

# **Little Bay Port Development Project**

**Tender for Provision of Land Valuation Consultant**

**April 2019**



**MINISTRY OF COMMUNICATIONS, WORKS &  
LABOUR**

**P O BOX 344, BRADES, MONTSERRAT, W I**

◆ Tel: (664) 491-2521/2522 ◆ Fax: (664) 491-6659 ◆ E-mail: [mew@gov.ms](mailto:mew@gov.ms)

23<sup>rd</sup> April, 2019

Dear Sir/Madam,

**Re: Tender for Provision of Land Valuation Consultant for the Little Bay Port Development Project**

You are invited to submit a Tender for the above named project. Tender documents can be accessed by visiting the website below;

- **Copies can be downloaded from the Government of Montserrat website at** <http://www.gov.ms/tenders/>

**The tender dossier consists of the following documents;**

1. Invitation to Tender
2. Guidance Notes Bidder
3. Document Check List
4. Form of Tender
5. Terms of Reference – Service Requirements
6. Evaluation Criteria
7. Form of Agreement
8. Anti-Collusion Statement

**Please read Instructions to Tenderers before completing and submitting tenders, failure to do so increases the possibility of bids submitted which are not fully responsive to the project requirements and therefore subjected to rejection.**

Any queries clarifications relating to the tender should be made to; Mr. Dion Weekes, Project Coordinator, Little Bay Port Development Project, at [weekesd@gov.ms](mailto:weekesd@gov.ms) no later than 4:00pm on **10<sup>th</sup> May 2019**.

**Tenders are to be received no later than 2:00 (EST) on 15<sup>th</sup> May 2019.**

**Tender Opening will be at 2.00pm (EST) on Wednesday 15<sup>th</sup> May 2019.**

Yours Sincerely,

**Beverley Mendes**  
Permanent Secretary  
Ministry of Communications, Works and Labour

## Instructions to Tenderers

### Submitting a Tender (Bid)

There is one option for submitting a tender

- **Hard copies can be submitted by hand – Please follow the instructions set out below;**

### Submitting a hard copy of your tender

You will need two plain envelopes for the Tender submission

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 (Tenderer, 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 Provision of Valuation Consultant for the Little Bay Port Development Project  
Chairperson, Departmental Tender Committee  
Ministry of Communications Works and Labour  
P.O. Box 344, Brades, Montserrat, MSR1110**

3. Now put this envelope into another plain envelope (Envelope 2.)

#### Envelope 2

Continue following the steps below:

4. Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for Tender return.;

\*NB: Envelope 2 must not have the Bidders name on it or any other markings.

#### **Tender for Provision of Valuation Consultant for the Little Bay Port Development Project**

**Chairperson, Departmental Tender Committee  
Ministry of Communications Works and Labour  
P.O. Box 344, Brades, Montserrat, MSR1110**

Tenders are to be delivered to the address above. Tenderers will be given a receipt.

## Guidance Notes Bidders

1. The Montserrat General Conditions of Contract will be adopted for this contract.
2. Bidders must submit the documents listed within the **Bid Document Checklist**. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
3. The bidder must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents. In the case of a sole trader, the tax compliance certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the tax compliance certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company". It is therefore incumbent on the bidder to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Tenders received with improper tax compliance certificates would be rejected. (This is only applicable for persons and/or companies locally based.)
4. **Tax**-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. Tenderers are to provide all documents or information requested as part of the Tender Evaluation.
6. All bids will be arithmetically checked; any errors will be brought to the bidder's attention. The fee rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
7. Bidders are not allowed to submit alternative tenders.
8. The Employer is not bound to accept the lowest Bidder and has the right to accept and reject any bid offers.

## **INVITATION TO TENDER**

**Notice Type: Department Tender Committee**

### **1. Contracting Authority's Details**

#### **1.1 Name and Address**

<b>Official Name: Ministry of Communication, Works &amp; Labour</b>	
<b>Postal Address:</b> P.O. Box 344, Brades, Montserrat, W1	
<b>For the attention of:</b> Mr. Dion Weekes, Project Coordinator, Port Development Project	<b>Tel. No.:</b> 1 664 4912521/2522 <b>Fax No:</b> 1 664 4916659
<b>E-Mail:</b> <a href="mailto:weekesd@gov.ms">weekesd@gov.ms</a>	

#### **1.2 Address from where the Tender documentation can be obtained**

Government of Montserrat website follow link below;

