

**TENDER FOR THE  
PREPARATION,  
DELIVERY AND  
SERVICE OF MEALS  
UNDER THE  
SCHOOLS  
LUNCH PROGRAM**

**MAY 2017**

Page 1 of 31

# **TENDER FOR THE PREPARATION, DELIVERY AND SERVICE OF MEALS UNDER THE SCHOOLS LUNCH PROGRAM**

## **DESCRIPTION AND SCOPE OF WORKS**

### **BACKGROUND:**

The school lunch programme began approximately three (3) decades ago with the aim of providing a free nutritious meal for children who were perceived as being vulnerable. The programme has since expanded to cater for any child desirous of participating in the programme. Since its inception, the programme has provided tangible benefits to families, especially lower income families, who find it difficult to provide nutritious lunches for their child/children. However, despite the introduction of a small fee being charged to parents to subsidize the cost of the service, the programme remains heavily subsidized by the Government of Montserrat. However, to ensure that vulnerable students have access to nutritious food the Government is committed to continue supporting students on a needs basis.

The service was outsourced in 2013 following the issuance of a Request for Expressions of interest in the private sector. A local business was selected to deliver the service and it did so for three years. The contract will end shortly and the public is being asked to submit tenders for the delivery of the service.

Presently, a total of twenty eight (28) students participate in the lunch program at the Montserrat Secondary School, whilst 40 students at Brades and 45 students at the Lookout Primary school. This figure can either increase or decrease and any such change will be communicated to the successful contractor.

### **SERVICE DELIVERY**

The Ministry of Education is inviting tenders from individuals or service providers to provide the lunch service for students attending both the Brade's and Lookout Primary Schools and the Montserrat Secondary School from September 2017 through to July 2019.

The Ministry of Education has created a well-structured and highly nutritious menu with invaluable input from Government's nutrition officer. Lunch menus to be delivered under this program must follow as closely as possible the menu guidelines which are provided in these tender documents.

It is the intent of the Ministry of Education to enter into contractual agreement with one service provider under agreed and fixed cost per lunch. Under this agreement, the contractor will be remunerated monthly based on the number of meals contracted for on a week- by-week basis. At the end of each week, the Ministry of Education will notify the successful service provider of the number of students participating in the school lunch program for the following week.

However, the service provider must document the number of lunches prepared each day and this must be verified by the school representative and signed off each day.

This tender dossier provides a detailed description of the type and quality of lunch service that is required by the Ministry under this contract. By signing at the end of this document, the successful

service provider agrees that he/she has read and understood all the general terms and conditions in this invitation to tender document.

### **Scope of Works:**

- The service provider will purchase or otherwise procure, prepare, deliver and serve lunches to all eligible students at their respective schools. All lunches must be prepared to the highest standards, and follow the guidelines of the attached menus. Meals must be well balanced nutritionally and where particular students have specific nutritional requirements the service provider should satisfy the nutritional requirements of the students.
- Lunches must be tasty, fresh, and consist in part of vegetables and fruit and be of the agreed portion sizes. Wherever vegetables are required to be served, they must be fresh and preferably local. Regarding beverages, the Ministry of Education is keen to promote the usage of more locally made fruit drinks especially in an environment where there is concern about lifestyle choices and non-communicable diseases such as diabetes. Hence no carbonated drinks should be served under this contract.
- An 11-day menu cycle is proposed in this dossier which should serve as a guideline for tenderers. It is not anticipated that this menu be rigidly adhered to. It should serve as a guide but tenderers are asked to provide as part of their submission a list of foods which may be used for variations on a daily basis from time to time.
- Lunches must be prepared at the agreed site and transported to the schools to be served at their respective lunchtimes. The students at the Montserrat Secondary School have their lunch break from 10:55am to 11:35am while the students at the Primary Schools have their lunch break from 12:00pm until 1:00pm.
- Whenever the school is being held at an off-site location, the service provider shall be given a minimum of 2 days' notice and the lunch shall be delivered as advised by the school representative.
- It is a condition of the Contract that lunches are delivered at least 15 minutes before the start of the lunch break. All lunches are to be served in a unitized container which can keep the food in a reasonably warm state until served to the students.
- Food shall not be delivered to the school in bulk quantities to be served. Individual lunches must be properly packaged and ready for distribution.
- At the end of each week, the Ministry of Education will notify the service provider in writing of the number of lunches needed for each school in respect of the following week.

