



STATISTICS DEPARTMENT

MINISTRY OF FINANCE & ECONOMIC MANAGEMENT

P O BOX 292

GOVERNMENT HEADQUARTERS

BRADES

MONTSERRAT, WEST INDIES

MSR 1110

Invitation to Tender for the Supply of Drone Technology for the Statistics Department

Invitation to Tender (ITT)

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

Project Details	Deliverable
<p>Invitation to Tender for the Supply of Drone Technology for the Statistics Department</p>	<p>Date Published on Government of Montserrat Website</p> <p>Tuesday 10th December 2019</p>
<p>Access to the ITT Suite of Documents</p>	<p>Hard copies can be downloaded from the Government of Montserrat website at http://www.gov.ms/tenders/.</p> <p>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.</p>
<p>Clarification deadline and contact details</p>	<p>Monday 6th January 2020.</p>
<p>ITT submission deadline</p>	<p>Wednesday 15th January 2020, no later than 12.00 midday, Eastern Caribbean Time</p>
<p>Tender Submission address</p>	<p>The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat.</p>
<p>Contract Commencement – this is an indicative date and maybe subject to change.</p>	<p>February 2020</p>

1. Invitation to Tender

Potential bidders are invited to bid for the Supply of Drone Technology for the Statistics Department Montserrat, Ministry of Finance and Economic Management

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) Scope of works
- (4) Evaluation Criteria and methodology
- (5) Form of Tender
- (6) General Conditions of Contract
- (7) Respondent's Identification and Details
- (8) Anti-Collusion Statement
- (9) Tender checklist

Tender submission deadline is **12:00 mid-day** Eastern Caribbean time on **Wednesday 15th January 2020**.

The opening of the tenders will be at 2:00pm Eastern Caribbean Time on Wednesday 15th January 2020, however this is dependent upon the availability of Public Procurement Board members.

Please read instructions to bidders 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 Jutleh@gov.ms no later than Monday 6th January 2020.

2.0 INSTRUCTIONS TO TENDERERS

- (1) The contract conditions adopted for this project will be the Government of Montserrat General Conditions of Contract.
- (2) Tenderers must fully complete 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 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.
- (12) 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.
- (13) For bidders that register on myTenders will receive automatic notifications of any updates to the ITT.
- (14) 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.

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 details)

Tender for the Supply of Drone Technology for the Statistics Department

Chairperson Public Procurement Board

Montserrat, 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: 📁

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 as written below

Tender for the Supply of Drone Technology for the Statistics Department

Chairperson Public Procurement Board

Montserrat, 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.***

Tenders are to be delivered to the address above tenderers will be given a receipt:

3. BACKGROUND & PRODUCT SPECIFICATION:

BACKGROUND

Aerial Photography plays an important role in the management of land use on Montserrat. Land use as it relates to environmental sustainability, disaster management, utility management and a host of other related fields. When aerial photography is combined with other data the analysis possibilities are endless. Such as the research of geological features, in the exploration of geothermal energy, conflicts in land usage for development including conflict between development and areas zoned for conservation, and urban and rural growth. However, aerial photographs quickly become outdated, based on the rate of infrastructure development and changes in the landscape.

The last aerial photograph taken of Montserrat was in 2010, and as such does not accurately capture current land usage. In 2010 an aerial photography and digital mapping project was conducted for Montserrat. That imagery has now become outdated and the need to acquire new imagery is becoming increasingly evident. The proposed drone acquisition project will simplify the collection and analysis of geospatial data, allowing professionals in surveying, agriculture, engineering, disaster management and humanitarian aid (to name a few) to make better, faster, decisions. The cost of using a drone will be significantly less than undertaking aerial photography acquisition with the use of a manned aircraft.

With the purchase of a drone, one can capture, instant, real-time imagery as the need arises. There will be a significant reduction in cost when compared to utilizing a manned aircraft for aerial photography acquisition. A manned aircraft has been considered for use, however utilizing a drone proves to be more effective and significantly lower in cost as it will allow for data that is easily and quickly acquired, with less risk and more frequency and detail than manned flight.

With such an acquisition, the GIS Centre, Physical Planning Unit will be in a position to provide up-to-date information to other departments, stakeholders and beneficiaries.

