



## 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  
**Ref:** MEYA&S/E/C/117

9<sup>th</sup> November 2018

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Dear Sir/Madam,

### **Invitation to Tender (ITT) for the Supply of a Diesel Engine Driven Electric Generating Alternator for the MSS/MCC**

Potential bidders are invited to tender for the for the supply of a Diesel Engine Driven Electric Generating Alternator for the shared use by the Montserrat Secondary School (MSS) and the Montserrat Community College (MCC).

The Invitation to Tender (ITT) can be downloaded from the Two (2) websites

- Electronic Tender packs can be downloaded at <http://www.mytenders.org/>.
- Hard copies can be downloaded from the Government of Montserrat website at [www.gov.ms/tenders](http://www.gov.ms/tenders)

The ITT has the following suite of documents;

- (1) Invitation to Tender
- (2) Instructions to Bidders
- (3) Form of Tender
- (4) Product Specification
- (5) Evaluation Criteria
- (6) General Conditions of Contract
- (7) Respondent's Identification and Details
- (8) Anti-Collusion Statement
- (9) Tender checklist
- (10) Contract Performance

**Tenders must be submitted no later than 28<sup>th</sup> November 2018, 12:00 midday.**

The deadline for clarifications and queries is no later than **Monday 19<sup>th</sup> November 2018**. You can submit clarifications through myTenders portal or via email to the Director of Education at [Juliusg@gov.ms](mailto:Juliusg@gov.ms) and copied to Ms. Harjinder Jutle, Procurement Officer at [jutleH@gov.ms](mailto:jutleH@gov.ms). Queries received after the deadline will not be accommodated. **Tender opening will be at 2.00pm on the 28<sup>th</sup> November 2018.**

Please ensure that you read Instructions to Bidders before submitting your Tender.

Yours faithfully,

  
.....  
Colin H/T Fergus  
Permanent Secretary

## **Instructions to Bidders**

Please read Instructions to Bidders before completing and submitting Tenders.

### **Submitting a Tender (Bid)**

There are two options for submitting a Tender

Electronic Tender submissions can be downloaded and submitted via myTenders Portal at <http://www.mytenders.org>. If you are intending to make an electronic submission, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

Hard Copies (paper copy) can also be downloaded from the Government of Montserrat website at <http://www.gov.ms/Tenders>. Tender submissions can be submitted by hand. Please follow the instructions set out below;

### **Submitting a hard copy of your Tender**

1. You will need two plain envelopes for the Tender submission
2. You must follow these instructions, failure to do so may result in the bid being non-compliant and not considered any further.

#### Envelope 1.

Follow the steps written below:

1. Write the name of the bidder (Bidders, Supplier) on this envelope
2. Write the name of the project and the address on the envelope as written below;

#### **Supplier Name (Your Company Name)**

**Tender for the Supply of a Diesel Engine Driven Electric Generating Alternator for the MSS/MCC**

**Chairman, Public Procurement Board**

**Ministry of Finance and Economic Management**

**Brades, Montserrat**

3. Now put this envelope into a larger plain envelope (Envelope

#### 2.) Envelope 2.

4. Place Envelope 1 inside larger envelope (Envelope 2), seal the envelope and then write the Project Title and address below:

**Tender for the Supply of a Diesel Engine Driven Electric Generating Alternator for the MSS/MCC**

**Chairman, Public Procurement Board**

**Ministry of Finance and Economic Management**

**Brades, Montserrat**

**\*NB: Envelope 2 must not have the Bidders name on it or any other markings.** Tenders are to be delivered to the address above and Bidders will be given a receipt:

## 1.0 INVITATION TO TENDER

**Notice Type:** Open Tender Public Procurement Board

### 1. Contracting Authority's Details

Ministry of Education E Karney Osborne Building, Little Bay Montserrat.	
<b>For the attention of: Chairman Public Procurement Board Ministry of Finance and Economic Management Brades, Montserrat</b>	<b>Tel. No.: 664-491-2541/2542</b>
<b>E-Mail Juliusg@gov.ms</b>	

- 1.2 Address from where the Tender documentation can be obtained** Government of Montserrat website follow link below;  
Hard copy: <http://www.gov.ms/ITTs>

Electronic Tender packs can be downloaded and submitted via the myTenders Portal at <http://www.mytenders.org> . If you are intending to make an electronic submission to this Tender, please register your interest on myTenders portal at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

- 1.3 Hard copy, Tenders must be submitted to:**

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

## 2. Contract Details

**2.1 Tender for the Supply of a Diesel Engine Driven Electric Generating Alternator for the MSS/MCC**

### 3. ITT Timetable

The timetable may be subject to change and any changes will be notified to bidders as soon as it practicable.