### **Accountability Management**

- At the end of each week, each child who is eligible for a subsidized school lunch must pay the subsidized fee to the school in order to receive lunch the following week. Except for those whose lunches are paid for by the Social Services Department, only these children will be allowed to

receive school lunches as part of the scheme. This arrangement does not preclude the service provider from selling lunches at market prices to non-subsidized students.

- The officer at the school who will oversee and ensure that lunches are of the desired standard and quality, will ensure that only students on the subsidized lunch list, who have paid for or had their lunches paid for are served. This list will be signed by both the school representative and the service provider as proof that the number of lunches has indeed been served. This will form the basis for remunerating the service provider.
- At the end of each week, all signed subsidized lunch lists must be submitted to the Ministry of Education by the schools for tabulation to be made and cross-checked with the service provider's records. The amount paid to the service provider will be based on this tabulation.
- At the end of each month the service provider will invoice the Ministry of Education and payment must be made within ten working days.
- The Ministry of Education will maintain supervision and oversight of the delivery of the school lunch program and will ensure that the service provider complies with the terms and conditions of the Contract. The Ministry of Education will retain control over the quality, composition, delivery and general nature of the lunch service and will conduct ad hoc visits and lunch counts to ensure that the service provider is operating within the terms of the contract.
- The Ministry of Education shall ensure that all applicable health certifications are current and kept up to date and ensure that all local health and environmental regulations are being met by the service provider at all times during the performance of the Contract.
- The service provider must rigorously ensure that he/she complies with the Ministry of Education's requirement for accommodating students with special dietary needs. The parent/guardian of the child must provide the school and the service provider with instructions regarding special dietary needs or dietary restrictions relating to their child. The service provider shall comply and prepare lunches that meet these specific dietary requirements and shall indemnify the Ministry of Education for any action brought against them for non-compliance with this requirement.

#### **Health and Sanitation:**

- All local health and sanitation requirements must be met at all times. The service provider will obtain and maintain all local health certifications and regulations that apply to food hygiene and preparation. This shall include the wearing of gloves, hair coverings and aprons by staff as appropriate.
- Appropriate fire-fighting equipment should be readily accessible at the facility.
- The service provider will maintain applicable health certification for any facilities in which lunches are prepared and delivered.

- All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- The service provider shall furnish to the Ministry of Education a copy of the current health certification issued by the Department of Environmental Health which shall be included with the Contract.
- Representatives from the Ministry of Education and the Health and Environmental Department will, at any time without prior notice being given, conduct inspections on the service provider's place of business where lunches are being prepared. The service provider's preparation areas, storage facilities and transporting vehicles will be inspected without prior notice.
- All information regarding vehicles owned by the service provider and used for food transportation and/or delivery must be communicated to the Ministry.
- The location or address of all food preparation and storage facilities must be submitted to the Ministry of Education as part of the contract documents and any changes will be communicated promptly to the Ministry of Education and these are open to inspection at any time. All relevant records shall also be made accessible to the inspectors.
- The highest standards of sanitation must be maintained throughout the contract period. In the event the service provider's facility receives a negative or sub-standard report from the Environmental Health Department, the service provider shall take the necessary steps to address the concerns of the inspectors.
- The Ministry may cancel the remainder of the contract if it becomes dissatisfied that the service provider is taking satisfactory and urgent steps to address the concerns of the inspectors.
- The service provider and staff will undergo health checks twice each year and shall submit the reports to the Ministry within two weeks of having received the reports.
- The service provider will provide on-site access to all records, food storage, preparation and service areas for the purpose of inspection by the contracting authority or health inspectors.
- There should be a kitchen cleaning schedule posted in a prominent place which indicates the when unusual areas of the kitchen such as walls, roof, fridge, stove etc will be /have been cleaned;

**Record Keeping:**

- The service provider will maintain full and accurate records which the Ministry of Education will need to determine the accuracy of remuneration due to the service provider.
  - Type and description of lunch served, that is, sandwiches or hot meal
  - Composition of the lunch, that is, bread, cheese, corn beef, rice, soup, baked chicken etc
  - Number of lunches issued to eligible students.