- 1 Drone (Fixed Wing)
 - Link communication module;
 - Lightweight transport case;
 - Flight Deck – Mission planning Android App;
 - After Flight – Post-flight data management
 - Post processed kinematic (PPK) software;
 - 3G/4G connectivity;
 - Charger and additional batteries;
 - Accessories and spare parts;
 - Camera cleaning kit
- PPK Unlimited (Post-processing kinematics capability for survey-grade results)
- Access to Aerial Intelligence cloud platform; with access credits included

- Protection Care - User Error, Collision or Drop, Water damage, Signal interference, Accidental damage, Manufacturer defects
- Endurance – a minimum of 50 mins flight time
- Wind Tolerance
- Maintenance kit to include spare parts kit
- Controller – Android Tablet
- Software Specifications:
 - Survey Advanced - Dongle License;
 - Software with Aerial Photogrammetry and Scanning.
- Certified Training:
 - Certified Drone Training
 - Certified Processing Software Training

4. EVALUATION OF TENDERS

Evaluation Criteria

The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender provided. 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 including the commencement time and the proposed completion time which are highlighted. A valid Tax Compliance Certificate must be submitted with each submission. Tenderers must sign and date the Anti-Collusion statement.

The submissions must meet all of the requirements in terms of submission date and time and packaging of the submission as described herein.

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

Once the tenderer has met all of the administrative compliance requirements, the proposal will be advanced to the next stage of evaluation.

Criteria for Evaluation

Criteria Description	Weight (%)
Administrative Compliance	Pass/Fail
Adherence to Specifications	30
Cost	50
The delivery time	20

Technical & Financial Compliance (100%)

The technical compliance consideration will be based on the extent to which the Generator meets the needs of the SDM as described in this tender issue. The consideration will be as follows:

BREAKDOWN OF FINANCIAL AND TECHNICAL EVALUATION:

Adherence to Specifications (30%)

This shall refer to the suitability in terms of the Adherence to the Specifications that are detailed herewith.

Adherence to technical specification is paramount. The SDM/MOFEM is particular that the stated specification is received from the supplier. Under no circumstance will the SDM/MOFEM 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. The following scoring criteria will be used to assess adherence to specification.

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
Un acceptable 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

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 as follows;

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%:

$$\frac{\text{Lowest Price (A)}}{\text{Higher Price (B)}} \times 40\%$$

$$\frac{A = 10000}{B = 14000} \times 40\% = \text{B's score is } 28.5\%$$

Delivery Time (20%)

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.

Tenders must achieve a minimum 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.

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

FORM OF TENDER

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

Dear Sir/Madam;

**Re: Tender for the Supply of Drone Technology for the Statistics Department
Montserrat, Ministry of Finance and Economic Management**

I/We the undersigned undertake to supply the furniture described herein in accordance with the Contract Agreement, and as described in the captioned project outlined above as provided in the tender documents for the sum of:

EC\$..... being
the total cost for supplying the equipment described herein..

If my/our tender is accepted, I/We undertake to deliver the equipment within a period of

I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender. I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this tender.

Name.....

Signed.....

Name of firm (If Applicable)

Address.....

.....

Tel. nr.....

Fax nr.....

Email Address

Date.....

Cost Proposal – Please complete and return with you tender submission.

Item	Quantity	Cost per Item	Total Cost
Drone Technology	1		
Total Costs Submission			

GOVERNMENT OF MONTSERRAT (GOM)

GENERAL CONTRACT CONDITIONS FOR THE SUPPLY OF DRONE TECHNOLOGY TO THE STATISTICS DEPARTMENT OF MONTSERRAT

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 Head of Statistics, Ministry of Finance and Economic Management, (hereinafter referred to as "**GOM**") of the one part and (*supplier's company*) whose address is Acting herein and represented by (*name of representative*) (Hereinafter referred to as "**the Supplier**") of the other part.

1. INTERPRETATION

1.1. In these conditions:-

The Contract means the agreement concluded between the **GOM** and the Supplier/Service Provider including all specifications and Terms of Reference; and in which, inter alia, the tender instructions, scope of works along with the outcomes, deliverables and considerations are clearly stipulated, and other documents which may be incorporated or referred to herein;

The Contracting authority means the Statistics Department of the Government of Montserrat.

The Service Provider means the company/ companies/ individual that is responsible for carrying out the requirements of the contract.

The Administrator or CA means the duly authorized representative of **GOM** for the administration of this Agreement who has care and control of this Contract and whose name will be provided to the Service Provider. The Administrator shall have final authority for acceptance of the **Service Providers** performance, and if satisfactory, shall initiate the process for approval of payment to the **Service Provider**. No payment shall be made without such approval.