<http://www.gov.ms/tenders>

#### **1.3 Address to where hard copy Tenders must be sent**

For the Attention of;  
Chairperson  
Departmental Tender Committee  
Ministry of Communications, Works and Labour  
P.O. Box 292, Brades, Montserrat, MSR1110

### **2. Contract Details**

#### **2.1 Title: Tender Provision of Valuation Consultant for the Little Bay Port Development Project**

### 3. Tender 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 Tender Notice	24 April 2019
Submissions of clarification Questions	10 May 2019 no later than 4.00pm (EST)
Submission of Tenders	15 May 2019 no later than 2.00pm (EST)
Estimated Contract Award Date	May 2019
Estimated project commencement date	May 2019

**NB: All questions/clarifications must be sent in writing by email to;**  
Mr. Dion Weekes: **Email;** [weekesd@gov.ms](mailto:weekesd@gov.ms)

**Ministry of Communications, Works and Labour**

**Bid Document Checklist**

Project Title: *Provision of Surveying Services for the Little Bay Port Development Project*

Date scheme advertised: **Wednesday 24<sup>th</sup> April 2019**

Tender Deadline Date: **Wednesday 15<sup>th</sup> May 2019**

Tender Deadline Time: **2:00pm (EST)**

Below are the following documents that should be provided for a contractor's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered non-compliant and rejected.

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

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

Details of Academic and Professional Qualifications (Provide Evidence)

Curriculum Vitae or Company Profile Specific to Valuations undertaken in Montserrat  
(Provide Evidence)

Tax Compliance Certificate (*See Guidance Notes to Bidders #3*)

Signed Anti-Collusion Statement

Evidence of a minimum of 10 years experience as a Land Valuator

Details of at least 3 previous contracts completed within the  
past 5 years of a similar nature to the scope of works of this bid.

.....  
Signed on behalf of Tenderer

.....  
Date

**FORM OF TENDER**

The Chairperson  
Departmental Tender Committee  
Ministry of Communications Works and Labour  
Brades  
Montserrat

Dear Sir/Madam;

**Re: Tender for Provision of Land Valuation Consultant for the Little Bay Port Development Project**

I/We the undersigned undertake to construct and complete the above Works in accordance with the terms of reference for the sum of:  
EC\$

.....  
(words).....  
.....  
.....

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

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 Registered) .....

Address.....

.....

Tel. nr.....

Fax nr.....

Email Address .....

Date.....



## **TERMS OF REFERENCE – Service Requirements**

### **INDEPENDENT VALUATION CONSULTANT TO UNDERTAKING VALUATION OF LAND FOR LITTLE BAY PORT DEVELOPMENT PROJECT**

#### **Background**

Currently, Montserrat is unable to provide a safe harbour for cruise ships, ferries, yachts, cargo and fishing vessels in the absence of a breakwater, adequate jetty length and suitable water depth at the jetty along with other related facilities on land. The port infrastructure is currently one of priority projects that are deemed to be pivotal for Montserrat's revitalisation, economic recovery and sustainability.

The Government of Montserrat (GOM) applied to Caribbean Development Bank (CDB) for a grant to assist in financing a project for the development of the Port at Little Bay under the United Kingdom Caribbean Infrastructure Partnership Fund (UKCIF). The capital project proposed was initiated by the recommendations of a Specialist Port Engineering Advisory Appraisal Report funded by DFID UKCIF in 2016.

The expected outcome of the project is improved efficiency, effectiveness and resilience of the Port facilities to provide a safe harbour and accessibility to all users. The acquisition of lands adjacent to the existing port facilities at Little Bay is paramount to the implementation of this project. GoM has recognized the importance of having this transaction done in a timely manner and as such has opted to obtain the lands required under the Land Acquisition Act (Cap. 8.08). Under the Act the Authorized Officer is expected to proceed to enter into negotiations (or further negotiations) for the purchase of the land. Additionally, it must be noted that in any acquisition, there are guidelines which must be adhered to in assessing compensation.

As a result, there is need to appoint an Independent Valuation Consultant for conducting this valuation of the area of land to be acquired. These ToR seek to set the stage for the engagement for such a person to carry out the duties of Valuation Consultant on behalf of GoM for the acquisition of lands required for the Montserrat Port Development Project.

#### **Objective**

The main objective is to provide specialist technical advice and services in the assessment of compensation of lands to be acquired, namely part of Block 15/5 Parcel 3 – Rendezvous Registration Section for the acquisition of lands required for the Montserrat Port Development Project. This role will seek to ensure that the acquisition is undertaken in accordance with the provisions of the Land Acquisition Act (Cap. 8.08) and that the GoM's best interest is protected during the acquisition.

