



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

17 May 2017

Dear Sir/Madam

TENDER FOR THE SUPPLY OF TEXTBOOKS FOR THE PUBLIC SCHOOLS IN MONTSERRAT

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

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).

These should be placed in an inner envelope and addressed to: **The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat, MSR1110**. The name of the project should also be written on this inner envelope and should read, "**TENDER FOR THE SUPPLY OF TEXTBOOKS FOR THE PUBLIC SCHOOLS IN MONTSERRAT**". The name of the tenderer should also be written on the inner envelope.

The inner envelope should be placed in an outer envelope addressed to **The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat, MSR1110**. The name of the project should also be written on this outer envelope and should read, "**TENDER FOR THE SUPPLY OF TEXTBOOKS FOR THE PUBLIC SCHOOLS IN MONTSERRAT**". The outer envelope should bear no indication of the identity of the tenderer. Tenders are to be received no later than **12:00 noon on Wednesday 6 June 2018**. Please ensure that no additional marks are placed on the outer envelope.

Any queries clarifications relating to the tender should be made to; Dr Gregory Julius via email at Juliusg@gov.ms **no later than 12.00 midday on Wednesday 30th May 2018 .**

The supplier will be expected to supply the books no later than 31st July 2018.

Yours Sincerely



Colin H T Fergus
Permanent Secretary

TENDER FOR THE SUPPLY OF TEXTBOOKS FOR THE PUBLIC SCHOOLS IN MONTSERRAT.

BACKGROUND

For many years now the parents of children attending the Montserrat Secondary School have been asked to provide the textbooks for their children. As the number of subjects being offered at the school increases and as the cost of each textbook increase, the overall cost to parents have become quite burdensome.

The simple fact is that not all parents can afford the books and many have had to choose between buying books or buying health care. Children's access to quality education has become a function of the socio-economic status of families. The Ministry thinks this is unfair and affects adversely the life chances of children due to no fault of their own.

The Ministry therefore has determined that it will remove the burden from the parents and will absorb the cost of the textbooks.

Objective

To ensure equal access to quality education to all children regardless of the ability of parents to purchase that access. This is in alignment with United Nations Sustainable Development Goal 4 which states:

By 2030, ensure that all girls and boys complete free, equitable and quality primary and secondary education leading to relevant and Goal-4 effective learning outcomes

INSTRUCTIONS TO TENDERER

TENDER FOR THE SUPPLY OF TEXTBOOKS FOR THE PUBLIC SCHOOLS IN MONTSERRAT

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) The books to be procured are offered in 4 lots. Bidders are invited to bid on one or more lots. **All books must be delivered by July 31, 2018.**
- (4) Tenderers must complete the required information in the tables by Lots as indicated Each Lot is to be signed and submitted with the Tender. Failure to provide complete information required will render the bid for that Lot as non-compliant and be rejected.
- (5) Tenderers must submit a current Tax Compliance Certificate with their bid if their place of business is registered in Montserrat.
- (6) Please understand that except in cases where there is an exemption from tax, of which proof must be provided, residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a 20% Withholding Tax deduction from the gross amount.

Please consider your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms

- (7) 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 **12:00 noon Wednesday 6th June 2018**. The name of the project should also be written on this inner envelope and should read, **“TENDER FOR THE SUPPLY OF TEXTBOOKS FOR THE PUBLIC SCHOOLS IN MONTSERRAT”**.
- (8) 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 **12:00 noon Wednesday 6th June 2018**. The name of the project should also be written on this outer envelope and should read, **“TENDER FOR THE SUPPLY OF TEXTBOOKS FOR THE PUBLIC SCHOOLS IN MONTSERRAT”**.

No evidence of the bidders' name should be on this outer envelope. Please ensure that no additional marks are placed on the outer envelope.

- (9) All tenders will be arithmetically checked; any error found 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.
- (10) Any bid received after the deadline for submission of bids will be rejected.
- (11) Tenderers are not allowed to submit multiple or alternative tenders.
- (12) 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.
- (13) 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. For countries trading in United States currency, the acceptable exchange rate between US and XCD is 2.7169.