Action	Dates
Issue Invitation to ITT Notice	9 <sup>th</sup> November 2018
Submissions of clarification Questions	19 <sup>th</sup> November 2018
Submission of ITTs	28 <sup>th</sup> November no later than 12.00pm midday.
Estimated Contract Award Date	December 2018

**NB: All questions/clarifications must be sent in writing by email to;**

**Email; [Juliusg@gov.ms](mailto:Juliusg@gov.ms) and copied to [Jutleh@gov.ms](mailto:Jutleh@gov.ms)**

**Please note that all questions and answers will be issued to all Bidders that register their interest.**

#### **Guidance and Instructions**

1. The Government of Montserrat General Conditions of Contract will be adopted for this contract.
2. Bidders must complete the Form of Tender, Document Check List Within this ITT. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
3. The Bidders must submit a Tax Compliance Certificate from Inland Revenue along with their submission
4. All works undertaken will be the subject of taxation in accordance with the current legislation. 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 take into consideration 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](mailto:irev@gov.ms).
5. The Government of Montserrat is not bound to accepting the lowest Bidders and has the right to accept and reject any Tender offers.
6. Bidders are not allowed to submit alternative bids

7. All submissions will be arithmetically checked; any errors will be brought to the Bidders 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. The most economically advantageous Tender will be established by weighing technical quality against price on an 80/20 basis. This means that 80% of the weighting would be allocated to the Tender Price submitted with the remaining 20% being allocated to technical competence of the potential bidders.
9. Bidders must provide the Government of Montserrat with all user manuals and other operating instructions, which are supplied with the equipment. All manuals must be written in English.
10. The currency to be used in the completion of this document is **Eastern Caribbean Dollars (EC\$)**

### **Scope of Work**

The Ministry of Education, Youth Affairs & Sports is seeking bids from businesses and individuals to provide proposals to supply a Diesel Engine Driven Electric Generating Alternator for use by the Montserrat Secondary School and the Montserrat Community College. The equipment must conform to the detailed specifications description provided in this ITT. Respondents are required to complete the enclosed Bill of Quantities taking into account the following considerations:

(a) Condition of Equipment

- a. The equipment to be supplied must be in new condition.

(b) Provision of Equipment

Cost associated with acquiring the specified equipment should be inclusive of shipping costs with adequate insurance coverage to Port Little Bay, Montserrat. The tenderer must allow for all Wharf age Dues, Package Tax, Importer's Licenses (where applicable), Stamp Duties, and charges that may be required.

(c) Documentation

- i. Provision of all documents pertaining to the equipment, which form part of this tender to include, but not limited to, operation manuals, and warranty details. All manuals are to be written in English or an English translation should be provided.

(d) Transportation from Port Little Bay to Premises of the Montserrat Secondary School

- i. Cost associated with the loading, un-loading and transportation of equipment from Port Little Bay to Montserrat Secondary School premises in Salem will be covered within this agreement.

(e) Delivery Duty Paid

- i. Cost associated with securing release of the equipment from Montserrat Customs and Montserrat Port Authority will be covered by the Government of Montserrat.

### 3.0 FORM OF TENDER

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

Dear Sir/Madam,

#### **Tender for the Supply of a Diesel Engine Driven Electric Generating Alternator**

I/We the undersigned undertake to supply and deliver the products as outlined in the above captioned project in accordance with the general conditions of contract and product specification as provided in the tender documents.