#### **Purpose of the Services**

In light of the foregoing, GoM seeks the services of an Independent Valuation Consultant to undertake a Valuation of the land area needed for the Little Bay Port Development Project.

## Scope of the Services

The Government of Montserrat wishes to acquire part of Block 15/5 Parcel 3 and subdivide into two (2) parcels:

- Parcel 1, which is required for a Public Purpose, namely the Little Bay Port Development Project, will be approximately four (4) acres, outlined in red on the attached map, will be bounded as follows:
  - On the South, by the southern-most boundary of the parcel 15/5/3;
  - On the West, by the western-most boundary of the parcel 15/5/3;
  - On the East, by the eastern-most boundary of the parcel 15/5/3, and
  - On the North by part of the said block.
- Point A, with coordinates (Northings: 1,857,426.483; Eastings: 377,555.485) to Point B with coordinates (Northings: 1,857,291.545; Eastings: 377,893.490)

The Valuation Consultant in assessing the amount of any compensation for the purpose of the report shall have regard to all the rules prescribed by Section 19 of the Land Acquisition Act (Cap. 8.08).

The scope of work will include but not limited to a Valuation Report which covers the following areas:

- a) A fair and proper description of the land acquired, including particulars of any building, trees or standing crops thereon;
- b) The approximate acreage of the land;
- c) The amount of provisional compensation which should be paid for the land, including any damage payable in respect of entry into possession;
- d) The apportionment of the provisional compensation among persons interested in the land, in respect of their interests.

## Outputs

- The Independent Valuation Consultant engaged shall report directly to the Authorized Officer.
- Provide Final Valuation Report should be developed in agreed format and timeframe
- A hard copy of the report should be submitted as well as a soft copy PDF version

## Duration

The engagement is to be taken place over a period of three (3) weeks from the commencement of the appointment.

## Required Qualifications and Experience

The tenderer should have at least ten (10) years' experience in the following:

- Land Valuations on the Island of Montserrat
- Development of land tenure policies and divestment strategies;
- Land valuations for the purchase and development of residential subdivisions and housing projects, to include the provision of technical data and valuations to determine selling prices for property;
- Insurance Valuations;

- Dispute Resolution to include experience in arbitration in the determination of value of land compulsory acquired;
- Valuation of lands compulsorily acquired;

### **Reporting Mechanisms**

The tenderer will report directly to the Authorized Officer appointed to represent, the Ministry of Communications, Works and Labour as part of the Little Bay Port Development Project.

## **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. The contract will be awarded on the criteria weighted 60% cost and 40% quality.

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

The Bid Document checklist provides a list of requirements which need to be completed and submitted with the tender submission. All tenderers shall submit all the documents requested and all subsequent documents needed to make a complete tender. If any of the items stated in the Bid Document Checklist are not submitted, then the tender would be deemed non-compliant and rejected.

### **Cost (60% of Total Evaluation)**

The tender price is a significant factor and the Government of Montserrat will seek to ensure that the consultancy would be undertaken for 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. However, no tender with a price submission of 20 percent above the internal estimate will be considered. The internal estimate have also taken into consideration current market value.

### **Quality (40% of Total Evaluation) - Experience**

The preferred tenderer should have a minimum of ten (10) years' experience as a Land Valuator.

Prospective tenderers need to provide details of at least 3 previous contracts completed within the past 5 years of a similar nature to the scope of works of this bid. These details should include but are not limited to the following; the entity or person for which the work was completed, contact information for the entity or person, the value of the works, the location of the works. In addition, the prospective bidder can submit award letters for works in lieu of the above mentioned information. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenderers.

<b>Start Date or Date of Award</b>	<b>Description of Works</b>	<b>Name of Client</b>	<b>Price of Contract</b>	<b>Date Completed</b>

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**GOVERNMENT OF MONTSERRAT (GOM)**

**GENERAL CONTRACT CONDITIONS FOR CONSULTANCY**

This Agreement is made the..... day of..... **2019** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Communications, Works and Labour(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 Consultant**") of the other part.

**e) INTERPRETATION**

1.1. In these conditions:-

**The Contract** means the agreement concluded between the GoM (MCWL) of the Government of Montserrat and the Supplier ....., including all specifications and other documents which may be incorporated or referred to herein;

**The Purchaser** means the Government of Montserrat (**GoM**).

**The Consultant** means the company/ companies/ individual/s that are responsible for carrying out the service.

**The Administrator or Contract Administrator (CA)** means the duly authorised 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 gross price to be paid by GoM and the method of Payment of the Contract Price shall be agreed between the parties and inserted as part of the signed contract.