BOOKS TO BE SUPPLIED

The following books are to be supplied under this Tender in the quantities indicated below. Variations to the list will ONLY be contemplated if accompanied by a statement from the publisher justifying the variation prior to the awarding of a Tender.

The books which are to be procured are offered in 4 lots as shown below. Bidders are invited to tender a bid on one or more of the lots.

Bidders should insert the unit cost for each book title as well as the required totals in the appropriate spaces in the tables. Failure to complete these columns will result in the bid for the affected Lot being rendered non-compliant.

Lot A

SUBJECTS	BOOK TITLE	AUTHORS	PUBLISHERS	QUANTITIES	TENDERED UNIT COSTS	TOTAL TENDERED PRICE
ENGLISH A	English for Life Book 1	Cecil Gray	Nelson Harper Collins Oxford	7		
	English for Life Book 2	Cecil Gray	Nelson Harper Collins Oxford	75		
	English for Life Book 3	Cecil Gray	Nelson Oxford	33		
	A Comprehensive English Course Revised CXC English	Roy Narinesingh & Uriel Narinesingh	Roynards Educational Books	50		
	Over Our Way (New Edition)	Jean DCosta & Velma Pollard	Longman Caribbean	120		
	The Enchanted Island	Ian Serrailier	Heinemann	120		
ENGLISH B	A World of Poetry for CXC	Mark MC Watt & Hazel Simmons-McDonald	Heinemann	120		
	Harriet's Daughter	Marlene Nourbese Phillips	Heinemann	33		
	A Midsummer Night's Dream CXC	William Shakespeare	Pearson Longman	33		
	Harriet's Daughter A World of Poetry for CXC		Heinemann	35		
	Over Our Way (New Edition)		Longman Caribbean	75		
FRENCH	Tricolore 1	Sylvia Honnor & Heather Mascie-Taylor	Nelson Thornes	75		

SUBJECTS	BOOK TITLE	AUTHORS	PUBLISHERS	QUANTITIES	TENDERED UNIT COSTS	TOTAL TENDERED PRICE
	Tricolore 2	Sylvia Honnor & Heather Mascie-Taylor	Nelson Thornes	75		
	Tricolore Grammar in Action 1	Sylvie Honnor & Heather Mascie-Taylor	Nelson Thornes	75		
	Tricolore Grammar in Action 2	Sylvia Honnor & Heather Mascie-Taylor	Nelson Thornes	30		
	French Easy Learner's Dictionary		Collins ISBN 978-0-00-753096-0	30		
SPANISH	Que Hay ? Libro del Alumno 1	Christine Haylett et al	Nelson Thornes	75		
	Que Hay ? Libro del Alumno 2	Zena Moore & Christine Haylett et al	Harper Collins & Nelson Thornes	75		
	Que Hay ? Libro del Alumno 3	Christine Haylett et al	Nelson Thornes	75		
	Dime 1	Jeanette Allsopp	Macmillan	15		
	Dime 2	Jeanette Allsopp	Macmillan	15		
	Que Hay? Segunda Edicion Libro del Alumno Para CSEC	Christine Haylett et al	Nelson Thornes	50		
	Spanish Grammar for the Caribbean	Janis Winter & Salima Ramchautar	Charran Publishing House	50		
	Essential Revision Exercises for CXC Spanish	Janis Winter & Salima Ramchautar	Charran Publishing House	50		
	Spanish Easy Learner's Dictionary		Collins ISBN 978-0-00-753094-6	60		

If I am awarded a contract to supply the books in this Lot and also for any other Lot I will offer this Lot at \$..... which represents a.....% discount.