- The service provider must submit these records to the Ministry along with an invoice at the earliest opportunity each month so that the contractor can be paid in respect of the previous month.
- The service provider will provide a copy of the relevant confirmation letters from both the Social Security and Inland Revenue departments confirming tax compliance and giving authorization to conduct business in Montserrat.

**Criminal Record Checks:**

- The service provider shall provide documentary evidence that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of an offence or any other crime that indicates the person poses a threat to the physical safety of students, school personnel or others.
- The service provider shall not assign any employee or agent to provide services pursuant to this contract if the said worker has ever been convicted of an offense or any crime involving sex, violence, or drugs; or if the said worker has engaged in any crime or conduct indicating that the worker may poses a threat to the safety or well-being of students or school personnel.
- School officials reserve the right to prohibit any individual employee of the service provider from providing services on school property if school officials determine, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

**Cancellation:**

- This Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party. However, no such termination may be implemented unless and until the other party is given at least thirty (30) days written notice of intent to terminate, and an opportunity for consultation with the terminating party, to address the concerns of the other party.
- Valid causes for termination of this contract will include, but are not limited to:
  - ✓ Failure by the service provider to adhere to any of the provisions of this contract.
  - ✓ Failure by the service provider to deliver services that meet the specified standards.
  - ✓ Failure by the service provider to adhere to the required delivery schedules.
  - ✓ Failure by the service provider to maintain the required high level of sanitation.
  - ✓ Failure by the service provider to observe and adhere to all the provision of the contract.
  - ✓ Failure by the Ministry of Education to execute payment of invoices within the contracted time frame.
- All applicants should be clear on the following issues:
  - The service provider shall be responsible for serving and cleaning up of serving areas after lunches have been served and consumed by the students.

- School calendar holidays will not be counted and therefore no cost must be charged for those days.

**Interested individuals are asked to complete the forms below and submit their proposals to the Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat by 2:00pm Wednesday 7<sup>th</sup> June, 2017. All tenderers are asked to present a valid tax and social security compliance certificate at the time of submitting their tender.**



# Ministry of Education, Youth Affairs & Sports

**P O Box 103**  
**Government Headquarters**  
**Brades**

Montserrat

**Tel:** 664-491-2541/2542  
**Fax:** 664-491-6941  
**Email:** education@gov.ms

---

May 08<sup>th</sup>, 2017

Dear Sir/Madam

**RE: TENDER FOR THE PREPARATION, DELIVERY AND SERVICE OF MEALS UNDER THE SCHOOLS LUNCH PROGRAM**

You are invited to submit a tender for the above captioned project. Included in this tender dossier are the following critical documents:

- Instructions to Tenderers
- Document Checklist
- Form of Tender
- Anti-Collusion Statement;
- General Conditions of Contract;
- Evaluation Criteria
- 11-day Menu Guidelines

Please submit the completed document of the priced and signed Form of Tender, signed Document Checklist, signed Anti Collusion statement and a copy of your tax compliance certificate (if locally based).