**Diesel Engine Driven Electric Generating Alternator**

For the sum of: EC\$ \_\_\_\_\_

*(Words)*

\_\_\_\_\_

\_\_\_\_\_

**ATS Automatic Transfer Switch**

For the sum of: EC\$ \_\_\_\_\_

*(Words)*

\_\_\_\_\_

\_\_\_\_\_

**Total bid amount: EC\$ \_\_\_\_\_**

*(Words)*

\_\_\_\_\_

\_\_\_\_\_

**Please note the applicable exchange rate from US\$ to XCD is 2.7169**

If my/our tender is accepted, I/We undertake to complete the sourcing and delivery of the goods within \_\_\_\_\_ **weeks** from the date of receipt by me/us of the official award of contract. I/We understand that I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender. I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this tender.

Name: .....

Signed: .....

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

Address: .....

.....

Tel No: .....

Fax No: .....

Email: .....

Date: .....



## 4.0 PRODUCT SPECIFICATIONS

### General

#### **The specification covers a Diesel Engine Driven electric generating alternator**

- 1) Voltage 400/230 V ac
- 2) Three (3) phase, 4 wire
- 3) Frequency, 60 Hz
- 4) Speed 1800 rpm
- 5) Continuous output rating 75 kVA
- 6) Power factor 0.8
- 7) Weather proof canopy outdoor unit.

### Engine

- 1) 1800 rpm, industrial type water cooled, in line arrangement, direct injection, 4 stroke and anticlockwise rotation oil protection and water temperature protection.
- 2) Oil and temperature analogue readers- sensor (VDO) type

### Alternator

- 1) The alternator shall be the brushless type, class H, three phase four wire, star connected rotating field self-excited.
- 2) Overload protection should be able to handle 300% or more the rated power of the alternator for a least 10 seconds.

### **ATS Automatic transfer switch**

- 1) The ATS shall be to control the operation and the protection of two sources and the load. The source is one main power and the other standby generator power.
- 2) The ATS shall have at least two modes of operation
  - a. Auto operation starting and / or loading
  - b. Manual operation for starting and loading the sources.
- 3) The ATS shall be sized to carry the load of the secondary school.
- 4) Current Rating: 125 amp per phase
- 5) Voltage rating: 400 volts three phase
- 6) **The ATS shall be fixed in a metal weather-proof enclosure**

## 5.0 EVALUATION OF TENDER

### **Evaluation Criteria**

The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that bids would be deemed non-compliant.

#### **Administrative Compliance (Pass/Fail)**

Tenderers must submit all the documents requested in the tender document. The tender checklist provides a list of requirements which need to be fulfilled. All Tenderers are required to fully complete the Form of Tender. A valid Tax Compliance Certificate must be submitted with each submission. Tenderers must sign and date the Anti-Collusion statement.

The submissions must fully meet all of the requirements as set out in the Invitation to Tender Instructions.

Where **all** the above requirements have been fulfilled then the tenderer would advance to the next stage of the evaluation. If any of the above mentioned items are not submitted, then the tender would be deemed non-compliant and the submission rejected.

#### **Second Stage Evaluation Criteria**

<b>Criteria Description</b>	<b>Weight (%)</b>
Administrative Compliance	Pass/Fail
Price	50
Availability (Delivery Time)	25
Adherence to Specification	25

#### **Cost (50%)**

Tenderers must complete the Form of Tender and return it with their tender submission. The tendered price is a significant factor and the Government of Montserrat will seek to ensure that the products are supplied at the most economically advantageous price. 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.

### **Delivery Time (25%)**

A higher than normal weighting has been given to delivery schedule, so that preference can be given to those suppliers that can supply the equipment into Montserrat at the earliest time. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

### **Specification (25%)**

Adherence to technical specification is paramount. The MEYAS is particular that the stated specification is received from the supplier. Under no circumstance will the MEYAS accept equipment different in quality than those stated in the specifications.

Marks will be awarded depending on the degree of compliance with the technical specifications as compared with the other tenders.

**Tenders must achieve a minimum overall score of 65% to be considered for award of contract.** Tenderers that fail to meet the above qualifying score will be rejected and not considered for award of contract.