_____ (Name)

_____ (Authorized Signature)

on behalf of _____ (Name of Company)

Lot B

SUBJECTS	BOOK TITLE	AUTHORS	PUBLISHERS	QUANTITIES	TENDERED UNIT COST	TOTAL TENDERED COSTS
Mathematics	Oxford Mathematics for the Caribbean Book 1 (fifth Edition)	Goldberg, Nicholas	Oxford	150		
	Oxford Mathematics for the Caribbean Book 2 (fifth Edition)	Goldberg, Nicholas	Oxford	84		
	Mathematics- A complete course Volume (1)	Raymond Tolsie	Caribbean Educational	80		
	Mathematics- A complete course Volume (2)	Raymond Tolsie	Caribbean Educational	80		
	CCSLC Mathematics Book 1	Bennets, Bynoe & Singh,A Bourne,K. Francis Forrest et al	Nelson Thorne	20		
	CCSLC Mathematics Book 2	Bennets, Bynoe & Singh A Bourne,K. Francis Forrest et al	Nelson Thorne	20		
Physics	Physics for CSEC	John Avison David Henry D. Neeranjan	Nelson Thornes	37		
INTEGRATED SCIENCE	Integrated Science for the Caribbean (Book 1)	Gene Samuel & Derek McMonagle	Collins	60		
	Integrated Science for the Caribbean (Book 2)	Gene Samuel & Derek McMonagle	Collins	60		
Chemistry	A Concise Revision Course for CXC	Anne Tindale	S. Thornes	33		
	Chemistry for CXC	Mohammed & Lambert	Heinemann	15		
Biology	CXC Biology 4 th Edition	Louis Chinery , Joyce Glasgow,	Cambridge	50		

SUBJECTS	BOOK TITLE	AUTHORS	PUBLISHERS	QUANTITIES	TENDERED UNIT COST	TOTAL TENDERED COSTS
		Mary Jones & Geoff Jones				
	CXC Biology 4 th Edition	Louis Chinery , Joyce Glasgow, Mary Jones & Geoff Jones	Cambridge	50		
AGRICULTURAL SCIENCE	Agricultural Science for the Caribbean Book 1	Ralph Persaud	Nelson	24		
	Agricultural Science for the Caribbean Book 2	Ralph Persaud	Nelson	24		
	Agriculture for CSEC. Revision Course (New Edition)	Sahadeo Ragoonanan	Caribbean Educational Publishers (CEP)	20		
Primary	Bright Ideas Level K	David and Penny Glover	MACMILLAN	30		
	Bright Ideas Student's Book with CD Level 1	David and Penny Glover	MACMILLAN	18		
	Bright Ideas Student's Book with CD Level 2	David and Penny Glover	MACMILLAN	22		
	Bright Ideas Student's Book with CD Level 3	David and Penny Glover	MACMILLAN	33		
	Bright Ideas Student's Book with CD Level 4	David and Penny Glover	MACMILLAN	37		
	Bright Ideas Student's Book with CD Level 5	David and Penny Glover	MACMILLAN	24		
	Bright Ideas Student's Book with CD Level 6	David and Penny Glover	MACMILLAN	20		
	Bright Ideas Work Book Level K	David and Penny Glover	MACMILLAN	30		
	Bright Ideas Work Book Level 1	David and Penny Glover	MACMILLAN	18		

SUBJECTS	BOOK TITLE	AUTHORS	PUBLISHERS	QUANTITIES	TENDERED UNIT COST	TOTAL TENDERED COSTS
	Bright Ideas Work Book Level 2	David and Penny Glover	MACMILLAN	22		
	Bright Ideas Work Book Level 3	David and Penny Glover	MACMILLAN	33		
	Bright Ideas Work Book Level 4	David and Penny Glover	MACMILLAN	37		
	Bright Ideas Work Book Level 5	David and Penny Glover	MACMILLAN	48		
	Bright Ideas Work Book Level 6	David and Penny Glover	MACMILLAN	39		
	Mission Science Student's Book 5	Terry Hudson and Deborah Roberts	Macmillan education	26		
	Mission Science Work Book 5	Terry Hudson and Deborah Roberts	Macmillan education	26		
	Mission Science Student's Book 6	Terry Hudson and Deborah Roberts	Macmillan education	25		
	Mission Science Work Book 6	Terry Hudson and Deborah Roberts	Macmillan education	25		
	Mission Science Teachers Guide level 5	Terry Hudson and Deborah Roberts	Macmillan education	5		
	Mission Science Teacher's Guide Level 6	Terry Hudson and Deborah Roberts	Macmillan education	5		

If I am awarded a contract to supply the books in this Lot and also for any other Lot I will offer this Lot at which represents% discount.