The completed tender documentation should be sent to the **“Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat”** by **2:00pm Wednesday 7<sup>th</sup> June, 2017**

Yours Sincerely

---

Glenn Francis  
Permanent Secretary (Ag)

## INSTRUCTIONS TO TENDERER

### Tender for The Preparation Delivery and \Service of meals under the Schools Lunch Program

#### INSTRUCTIONS TO TENDERERS

- (1) The contract conditions adopted for this project will be the Government of Montserrat General Conditions of Contract.
- (2) Tenderers must fully complete and submit the Form of Tender. Failure to fully complete and return this critical document and provide the additional information stated in these instructions will render the bid non-compliant and it will be rejected.
- (3) Tenderers must sign and submit the **DESCRIPTION AND SCOPE OF WORKS** document and supply all documentation as indicated on the tender checklist.
- (4) Tenderers must submit a current Tax Compliance Certificate with their bid if their place of business is registered in Montserrat.
- (5) The completed tender documentation must be submitted in a plain and sealed inner envelope and addressed to the **“Chairman, Public Procurement Board, Ministry of Finance and Economic Management Brades, Montserrat”**. Tenders are to be received no later than **2:00pm Wednesday 7<sup>th</sup> June, 2017**. The name of the project should also be written on this inner envelope and should read **Tender for The Preparation Delivery and Service of meals under the Schools Lunch Program**. The name of the bidder **must** also be written on this inner envelope.

The inner envelope should then be placed in a plain sealed outer envelope and addressed to the **“Chairman, Public Procurement Board, Ministry of Finance and Economic Management Brades, Brades, Montserrat”**. Tenders are to be received no later than 4pm on **2:00pm Wednesday 7<sup>th</sup> June, 2017**. The name of the project should also be written on this inner envelope and should read, **Tender for The Preparation Delivery and \Service of meals under the Schools Lunch Program**. No evidence of the bidders name should be on this outer envelope. Please ensure that no additional marks are placed on the outer envelope.

- (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. A tenderer whose tender sum is subject to arithmetical correction will be informed and asked whether he accepts the corrected tender sum. Failure to accept the corrected sum will result in the rejection of the tender.
- (7) Any bid received after the deadline for submission of bids prescribed in (4) above will be rejected.
- (8) Tenderers are not allowed to submit multiple or alternative tenders.
- (9) The **Public Procurement Board** is not bound to accept the lowest or any tenders and has the right to accept or reject any tender offers.

- (10) Tenderers must complete the Form of Tender and return this with their tender submission. The currency for completing the Form of Tender is Eastern Caribbean Dollar. Tenders in other currencies will be rejected. The exchange rate to be used shall be that pertaining 14 days prior to the date for submission of tenders.

# RESPONDENT'S IDENTIFICATION / DETAILS

## PERSONAL INFORMATION

Company name: \_\_\_\_\_

Company Registration Number \_\_\_\_\_

Company Address \_\_\_\_\_

Name of Person \_\_\_\_\_

Position in the Company \_\_\_\_\_

Company Telephone \_\_\_\_\_

Company Email Address: \_\_\_\_\_

B	QUESTIONNAIRE		
1	Your entity operates as which one of the following?	Sole Proprietorship	
		Partnership	
		Limited Liability	
		Others	
2	How many years has your entity been in operation?	(0-1)	
		(1-3)	
		(3-5)	
		(5-10)	
		(10 & Over)	
3	Number of Employees with your entity?	(1-5)	
		(6-10)	
		(11-15)	
		(16 & Over)	

I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand false statement may result in denial of a contract and possible debarment from future prospects.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## TENDER CHECKLIST

The following documents 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 any of the stated documents may result in the bid being considered noncompliant and rejected:

1. Experience/training of the bidder to indicate ability to execute this contract (certificates, CVs testimonials including Police character certificates etc) .
2. Experience/ training of staff to assist the bidder in the execution of this contract including Police character certificates;
3. Completed and signed Form of Tender. The form of tender document shall be signed by the person legally authorized to bind the firm to a Contract.
4. Identification details of the Tenderer's business
5. Tax/Social Security compliance certificate (if locally based)
6. Proposed list of substitution items on the menus
7. Signed Anti-Collusion Statement
8. Documentation including photographs regarding food Storage equipment
9. Description and scope of works

.....  
**Signed by Tenderer**

## EVALUATION OF TENDERS

All tenders will be evaluated based on the criteria below and the successful candidate will be that which has amassed the highest score.

The evaluation will assume a two-stage process:

### Administrative compliance

At this stage bids will be checked to ascertain the following:

- Was the bid received before the deadline?
- Was the bid packaged as instructed the 'instructions to tender'?
- Were all of the required documents completed signed as required?
- Were all of the mandatory documents on the check list provided with the bid?