## 6.0 GOVERNMENT OF MONTSERRAT (GOM)

### GENERAL CONDITIONS OF CONTRACT

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 which are described and attached hereto to include the ITT instructions, scope of works and other documents which may be incorporated or referred to herein;

**The contracting authority** means the Government of Montserrat **GOM**.

**The Supplier**” means the company/ companies/ individuals that have responsibility for carrying out the requirements of the contract.

**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 supply and delivery of ALL equipment listed in the Bill of quantities** 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 and delivery of equipment as per model number and description provided in the Bill of quantities**, details of which have been provided in this ITT document.

## 2. VARIATIONS OF CONDITIONS

The supply and delivery of **the Portable ICU Ventilation and Respiratory Monitoring System** 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 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 14 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.

## 5. INDEMNITY AND INSURANCE

- 5.1 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.
- 5.2 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 three (3) times the fee payable under this Contract or
  - b) 300,000.00 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 that 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;
- 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 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 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:

Colin Fergus  
Permanent Secretary  
Ministry of Education, Youth Affairs and Sports  
E Karney Building  
Brades  
Montserrat  
Tel: (664) 491-2880  
Fax: (664) 491-3131  
Email: Fergusc@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 mutual agreement within 14 days. If unsuccessful, 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.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

**7.0 RESPONDENT'S IDENTIFICATION / DETAILS**

<b>A</b>	<b>PERSONAL INFORMATION</b>
<p>COMPANY NAME----- REGISTRATION NUMBER -----          -</p> <p>COMPANY ADDRESS-----          -----</p> <p>CONTACT PERSON----- POSITION-----</p> <p>TELEPHONE NUMBER- ----- FAX NUMBER----- WEBSITE-----          -</p> <p>EMAIL ADDRESS:-----</p>	

<b>B</b>	<b>QUESTIONNAIRE</b>		
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 within your entity?		(1-5)
			(6-10)
			(11-15)

		(16 & Over)
4	How many similar contracts has your entity successfully completed in the last 2 years?	(1-3)
		(4-6)
		(7-9)
		(10 & Over)
6	What is the highest sum of any of the contracts completed in the last 2 years?	(50-100)K
		(101-200)K
		(201-400)K
		Over 400K
7	Has your entity failed to complete a contract for a public or private entity?	YES
		NO

**(TICK WHERE APPLICABLE ABOVE)**

C	SIGNATURE
<p>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.</p> <p>-----</p> <p>Signature of Company Representative                      Company Name/Stamp</p> <p>-----</p> <p><i>Date</i></p>	

**8.0 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.....2018

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 .....

## 9.0 TENDER DOCUMENT CHECKLIST

### Tender for the Supply of a Diesel Engine Driven Electric Generating Alternator for the MSS/MCC

Below are the following documents that are to be provided for a Tender to be compliant. All Tenderers and or their representatives are asked to supply and tick off the following information. Failure to provide any of the stated documents will result in the Tender being considered non-compliant and be rejected.

#### **The following must be returned with your tender:**

- (1) Completed and Signed Form of Tender. The Form of Tender document shall be signed by a person legally authorised to bind the firm to a contract.
- (2) The complete tender sum should be clearly written and included in the form of tender, along with the completion period;
- (3) Valid Tax Social Security Compliance Certificate (if locally based)
- (4) Signed Anti-Collusion Statement
- (5) Cost Proposal

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Signed on behalf of Contractor

.....

Date



Government of Montserrat

**CONTRACT PERFORMANCE REPORT**

GoM Contract Ref	Start Date	Contractual Completion Date			
Service/Item Code	Contractor & VDB No (if known)				
Delivery Point	Project & Contract Title				
Original Contract Value	Original Programme (weeks)	Actual Completion Date:			
Completion Value (if agreed)	Final Programme (weeks)	Would you use them again? Yes / No			
Any problems with performance or advance payment		Yes / No			
Comments	CP score √ as	5 - good	4 - good	3 - poor	2 poor   1 awful
Organization					
Quality					
Personnel					
Environment					
Safety					
Commercial					
Manufacturing					
Technical					
Time					
Additional information (if necessary amplifying comments, eg why would you use them again if they had scored poorly, were delays/increases in cost the fault of the supplier):					

Signed (Project Officer)	Date: