INVITATION TO TENDER

Design and Development of a Tourism Destination Website for Montserrat



GOVERNMENT OF MONTSERRAT

Montserrat Tourism Division; Office of the Premier

Brades, Montserrat

Tel: 1-664-495-7101

Invitation to Tender (ITT)

Procurement Details – This is an indicative timetable and may be subject to change.

	i maicative timetable and may be subject to change.		
Project Details	Deliverable		
ITT for the Provision of: Design and Development of a Tourism Destination Website for Montserrat.	Date Published on Government of Montserrat Website 18 th September 2019		
	-		
Access to the ITT Suite of Documents	Hard copies can be downloaded from the Government of Montserrat website at http://www.gov.ms/tenders/ .		
	Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at https://www.mytenders.co.uk/ . If you are intending to make an electronic submission to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.		
Clarification deadline and contact details	Monday 7th October 2019		
ITT submission deadline	Wednesday 16 th October 2019, no later than 12.00 midday		
Tender Submission address	The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat.		
Contract Commencement – this is an indicative date and maybe subject to change.	November 2019		

1. INVITATION TO TENDER

Potential bidders are invited to bid for the Provision of: **Design and Development of a Tourism Destination Website for Montserrat.**

The ITT can be accessed by visiting either of the of the two (2) websites below;

- Hard copies can be downloaded from the Government of Montserrat website at http://www.gov.ms/tenders/.
- Electronic copies can be downloaded, completed and submitted via the
 myTenders Portal at https://www.mytenders.co.uk/. If you are intending to make an
 electronic submission to this tender, please register your interest on myTenders at the
 earliest opportunity. Please ensure that you allow sufficient time to upload your
 documents.

The ITT consists of the following documents;

- (1) Invitation to Tender
- (2) Instructions to Bidders/Tenderers
- (3) Terms of Reference including scope of works
- (4) Evaluation Criteria
- (5) Technical Questionnaire
- (6) Form of Tender
- (7) General Conditions of Contract
- (8) Respondent's Identification and Details
- (9) Anti-Collusion Statement
- (10) Tender checklist

Tender submission deadline is **12:00 mid-day** Eastern Caribbean time on **Wednesday 16th October 2019.**

The opening of the tenders is planned to be at 2:00pm Eastern Caribbean Time on Wednesday 16th October 2019, however this date is subject to change.

Please read instructions to bidders carefully before completing your submission. Failure to follow instructions may result in your bid being deemed non-compliant and not being considered any further.

If you require any clarification please write to MS Harjinder Jutle, Head of Procurement at <u>Jutleh@gov.ms</u> no later than Monday 7th October 2019, please copy in Mrs Daphne Cassel at <u>casselld@gov.ms</u>. Queries received after the deadline will not be answered.

2.0 INSTRUCTIONS TO TENDERERS

The following instructions have been included for advice and guidance for the completion and submission of tenders. Please ensure you have read the instructions before completing your ITT.

- (1) The contract conditions adopted for this project will be the Government of Montserrat General Conditions of Contract.
- (2) Tenderers must fully complete the Form of Tender. Failure to fully complete and return these documents and provide the additional information stated in these instructions will render the bid non-compliant and it will be rejected.
- (3) All transaction undertaken will be the subject of taxation in accordance with the current legislation. Tenderers must submit a current Tax Compliance Certificate with their bid if locally based.
- (4) 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. When bidding please take into consideration your tax obligations and liabilities to the GoM. For further information please contact Montserrat Customs & Revenue Service (MCRS) for further information via email at irev@gov.ms
- (5) The GoM reserves the right to cancel the tender process at any point. The GoM is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this Contract.
- (6) Under the Contract the GoM will require compliance with legislative requirements. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.
- (7) Standard Terms and Conditions for Service. If you wish to raise any issues you must raise these during the clarification period. You are required to accept these Standard Terms and Conditions for Service as part of your ITT submission. The successful bidder will be required to sign the contract based on the Standard Terms and Conditions issued as part of the procurement process.
- (8) All tenders 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. Corrected prices must be agreed by the bidder.

- (9) The GoM is not bound to accept the lowest or any tender and has the right to accept and reject any tender offers.
- (10) Tenders will be evaluated based on the criteria outlined in this ITT.
- (11) Tenders are to remain open for acceptance for a period of 90 days.
- (12) Tenders must be submitted exclusively in English and addressed to the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat. Tenders submitted by any other means will not be considered. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. All written communications for this tender and contract must be in English.
- (13) During the procurement process Bidders should regularly check the Government of Montserrat Tenders page for updates in the form of Addendums for updates. These are also announced on the radio.
- (14) For bidders that register on myTenders will receive automatic notifications of any updates to the ITT.
- (15) The currency to be used in the completion of this document is Eastern Caribbean Dollars (XCD) or United States Dollars (USD).
- (15) No information contained in this ITT or in any communication made between the GoM and any Bidder in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT. The GoM reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the GoM incur any liability in respect of this ITT or any supporting documentation.
- (16) Direct or indirect canvassing of any public sector employee or agent by any Bidder concerning this requirement, or any attempt to procure information from any public sector employee or agent concerning this ITT may result in the disqualification of the Bidder from consideration for this requirement.
- (17) There are two (2) options for submitting a tender:

Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at https://www.mytenders.co.uk/ If you are intending to make an electronic submission to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

 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 proposal 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)

ITT for the Provision of: Design and Development of a Tourism Destination Website for Montserrat

The Chairperson, Public Procurement Board Ministry of Finance and Economic Management

P.O. Box 292, Brades, Montserrat, MSR1110

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

Envelope 2 em

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.;

ITT for the Provision of: Design and Development of a Tourism Destination Website for Montserrat

The Chairperson, Public Procurement Board Ministry of Finance and Economic Management

P.O. Box 292, Brades, Montserrat, MSR1110

NB: Envelope 2 must not have the Bidders name on it or any other markings. Failure to comply with this requirement will lead to your submission being deemed non-compliant and not considered any further.

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

3.0 TERMS OF REFERENCE

(subject to modification; any change will be communicated via addendum)

Bids are invited to design and develop a tourism destination website for the Montserrat Tourism Division (MTD).

Summary

The Montserrat Tourism Division invites tenders for website design, development and the provision of a web content management system.

Tourism Context

The Montserrat Tourism Division (MTD) is the National Tourism Office of the island of Montserrat, a British Overseas Territory located in the Eastern Caribbean. The MTD comes under the auspices of the Office of the Premier and is responsible for the Product Development and Marketing activities that pertain to tourism destination management. It's currently staffed by a team of five (5) and is located in the island's main commercial centre, Brades.

Montserrat is a remarkable Caribbean island of 39 ½ square miles that is safe, verdant, idyllic, tranquil, and clean. Its people are warm and welcoming, as well as resilient and robust – having survived the devastating volcanic activities in 1995 and 1997 that completely buried the nation's capital (Plymouth) and left two-thirds of the island in an exclusion zone. As a result of this, over 60% of the population emigrated mainly to the UK, the US and Canada, leaving behind a small population of approximately 5000.

This lush, green island possesses an amazing network of hiking trails and dark sand beaches, and exudes a natural beauty and charm that disarm the "been-there, done-that" traveler. It also has significant potential for niche tourism markets, noting its volcanic history. Fondly known as the Emerald Isle of the Caribbean for its resemblance to the coast of Ireland and also the Irish ancestry of its inhabitants, Montserrat is the only country outside of Ireland to celebrate St Patrick's Day as a national holiday.

Tourism is recognized as one of the main sectors that can provide economic growth and thereby sustainable livelihoods for the people of Montserrat. In developing a viable tourism industry, Montserrat realizes that it is not 'business as usual' – that the industry has changed; that it is the customers that are true influencers; that information and communication technologies are powerful tools in driving competitiveness; that the environment is the foundation of the tourism sector and cannot be destroyed; and that the tranquil and peaceful way of life is treasured and must be preserved. As such Montserrat has chosen a path of sustainability – to develop quality tourism, rather than simply pursue "the numbers"; to understand, anticipate and exceed their customers' expectations; to use technology to drive industry competitiveness and to meaningfully include all Montserratians in the development of and to benefit from the Tourism sector.

In developing its tourism and in making its mark in the industry, it is important that Montserrat identifies and embraces its unique selling proposition (USP). In a global

industry that is fiercely competitive, it is important to stand out from the crowd. Montserrat's stakeholders realize that what is unique and special about their island is the fact that it has an active Volcano – something that no other Caribbean island can boast.

The island is served by one ferry with a capacity of 218 seats five days per week and 2 small 9-seater aircraft (three to four times regularly scheduled daily), although the airport has a capacity to take a 19-seater (Twin-Otter) aircraft.

Tourism Strategy

A pertinent summary of the Montserrat Tourism Strategy (2019-22) is included as Annex A, and provides further information as relevant to overall direction of Montserrat's tourism development.

New Website Objectives

The plan is to maintain the current URL: www.visitmontserrat.com.

The Marketing component of the Tourism Strategy is hinged on four key pillars: driving awareness, education and engagement, telling and sharing the story, and tracking and measuring results. The development of the new website – in conjunction with the Tourism Division's official social media channels - must also be based on these pillars.

In the international travel market, Montserrat is a relatively unknown entity, and the website will play a key role in generating awareness, providing users with compelling stories and information. At the same time, it would be user-friendly and designed to take the visitor through the purchasing process (from researching to booking) and guiding them through the sales funnel using the AIDA approach (from Awareness to Interest to Desire to Action).

A secondary objective would be to create an enabling environment for Montserrat's tourism stakeholders to promote and offer for sale their products and services. The web developer would be required to create a template to guide the inclusion of private sector content on the website, while maintaining the brand integrity of the site.

Current Website

Our current website, www.visitmontserrat.com, is four years old and checks some very basic boxes, i.e. large photos above the fold, a call-to-action button, links to content, social media bookmarks and a video. However, the way these features have been deployed limits our ability to direct users through the sales funnel. In fact, using the AIDA approach, it stops at the second step – Interest.

The site appears unstructured with minimal descriptive text. This will not serve us well in the area of Search Engine Optimization (SEO) and page rankings. There is also a lack of video content describing the array of activities available on the island, limiting the site's visual experience and its ability to entice viewers. The video that appears on the homepage can be distracting and would be best served being incorporated into a

slideshow.

The website does not adequately incorporate third-party content – blogs, articles, social media posts, etc. - into the overall experience of someone visiting the site, and needs to be linked to all of the Tourism Division's social media accounts. The Soufriere Hills Volcano is Montserrat's USP and there needs to be increased content of this aspect of the destination throughout the site.

Navigating the site on a mobile device is challenging at best. It is not optimized and this is reflected in:

- Font size
- Inadequate use of real estate on the menu page
- Reduced screen size of the video
- Poor navigation

The server response time is slow and the server and routing rules need to be reviewed, as well as the size of the images and the site itself. Vertical scrolling is confusing and also negatively impacts the user experience.

The navigation is clunky and not at all intuitive. Overall, it lacks a clear path for our visitors to follow and to find what they are looking for, contact us and/or to make a decision to purchase a trip to Montserrat.

Importantly, the platform lacks an accessible content management system (CMS).

New Website Functionality Requirements

The new website will minimally provide the following:

- A clearly defined site map
- An easy-to-use, and locally accessible, content management system (CMS) like Joomla, Drupal or Wordpress. This should include training of the relevant team members at the Tourism Division – A website manual should be provided to the Tourism Division
- Intuitive navigation
- Clean and focused design
- To meet industry standards such as consistency in design code, font size, etc.
- To have expandable capabilities
- All applicable content imported from current site
- Optimized with SEO best practices
- Supports meta tags/keyword searches
- Responsive design
- Clear path to conversion/lead generation

- Integration of a booking engine (provided by a 3rd party)
- To incorporate private sector content (guided by a template to be created by the web developer)
- A blogging platform
- Social media integration (share buttons, follow buttons, etc.)
- Email update sign-up form
- Contact Form
- To support online surveys
- To provide data analytics
- All client/server communications to be encrypted using industry standard technology

Budget Details

The maximum budget for this Project is in the region of US\$40,000. While we of course prefer the most cost-effective solution, all proposals that fall reasonably within this budget will be considered and weighed based on their merits. Proposals that offer flexibility in billing for non-required elements added to the website after initial launch will also be considered, as we may be able to budget for additional funding for these additional website elements or ongoing marketing efforts after this fiscal ends on March 31, 2020. All invoices for this project must be billed before March 1, 2020.

The website developer would be required to provide annual maintenance budget options for the site.

Proposal Requirements

Please include the following in your proposal response:

- Overview of your company
- Overview of how you will meet our objectives
- Explanation of your proposed platform/CMS
- Outline of your website design & development strategy
- Proposed website timeline from mobilisation to website launch
- Details about your team Qualifications and experience
- Nominated project lead who will work on the account
- Recent design & development examples
- References (not more than 3 years old)

- Key differentiators about you and your company
- Pricing with optional elements line-itemed
- Terms & conditions

Deliverables

Upon appointment, the success of the Project will be measured on the timely achievement of the following deliverables:

- 1. Initial meeting with the Tourism Division outlining the proposed approach to the development of the website design and content management system, for agreement.
- 2. Presentation of the project timescales
- 3. Engagement of relevant stakeholders, agreed with the Tourism Division
- 4. Road test demonstration of the website prior to the "go live" date, confirming functionality of features, and thereafter incorporating relevant feedback from the Tourism Division
- 5. Training and demonstration of the provided content management system which a handbook, or equivalent, for all features.
- 6. Launch of website
- 7. Provision of a proposal for annual maintenance for the website, with indicative budget.
- 8. Proposal for how the website may be further enhanced in the future, with indicative budgets, as relevant.

Reporting

The designer will report to the Montserrat Tourism Division, within the Office of the Premier. A copy of all correspondence with GoM, including any reports, will be copied to the Head of the Programme Management Office, within the Ministry of Finance.

Timeframe

The timeframe for this work is envisaged to be 8-12 weeks from the start of the contract.

Qualifications

The designer should be able to demonstrate qualification and/or 5+ years of relevant experience in website design, website project management, and content management systems. Evidence of any relevant professional qualifications should be provided. Demonstrated experience in tourism, or related, website design for entities in the tourism and/or hospitality sector would be desirable.

The tenderer should provide an example of their portfolio, and any relevant testimonials to support their qualification for the position.
List of Annexes

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Annex A – Montserrat Tourism Strategy 2019-2022 – Summary.

4.0 EVALUATION OF TENDER

Evaluation Criteria

4.1 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 and not considered any further. **Tenders must achieve a minimum score of 65% to be considered for award of contract.**

Criteria Description	Weight (%)
Administrative Compliance	Pass/Fail
Price	40
Technical Quality (Technical	60
Questions)	
Total	100

Tenderers that fail to meet the above qualifying score will be rejected and not considered for award of contract.

4.2 Administrative Compliance (Pass/Fail)

Tenderers must submit all the documents requested in the tender document checklist. All Tenderers are required to fully complete the Form of Tender including the commencement time and the proposed completion time which are highlighted. A valid Tax Compliance Certificate need to be submitted with their submission. Tenderers should sign and date the Anti-Collusion statement. Similarly details of previous experience must be submitted in accordance with the Technical Compliance below. This is a pass/fail criterion. If **all** the above requirements are fulfilled, then the tenderer would move onto the other evaluation criteria. If any of the above mentioned items are not submitted, then the tender would be deemed non-compliant and rejected.

4.2 Price Evaluation (40%)

All bids will be evaluated based on the lowest price bidder achieving the maximum % for the pricing element. Higher priced bids will receive a proportional score based on the amount higher they are

than the lowest bid price. For example, if the price element is worth 40%:

Lowest Price (A)
Higher Price (B)
$$\times$$
 40%
$$A = 10000$$

$$B = 14000 \times 40\% = B's score is 28.5\%$$

4.4 Quality - Responses to Technical Questions (60%)

Quality will be measured upon evaluation of Bidders' responses to the Technical Questionnaire, which is included in Section 5.

Each question in the Technical Questionnaire is marked using the following scores:

Scoring - Quality & Sustainability Criteria		
Rating of Response	Score	
Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	9 – 10	
Good or Fully Compliant Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	7 – 8	
Satisfactory or Compliant Submission which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the GoM is relatively confident that the Tenderer has the ability to meet the requirements of the Contract.	5 – 6	
Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The GoM has minor concerns regarding the Tenderers ability to meet the requirements of the Contract.	1 – 4	
Unacceptable or Non-Compliant (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the GoM has major concerns regarding the Tenderers ability to meet the requirements of the Contract. An answer to the question has not been provided or the Tenderer has not understood the requirements of the question and therefore the answer provided does not address the question. Note that in some instances, not responding to a question may result in your Tender being rejected and a fail mark awarded. Such questions will be identified within the Tender documents.	0	

4.5 Weighted quality scores will be calculated by multiplying the moderated score for each quality question by its individual weighting. The weighted scores will be totalled for each bid.

- 4.5.1 Any Bidder who achieves an 'Unacceptable' score of '0' for any of the questions will be deemed to have failed to meet the GoM's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.
- 4.5.2 Any Bidder who does not achieve any declared minimum quality score will be deemed to have failed to meet the GoM's minimum acceptable standards and therefore will not be evaluated further and will not be considered for contract award.