If the response to any of the questions above is negative the bid will be quite likely to be rendered non-compliant and the bid so rendered will not be considered for further evaluation.

### Technical compliance

The following criteria will be the basis for determining the successful bid:

<b>Criteria Description</b>	<b>Score</b>
The degree to which the bidder and the staff has the requisite training and/or experience to deliver a meals program of the highest quality and hygiene standards	35
The environment	20
Price per meal	45
Maximum Technical Score	100%

### The training and or experience of the Bidder and Support staff (35%)

This criteria is of paramount experience and will be scored based the length of time the bidder has been preparing food for public consumption. Points will be awarded based on the proportion of that time which has been spent preparing food in an institution such as a hospital, hotel or restaurant. The focus here is on experience but formal training will be assessed as an enhancement to the bidder's experience.

The substitution list which the bidder proposes to the menu may be used as an additional practical indication of the bidder's experience and training in food and food preparation.

In these criteria, the person with the most experience will be awarded the maximum score and each other bidder will be scored relative to this bidder.

The bidder can assist their cause by submitting a short statement which describes how they meet this criteria. The statement must be supported by documentation such as copies of relevant certificates, testimonials, a CV or any other document which can assist the evaluators to make a decision.

#### The suitability of the environment (20%)

Under this criterion the following will be assessed:

The suitability of the environment where meals will be prepared (8%)

The suitability of the vehicle to be used to deliver meals in a hygienic environment (4%)

The food storage equipment to ensure that foods which are to be prepared are fresh and/or wholesome (8%)

The kitchen or other environmental elements such as the vehicle to be used must be suitable for food preparation storage and transportation. In this criteria the environment will be judged on its cleanliness, its organization, its environment in totality. Hygiene and food security are very important in order to avoid food poisoning hence the evaluators will need to be satisfied that the bidder proposes a suitable environment.

The facilities (kitchen and vehicles) must show evidence of being free from harmful pests such as roaches and rodents; pots and pans and other dishes must be clean; the sink area must be clean and tidy; waste disposal containers should be clean and should be covered; surfaces must be clean and tidy;

The evaluators can be assisted in scoring this metric with a short statement supported by photographs, health department certificates, personal hygiene certificates or any other relevant document. The environment will be assessed through on site visits.

The bidder which presents the most suitable setting will be scored based on the presentations including site visits and all other bidders will be scored relative to this bidder.

The bidder with the best proposal on this metric will be awarded an appropriate score and all other bidders will be assessed accordingly.

#### Unit Price (45%)

It must be noted that this service is one that is aimed at vulnerable members of our community so while it is desirable to keep costs diminished, there is not expected to be any diminution of the service quality. In addition government is keen to deliver high quality service but is insistent on obtaining the best quality service. Consequently while cost is an important metric, service level is equally or more important.

The consideration is the cost the bidder expects to be paid for each meal throughout the life of this contract.

The bidder with the best bid will be scored and all other bids will be scored on this metric accordingly.

# FORM OF TENDER

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

Dear Sir/Madam;

**Re: Tender for The Preparation Delivery and Service of meals under the Schools Lunch Program**

I/We the undersigned undertake to prepare deliver and serve meals under the Schools Lunch Program in accordance with the Contract Agreement, and as described in the captioned project outlined above as provided in the tender documents for the sum of:

EC\$..... being the cost per meal served.

If my/our tender is accepted, I/We undertake to commence the service on **September 4<sup>th</sup>, 2017**

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. nr.....  
Fax nr.....  
Email Address .....  
Date.....