_____ (Name)

_____ (Authorized Signature)

on behalf of _____ (Name of Company)

Lot C

SUBJECTS	BOOK TITLE	AUTHORS	Publishers	QUANTITIES	TENDERED UNIT COSTS	TOTAL TENDERED COST
Geography	Introducing Geography A Caribbean Focus	Jennifer O'Wullivan-Sirjue, Vincent George, Darcy Wright	Carlong Publishers 2004	60		
	Skills in Geography in Secondary School	V A Rahill	Caribbean Educational Publishers	60		
History	Caribbean People Book 1	Lennox Honeychurch	Nelson Caribbean	56		
	Caribbean People Book 2	Lennox Honeychurch	Nelson Caribbean	56		
	Emancipation to Emigration 3 rd Edition	Brian Dyde, Robert Greenwood	Macmillan Caribbean	33		
	Amerindians to Africans 3 rd Edition	Shirley Hamber Brian Dyde and Robert Greenwood	Macmillan Caribbean	33		
Social Studies	Social Studies for the Caribbean CXC Core (Revised Edition)	Baddoe et al	Heinemann	50		
	Modules in Social Studies	Ramsawak Ram	Caribbean Educational Publishers	50		
PHYSICAL EDUCATION	P.E to 16 for the Caribbean	Sally Fountain Linda Goodwin	Isbn 976-648-190-2 Cambridge	40		
EDPM	Electronic Document Preparation & Management for CSEC	Howard Cambell Oliver Bogle-Graham	Macmillan	40		
ICT	Information Technology for CSEC Examination – 3 rd Edition	Kevin & Kyle Skeete	Cambridge	138		
OFFICE ADMINISTRATION	Longman Office Administration for CSEC 2 nd Edition	S Finisterre J Reid et al	Pearson	35		
PRINCIPLES OF BUSINESS	Principles of Business for CSEC with SBA Guide & Exercises	Karlene Robinson & Sybile Hamil	Carlong Publishers	35		
PRINCIPLES OF ACCOUNTS	Principles of Accounts for the Caribbean(5 th Edition)	Frank Wood & Sheila Roberts	Longman	32		

SUBJECTS	BOOK TITLE	AUTHORS	Publishers	QUANTITIES	TENDERED UNIT COSTS	TOTAL TENDERED COST
Primary	Language Tree Reading Scheme KA Reader	Leonie Bennett	Macmillan	30		
	Language Tree Reading Scheme KB Reader	Leonie Bennett	Macmillan	30		
	Language Tree Reading Scheme 1A Reader	Leonie Bennett	Macmillan	30		
	Language Tree Reading Scheme 1B Reader	Leonie Bennett	Macmillan	30		
	Language Tree Reading Scheme KA work book	Leonie Bennett	Macmillan	30		
	Language Tree Reading Scheme KB work book	Leonie Bennett	Macmillan	30		
	Language Tree Reading Scheme 1A work book	Leonie Bennett	Macmillan	30		
	Language Tree Reading Scheme 1B work book	Leonie Bennett	Macmillan	30		

If I am awarded a contract to supply the books in this Lot and also for any other Lot I will offer this Lot at which represents% discount.