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5.0 TECHNICAL QUESTIONNAIRE

Please complete and return with your submission

Question 1	Scoring
Please describe your knowledge and experience of website design and website project implementation.	20
Provide examples of similar successful projects in which you have been	
involved.	
Bidders response	
Question 2	
Please outline what approach you would adopt to meet the requirements of this	20
project if you were successful, with specific reference to the requirements for Montserrat's Tourism website.	
Montserrat's Tourism website.	
Bidders response	
Question 3	
Please describe your proposed approach to the content management system	20
for this project, and provide the reasons for this approach, highlighting benefits and dis-benefits of the system. Please also outline your approach to ensuring	
that users within the Tourism team will be able to manage the website	
successfully (providing examples of past experience and application where	
relevant).	
Diddora ragnana	
Bidders response	
Question 4	45
Please provide an honest assessment of the existing website, identifying, if any, any shortfalls or detracting features that would limit the site's ability to engage	15
with visitors and encourage them to book a trip to Montserrat. How would your	
proposed website design and its key features improve tourism attraction,	
bookings, social media engagement and overall visitor experience.	
Piddere reapense	
Bidders response	

Question 5	10
Please describe your approach to stakeholder engagement and provide	
examples of where you have achieved this successfully in website design and	
content management.	
Bidders response	
Question 6	
Please describe your experience in website maintenance and client/server	15
communication encryption technologies, highlighting any experience in	
government funded website projects.	
Bidders response	

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6.0 FORM OF TENDER

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

Dear Sir/Madam,

Re: ITT for the Provision of: Design and Development of a Tourism Destination Website for Montserrat.

Name of firm (If Applicable)

Address.....

.....

Tel No:

Fax No:

Email:

Date:

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7.0. GENERAL CONDITION OF CONTRACT

This Agi	reement is	made the	day of	20	between	the
GOVERN	NMENT OF	MONTSERR	RAT having i	ts headquarters	at Governr	nent
Headqua	rters, Brad	des, Montserr	at acting h	erein and repre	esented by	the
Permane	nt Secretar	y, Office of the	Premier (he	reinafter referred	to as "GOM	") of
the	one	part	and	(supplier's	comp	any)
				, whose	address	is
				acting herein	and represe	nted
by (name	e of represe	ntative)		(hereinafter re	eferred to as	"the
Supplier	") of the oth	ner 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 tender 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 tender document.

2. VARIATIONS OF CONDITIONS

The supply and delivery of **the Anaesthesia Machine** 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:

Daphne Cassell Permanent Secretary Office of the Premier
Government Headquarters
Brades
Montserrat

Tel: (664) 491-2880 Fax: (664) 491-3131 Email: casselld@gov.ms

16. CONFIDENTIALITY

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

17. MEDIATION AND ARBITRATION

17.1 If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through 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

8.0 RESPONDENT'S IDENTIFICATION / DETAILS

А	PE RSONAL INFORMATION
	ANY NAME REGISTRATION NUMBER
CONT TELEF	ACT PERSON POSITION WEBSITE ADDRESS:

В	QUESTIONNAIRE	
		Sole
		Proprietorship
1	Your entity operates as which one of the following?	Partnership
		Limited
		Liability
		Others
2		(0-1)
		(1-3)
	How many years has your entity been in operation?	(3-5)
		(5-10)
		(10 & Over
		(1-5)
		(6-10)
3	Number of Employees within your entity?	(11-15)
		(16 & Over)
		(1-3)
	How many similar contracts has your entity successfully completed	(4-6)
4	in the last 2 years?	(7-9)

		(10 & Over)
		(50-100)K
	What is the highest sum of any of the contracts completed in the last	(101-200)K
6	2 years?	(201-400)K
		Over 400K
7	Has your entity failed to complete a contract for a public or private	YES
	entity?	NO
	If you have answered yes then please provide details.	

(TICK WHERE APPLICABLE ABOVE)

С	SIGNATURE							
I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand false statement may result in denial of a contract and possible debarment from future prospects.								
Signature	of Company Representative	Company Name/Stamp						
Date								

9.0 ANTI-COLLUSION STATEMENT

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 TENDE FOR AND ON BEHALF OF:	RS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE
Name of Firm	
FULL POSTAL ADDRESS	
TELEPHONE NO	Fax No

10 TENDER CHECKLIST

The following documents must 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 noncompliant and rejected:

(1) Completed and Signed Form of Tender. The Form of Tender document shall be signed by a person legally authorized to bind the firm to a contract. The complete tender sum should be clearly written and included in the form of tender). Also the start and end date of supply.	
(2) Identification Details of the tenderer or Business	
(3) Tax/social security Compliance Certificate (if locally based)	
(4) Anti-Collusion Statement	
(5) Cost proposal	
(6) Project proposal	
(7) Completed Technical Questionnaire	