**GOVERNMENT OF MONTSERRAT (GOM)**

**GENERAL CONTRACT CONDITIONS FOR THE PREPARATION, DELIVERY AND SERVICE OF MEALS UNDER THE SCHOOLS LUNCH PROGRAM**

This Agreement is made the..... day of..... 2017 between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Education, Youth Affairs and Sports (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/Service Provider including all specifications and Terms of Reference; and in which, inter alia, the tender instructions, scope of works along with the outcomes, deliverables and considerations are clearly stipulated, and other documents which may be incorporated or referred to herein;

**The Contracting authority** means the Ministry of Education of the Government of Montserrat.

**The Service Provider** means the company/ companies/ individual that is responsible for carrying out the requirements of the contract, that is, the preparation, delivery and service of meals under the schools lunch program.

**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 Service Provider. The Administrator shall have final authority for acceptance of the **Service Providers** performance, and if satisfactory, shall initiate the process for approval of payment to the **Service Provider**. No payment shall be made without such approval.

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

**The Specification** means the GOM's requirements for the preparation, delivery and service of meals under the schools lunch program as described earlier in this document.

## 2. VARIATIONS OF CONDITIONS

The contract shall be carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this agreement.

## 3 NON-DELIVERY

Without prejudice to any other right or remedy, should the Service Provider 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 Service Provider under the terms of this Contract, the **GOM** will pay the fees as outlined within 10 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 Service Provider 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 Service provider, 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 Service Provider, the same may be deducted from any sum then due or which at any time thereafter may become due to the Service Provider 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 20 working days after receipt of an original invoice in respect of such fee the Service Provider 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 Service

Provider may terminate or suspend this Contract immediately. Nothing stated in this provision shall operate to impair the right of the Service provider to recover any such fee in any other manner.

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

## 5 INDEMNITY AND INSURANCE

5.1 Subject to clause 5.2 and without prejudice to its liability for breach of any of its obligations under the Contract, the Service Provider 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 Service Provider, 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 Service Provider 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.

5.3 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 service provider 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 service provider to pay having regard to the service provider's responsibility for the same and on the basis that:

a) all other parties appointed or to be appointed by the GoM to perform related services in connection with the Contract shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the GoM 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 GoM for the loss or damage in any way which may be prejudicial to the Service Provider's liability under this clause

## 6. INSURANCE

6.1 The Service Provider shall insure against its full liability under this Contract.

6.2 The Service Provider 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 Service provider.
- 7.2 The Service Provider 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 Service Provider from any liability or obligation under the Contract and the Service Provider shall be responsible for the acts, defaults, or neglect of any sub-service supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Service Provider 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 Service Provider 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. The Service Provider 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 Service Provider shall not seek to acquire any such information outside of the performance of its duties under this Contract.
- 8.2 The Service Provider 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 Service Provider 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 Service Provider notice in writing where the Service Provider;-
- 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 GoM to the Service provider, the Service Provider fails to remedy such breach within 14 days of the notice then the GoM may terminate the Contract forthwith.
- 10.1.2 becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
- 10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 10.1.4 has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 10.1.5 has an administrative receiver appointed;
- 10.1.6 has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00

10.1.7 Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the **GOM** may without prejudice to any accrued rights or remedies under this Contract, terminate the Contract by giving notice in writing.

10.2 If the Contract is terminated as provided in this condition then the **GOM** shall:-

10.2.1 Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;

10.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Service Provider;

10.2.3 Be entitled to deduct any losses to the **GOM** resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the **GOM** to the Service Provider as a debt). Such loss shall include the reasonable cost to the **GOM** of the time spent by the **GOM** in terminating of the Contract as aforesaid have been due to the Service Provider.

## **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 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. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

## **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 Agreement 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.

A notice shall be delivered as follows:

if to the Service Provider, to:

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_  
Tel: No \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

A. if to the GOM, to:

Name: Glenn Francis  
The Permanent Secretary  
The Ministry of Education Youth Affairs and Sports  
Government Headquarters  
Brades  
Montserrat  
Tel: (664) 491-2541/2  
Email: education@gov.ms

## 16. MEDIATION AND ARBITRATION

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

## 17. SIGNATURES

17.1 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. SERVICE PROVIDER

Name.....  
Designation.....

Signature.....

Witness Name.....  
Designation.....

Signature.....

### B. GOM

Name: GLENN FRANCIS  
Designation: Permanent Secretary, MEYAS

Signature.....