_____ (Name)

_____ (Authorized Signature)

on behalf of _____ (Name of Company)

Lot D

SUBJECTS	BOOK TITLE	AUTHORS	Publishers	QUANTITIES	TENDERED UNIT COSTS	TENDERED TOTAL COST
BUILDING CONSTRUCTION	Building Construction Principles & Practices Motivate series	D Walton	Macmillan	10		
	Wood work Technology Motivate Series	D Walton	Macmillan	10		
Electricity	Basic Electricity & Electronics	M.Halls	Educational Publishers	20		
	Electrical Installation Principles and Practice	J.Hyde	Macmillan	20		
FOOD & NUTRITION	Caribbean Home Economics in Action Book 1 (New Edition)	Caribbean Association of Home Economics	Heinemann	45		
	Caribbean Home Economics in Action Book 2 (New Edition)	Caribbean Association of Home Economics	Heinemann	45		
	Caribbean Home Economics in Action Book 3 (New Edition)	Caribbean Association of Home Economics	Heinemann	45		
	Caribbean Food & Nutrition for CSEC	Anita Tull & Anita Coward		25		
Technical Drawing	Geometrical & Engineering Drawing	Morling	Arnold	15		
	Technical Drawing for GCE and CSEC	J Green	Collins Educational	15		
Primary	Language Tree Student's Book K 2nd ed (New Edition)	Leonie Bennett and Julia Sander	Macmillan Education	30		
	Language Tree Students Book 1	Leonie Bennett and Julia Sander	Macmillan Education	18		
	Language Tree Students Book 2	Leonie Bennett and Julia Sander	Macmillan Education	22		
	Language Tree Students Book 3	Leonie Bennett and Julia Sander	Macmillan Education	33		

SUBJECTS	BOOK TITLE	AUTHORS	Publishers	QUANTITIES	TENDERED UNIT COSTS	TENDERED TOTAL COST
	Language Tree Students Book 4	Leonie Bennett and Julia Sander	Macmillan Education	37		
	Language Tree Students Book 5	Leonie Bennett and Julia Sander	Macmillan Education	48		
	Language Tree Students Book 6	Leonie Bennett and Julia Sander	Macmillan Education	39		
	Bright Sparks Work Book K	Laurie Sealy and Sandra Moore	Macmillan Education	30		
	Bright Sparks Work Book 1	Laurie Sealy and Sandra Moore	Macmillan Education	18		
	Bright Sparks Work Book 2	Laurie Sealy and Sandra Moore	Macmillan Education	22		
	Bright Sparks Work Book 3	Laurie Sealy and Sandra Moore	Macmillan Education	33		
	Bright Sparks Work Book 4	Laurie Sealy and Sandra Moore	Macmillan Education	37		
	Bright Sparks Work Book 5	Laurie Sealy and Sandra Moore	Macmillan Education	48		
	Bright Sparks Work Book 6	Laurie Sealy and Sandra Moore	Macmillan Education	39		

If I am awarded a contract to supply the books in this Lot and also for any other Lot I will offer this Lot at which represents% discount.

_____ (Name)

_____ (Authorized Signature)

on behalf of _____ (Name of Company)

EVALUATION OF TENDERS

The evaluation will assume a two-stage process:

1. **Administrative compliance:**

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

- Was the bid received before the published deadline?
- Was the bid packaged as instructed in the 'invitation to tender' and the 'instructions to tender'?
- Were all of the required documents completed and 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 may be rendered non-compliant and the entire submission may not be considered for further evaluation.

2. **Cost**

The recommended awardee for each Lot will be the lowest tender for that Lot before any discount which is offered is considered. Any discount which is offered on any Lot will only be considered in the event that there is a tie in the full price which is tendered for any Lot.

Arithmetic checks will be made before a decision is made on any Lot and bidders may be asked to provide clarification bids where mathematical errors are identified.

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 will result in the bid being considered noncompliant and rejected:

1. 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.
2. Tax/Social Security compliance certificate (if locally based)
3. Signed Anti-Collusion Statement
4. General Conditions of Contract
5. List of books in each Lot completely filled out and signed

.....
Signed by Tenderer

FORM OF TENDER

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

Dear Sir/Madam;

Re: TENDER FOR THE SUPPLY OF TEXTBOOKS FOR THE PUBLIC SCHOOLS IN MONTSERRAT

I/We the undersigned undertake to supply the books described herein in accordance with the Contract Agreement and as described in the captioned project outlined above and as provided in the tender documents. Where no bid is entered for a lot Government is to assume that I/we am/are not interested in tendering for that lot.