**The Services**, or where referred to in the Specification as "items" means all materials or articles which the Supplier is required to supply under the Contract.

**The Specification** means the GoM's requirements for the undertaking of works as stated within the document.

## 2 VARIATIONS OF CONDITIONS

The deliverables shall be supplied in accordance with these Conditions and Specification and no amendment or variation either to the terms and conditions or to the Specification 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 Deliverables 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 then:

- 3.1 The GoM shall be at liberty to determine the Contract and to purchase other goods 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 Deliverables. Also the GOM shall be able to recover from the supplier any increased costs resulting from obtaining the service from an alternative supplier.

## 4 PAYMENT

- 4.1 As full consideration for the services performed by the Supplier under the terms of this Agreement, the **GoM** will pay the fees as outlined within 30 days of receipt of an invoice, payable against original invoices delivered to the **GoM** by the Supplier, provided that **GoM** may give notice of its intention not to pay such fee where:
  - a. The Supplier has failed to carry out services, or has defectively carried out services required by this Agreement and has not remedied such failure or defect 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 Agreement; and upon giving such notice the **GoM** may withhold payment accordingly.
- 4.2 Whenever under the Contract, any sum of money that shall be recoverable from or payable by the Supplier, the same amount 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.
- 4.3 If any fee or portion thereof payable under this Agreement shall be unpaid **40 days** after receipt of an original invoice in respect of such fee, the Supplier may give notice to the **GoM** requiring the **GoM** to pay such fee or part thereof and if the **GoM** shall fail to comply with such notice the Supplier may terminate this Agreement immediately. Nothing stated

in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.

## **5 ASSIGNMENT**

5.1 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.

5.2 The Supplier shall not:-

5.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the GoM; or

5.2.1 Subcontract any provision of the Goods or any part thereof to any person without the previous written consent of the GoM 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.

## **6 CONFIDENTIALITY**

6.1 All information, drawings, specifications 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.

6.2 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.

## **7 GRATUITIES**

The Supplier shall not, whether by himself or by any person employed by him to supply the Goods, solicit any gratuity or tip or any other form of money or take any reward or collection or charge for any of the Goods other than bona fide charges approved by the GoM.

## **8 BRIBERY AND CORRUPTION**

The GoM shall be entitled to determine the Contract and to recover from the Supplier the amount of any loss resulting from such action if:-

8.1 The Supplier shall have 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 GoM;

or

8.2 The like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier);

or

8.3 In relation to any contract with the GOM, the Supplier or person employed by it

or

acting on its behalf shall:-

8.3.1 have committed an offence under the Integrity in Public Office Act No. 2 of 2010.

or

8.3.2 have given any fee or reward, the receipt of which is an offence under the relevant laws

8.4 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.

## **9 TERMINATION**

9.1 The GoM may terminate this Contract in any of the circumstances set out in 9.2 below by giving to the Supplier notice in writing where the Supplier;-

9.1.1 Commits a breach of any of its obligations under this Contract;

9.1.2 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;

9.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;

9.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;

9.1.5 Has an administrative receiver appointed;



9.1.6 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

9.1.7 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.

9.2 If the Contract is terminated as provided in this condition then the GoM shall:-

9.2.1 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;

9.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;

9.2.3 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 them in terminating of the Contract as aforesaid have been due to the Supplier.

## **10. WAIVER**

10.1 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 Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

## **11 COMPLETE AGREEMENT**

11.1 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.

## **12 GOVERNING LAW**

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

## **13 FORCE MAJEURE**

13.1 Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of

this Agreement impossible whereupon all money due under this Agreement shall be paid immediately.

## 14. NOTICES

14.1 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.

14.2 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:

**Beverley Mendes**  
**Permanent Secretary**  
**Ministry of Communications, Works and Labour**  
**Brades**  
**Montserrat**

**Tel: (664) 491-2521 or 22**  
**Fax: (664) 491-6659**  
**Email: [mcw@gov.ms](mailto:mcw@gov.ms)**  
**Email: [mendesb@gov.ms](mailto:mendesb@gov.ms)**

## 19. CONFIDENTIALITY

19.1 The Supplier shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, which 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 Agreement.

**20.MEDITATION AND ARBITRATION**

20.1 If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute 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.

**21. SIGNATURES**

21.1 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 Agreement 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:

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.....2019

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 .....

Attached Map