Witness Name.....  
Designation.....

Signature.....

**GOVERNMENT OF MONTSERRAT**

**TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE**

I/WE CERTIFY THAT THIS TENDER IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE TENDER BY OR UNDER OR IN ACCORDANCE WITH ANY AGREEMENT OR ARRANGEMENT WITH ANY OTHER PERSON. I/WE ALSO CERTIFY THAT WE HAVE NOT AND I/WE UNDERTAKE THAT WE WILL NOT BEFORE THE AWARD OF ANY CONTRACT FOR THE WORK:

DISCLOSE THE TENDER PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE TENDER

TO ANY OTHER PARTY (INCLUDING ANY OTHER COMPANY OR PART OF A COMPANY FORMING PART OF A GROUP OF COMPANIES OF WHICH I AM/WE ARE A PART OF) NOR TO ANY SUB-CONTRACTOR (WHETHER NOMINATED OR DOMESTIC) NOR SUPPLIER (WHETHER NOMINATED OR DOMESTIC) OR ANY OTHER PERSON TO WHOM SUCH DISCLOSURE COULD HAVE THE EFFECT OF PREVENTING OR RESTRICTING FULL COMPETITION IN THIS TENDERING EXERCISE.

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM TENDERING, THAT THEY SHALL WITHDRAW ANY TENDER ONCE OFFERED OR VARY THE AMOUNT OF ANY TENDER TO BE SUBMITTED OR OTHERWISE COLLUDE WITH ANY PERSON WITH THE INTENT OF PREVENTING OR RESTRICTING FULL COMPETITION PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER TENDER OR PROPOSED TENDER FOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT I), II) OR III) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER TENDER FOR THIS CONTRACT BY ANY OTHER PARTY.

I/WE FURTHER CERTIFY THAT THE PRINCIPLES DESCRIBED ABOVE HAVE BEEN, OR WILL BE, BROUGHT TO THE ATTENTION OF ALL SUB-CONTRACTORS, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE TENDER AND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONTRACTORS, SUPPLIERS OR ASSOCIATED COMPANIES WILL BE MADE ON THE BASIS OF COMPLIANCE WITH THE ABOVE PRINCIPLES BY ALL PARTIES.

I/WE ACKNOWLEDGE THAT ANY BREACH OF THE FOREGOING PROVISIONS SHALL LEAD AUTOMATICALLY TO THIS TENDER BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS. THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY TENDER RECEIVED IN CONFIDENCE BUT RESERVES THE RIGHT TO MAKE THE SAME AVAILABLE TO ANY OTHER FUNDING ORGANISATION OR STATUTORY REGULATORY AUTHORITY EITHER HAVING JURISDICTION OVER THE WORKS OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS TENDER.

IN THIS CERTIFICATE, THE WORD 'PERSON' INCLUDES ANY PERSONS AND ANY BODY OR ASSOCIATION, INCORPORATED OR UNINCORPORATED; ANY AGREEMENT OR ARRANGEMENT INCLUDES ANY TRANSACTIONS, FORMAL OR INFORMAL AND WHETHER LEGALLY BINDING OR NOT; AND 'THE WORK' MEANS THE WORK IN RELATION TO WHICH THIS TENDER IS MADE.

SIGNATURE..... IN CAPACITY OF .....

DATE.....2017

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 .....

# Menu Guidelines

## DAY 1- DAY 5

### PROPOSED MENU FOR SCHOOL LUNCH

FOOD GROUP	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
FOOD FROM ANIMALS	CORNBEEF	BAKED CHICKEN	HAMBURGER	FRANKFURTE R	CURRIED CHICKEN
STAPLES	MUFFIN	RICE AND PEAS	HAMBURGER BUN & POTATO WEDGES	HOT DOG ROLL	WHITE RICE/MASHED POTATOES
VEGETABLES	CUCUMBER & TOMATO SLICES	COLESLAW	TOMATO & LETTUCE	RELISH	STEAMED MIXED VEG
FRUIT/FRUIT JUICE	PINEAPPLE JUICE	BANANA/LEMONADE	CHERRY DRINK/GRAPES	ORANGE JUICE/ ORANGE WEDGES	FRUIT PUNCH

