consent shall not be unreasonably withheld or delayed**, which if given shall not relieve the Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the acts, defaults, or neglect of any sub-Supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Supplier or its agents or employees.

## 8. CONFIDENTIALITY