I/We understand that all books must be delivered by July 31st 2018.

In respect of Lot A, I/we tender EC\$_____ being the total cost for supplying all of the books in the lot;

In respect of Lot B, I/we tender EC\$_____ being the total cost for supplying all of the books in the lot;

In respect of Lot C, I/we tender EC\$_____ being the total cost for supplying all of the books in the lot;

In respect of Lot D, I/we tender EC\$_____ being the total cost for supplying all of the books in the lot.

If any of my/our tenders is accepted, I/We undertake to deliver the books within a period ofweeks from the date of the award of a contract but not later than July 31st 2018.

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.

I/We understand that except in cases where there is an exemption from tax, of which proof must be provided, residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a 20% Withholding Tax deduction from the gross amount.

I/We undertake to consider our tax obligations and liabilities to the Government of Montserrat.

Name.....
Signed.....
Name of firm (If Applicable)
Address.....
.....
Tel. #.....
Fax #.....
Email Address
Date.....

GOVERNMENT OF MONTSERRAT (GOM)

**GENERAL CONTRACT CONDITIONS FOR THE SUPPLY OF TEXTBOOKS FOR THE
PUBLIC SCHOOLS IN MONTSERRAT**

This Agreement is made the..... day of..... **2018** 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 including all specifications and Terms of Reference; and in which, inter alia, the Tender instructions, 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 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 **Supplier’s** 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 price per Lot 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 supply Text Books for Public Schools in Montserrat 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 Supplier not deliver the Lot (s) of Text Books 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 Supplies 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 10 days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier, otherwise 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 20 working days after receipt of an original invoice in respect of such fee the Supplier may give notice to the **GOM** requiring the **GOM** to pay such fee or part thereof and if the **GOM** shall fail to comply with such notice, the Supplier may terminate or suspend this Contract immediately. Nothing stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.
- 4.4 Any payment made after the due date for payment shall attract interest at a rate of 2 per centum

5 INDEMNITY AND INSURANCE

- 5.1 Subject to clause 5.2 and without prejudice to its liability for breach of any of its obligations under the Contract, the Supplier shall be liable for and shall indemnify the **GOM** against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of: -
 - 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
 - 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of

the Contract by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.

- 5.3 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 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 Supplier to pay having regard to the Supplier'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 Supplier'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-service 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. 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.

- 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 10.1.1 to 10.1.7 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 GoM to the Supplier, the Supplier 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 entitles a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the **GOM** may without prejudice to any accrued rights or remedies under this Contract, terminate the Contract by giving notice in writing.
- 10.2 If the Contract is terminated as provided in this condition then the **GOM** shall: -
- 10.2.1 Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;
 - 10.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;
 - 10.2.3 Be entitled to deduct any losses to the **GOM** resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the **GOM** to the Supplier as a debt). Such loss shall include the reasonable cost to the **GOM** of the time spent by the **GOM** in terminating of the Contract as aforesaid have been due to the Supplier.

11. WAIVER

- 11.1 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

12. COMPLETE CONTRACT

- 12.1 This 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 Supplier, to:

Name _____
Designation _____
Address _____
Tel: No _____
Fax _____
Email _____

A. if to the GOM, to:

Name: Colin H T Fergus
Permanent Secretary
The Ministry of Education Youth Affairs and Sports
E. Karney Osborne Building
Little Bay
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. SUPPLIER

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. GOM

Name:

Designation:

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:

- (a) 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.

- (b) 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 organization 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 anybody 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.....2018

Duly Authorized to Sign Tenders and Acknowledge the Contents of the Anti-Collusion Certificate
for and On Behalf of:

Name.....

Firm.....

Full Postal Address.....

Email Address.....

Telephone No.....

Fax No