## DAY 6- DAY 10

FOOD GROUP	DAY 6	DAY 7	DAY 8	DAY 9	DAY 10
FOOD FROM ANIMALS	CHICKEN WRAP	VEGETABLE	SALAMI & P/APPLE PIZZA	STEWED TURKEY WINGS	TUNA
STAPLES	PITA BREAD	CHICKEN/BEEF SOUP		MACARONI & CHEESE	SLICED BREAD
VEGETABLES	LETT/CUC/TOM		TOSS SALAD	CARROT & CABBAGE	CUCUMBER SLICES
FRUIT/FRUIT JUICE	LEMONDADE	FRUIT SALAD	FRUIT DRINK	FRUIT PUNCH/	APPLE/ORANGE JUICE

## DAY 11

FOOD GROUP	DAY 11				
FOOD FROM ANIMALS	PELAU				
STAPLES					
VEGETABLES	MIXED VEGETABLES				
FRUIT/FRUIT JUICE	FRUIT PUNCH/FRUIT COCKTAIL				

## SUBSTITUTION LIST

### Day 1

MENU ITEM	SUBSTITUTION LIST	SUBSTITUTION ITEM
CORNBEEF		
MUFFIN		
CUCUMER AND TOMATO		
PINEAPPLE JUICE		

## SUBSTITUTION LIST

### Day 2

MENU ITEM	SUBSTITUTION LIST	SUBSTITUTION ITEM
BAKED CHICKEN		
RICE AND PEAS		
COLESLAW		
BANANA		
LEMONDADE		

## SUBSTITUTION LIST

### Day 3

MENU ITEM	SUBSTITUTION LIST	SUBSTITUTION ITEM
HAMBURGER		
POTATO WEDGES		
TOMAT & LETTUCE		

## SUBSTITUTION LIST

### Day 4

MENU ITEM	SUBSTITUTION LIST	SUBSTITUTION ITEM
FRANKFURTER		
HOTDOG BREAD		
RELISH		

## SUBSTITUTION LIST

### Day 5

MENU ITEM	SUBSTITUTION LIST	SUBSTITUTION ITEM
CURRIED CHICKEN		
WHITE RICE		
MASHED POTATO		
STEAMED MIXED VEGETABLES		
FRUIT PUNCH		

## SUBSTITUTION LIST

### Day 6

MENU ITEM	SUBSTITUTION LIST	SUBSTITUTION ITEM
CHICKEN BREAST		
PITA BREAD/ROTI SHELL		
CUCUMER AND TOMATO & LETTUCE		
LEMONDADE		

## SUBSTITUTION LIST

### Day 7

MENU ITEM	SUBSTITUTION LIST	SUBSTITUTION ITEM
CHICKEN		
SOUP		
FRUIT SALAD		

## SUBSTITUTION LIST

### Day 8

MENU ITEM	SUBSTITUTION LIST	SUBSTITUTION ITEM
SALAMI & PINEAPPLE PIZZA		
TOSS SALAD		
FRUIT DRINK		

## SUBSTITUTION LIST

### Day 9

MENU ITEM	SUBSTITUTION LIST	SUBSTITUTION ITEM
STEWED TURKEY WINGS		
MACARONI CHEESE		
CARROT & CABBAGE		
FRUIT PUNCH		

## SUBSTITUTION LIST

### Day 10

<b>MENU ITEM</b>	<b>SUBSTITUTION LIST</b>	<b>SUBSTITUTION ITEM</b>
TUNA		
SLICED BREAD		
CUCUMER		
APPLE JUICE		

## SUBSTITUTION LIST

### Day 11

<b>MENU ITEM</b>	<b>SUBSTITUTION LIST</b>	<b>SUBSTITUTION ITEM</b>
CHICKEN PELAU		
SAUTEED PUMPKIN		
FRUIT PUNCH		