The Contract Price means the price of the equipment to be bought for the **GOM** and the method of payment of the Contract Price shall be agreed between the parties.

The Specification means the GOM's requirements for the supply of Drone equipment for the Statistics Department, Government of Montserrat, as described earlier in this document.

2. VARIATIONS OF CONDITIONS

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

3. NON-DELIVERY

Without prejudice to any other right or remedy, should the Service Provider not deliver the Services or any portion thereof within the time or times specified in the Contract, except in cases of force majeure and subject always to the receipt of written notice within 5 days of the force majeure event relied on, or if the Services are delayed due to events outside of the Supplier's control, in which case the Supplier shall be entitled to a fair and reasonable time for such delay, then:

- 3.1 The **GOM** shall be at liberty to determine the Contract and to procure services of the same or similar description from another Supplier to make good such default; and,
- 3.2 The **GOM** shall recover from the Supplier any sum or sums paid to the Supplier in respect of the services. Also, the **GOM** shall be able to recover from the supplier any increased costs resulting from obtaining supplies from an alternative supplier.

4. PAYMENT

- 4.1 As full consideration for the Services performed by the Service Provider under the terms of this Contract, the **GOM** will pay the fees as outlined within 10 days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier, provided that **GOM** give notice in writing of its intention not to pay such fee and provide the relevant reason where:
 - a. The Service Provider has failed to carry out services, or has inadequately carried out services required by this Contract to be carried out and has not remedied such failure or deficiency within a reasonable time;
 - b. The Service provider, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
 - c. There is a breach of any other provision of this Contract; and upon giving such notice the **GOM** may withhold payment accordingly.
- 4.2 **GOM**, whenever under the Contract any sum of money shall be recoverable from or payable by the Service Provider, the same may be deducted from any sum then due or which at any time thereafter may become due to the Service Provider under the Contract as a debt, providing that such sum is agreed by the parties as recoverable by GOM or has been fully ascertained and substantiated.
- 4.3 If any fee or portion thereof payable under this Agreement shall be unpaid 20 working days after receipt of an original invoice in respect of such fee the Service Provider may give notice to the **GOM** requiring the **GOM** to pay such fee or part thereof and if the **GOM** shall fail to comply with such notice, the Service Provider may terminate or suspend this Contract immediately. Nothing stated in this provision shall operate to impair the right of the Service provider to recover any such fee in any other manner.

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

5. INDEMNITY AND INSURANCE

- 5.1 Subject to clause 5.2 and without prejudice to its liability for breach of any of its obligations under the Contract, the Service Provider shall be liable for and shall indemnify the **GOM** against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of:-
- 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Service Provider, its servants or agents; and
- 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the Contract by or on behalf of the Service Provider except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.
- 5.3 Neither party shall be liable to the other for any indirect, special or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity.
- 5.4 Further, and without prejudice to the aforesaid limit of liability and such liability of the service provider for the loss or damage in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the service provider to pay having regard to the service provider's responsibility for the same and on the basis that:
- a) all other parties appointed or to be appointed by the GoM to perform related services in connection with the Contract shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the GoM such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and
 - b) it shall be deemed that all such other parties have not limited or excluded their liability to the GoM for the loss or damage in any way which may be prejudicial to the Service Provider's liability under this clause

6. INSURANCE

- 6.1 The Service Provider shall insure against its full liability under this Contract.
- 6.2 The Service Provider shall produce to **GOM**, upon request, documentary evidence that insurance is properly maintained.

7. ASSIGNMENT

- 7.1 The **GOM** shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Service provider.

7.2 The Service Provider shall not:-

7.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM**; or

7.2.2 Subcontract any provision of the Contract or any part thereof to any person without the previous written consent of the **GOM, such consent shall not be unreasonably withheld or delayed**, which if given shall not relieve the Service Provider from any liability or obligation under the Contract and the Service Provider shall be responsible for the acts, defaults, or neglect of any sub-service supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Service Provider or its agents or employees.

8. CONFIDENTIALITY

8.1 All information, requirements, documents and other data which the **GOM** may have imparted and may from time to time impart to the Service Provider relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential. The Service Provider shall not at any time during or after the term of this Contract divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Contract, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The Service Provider shall not seek to acquire any such information outside of the performance of its duties under this Contract.

8.2 The Service Provider hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract, disclose the same whether directly or indirectly to any third party without the **GOM's** prior written consent.

8.3 The obligations set forth in Clauses 8 and 16 shall expire two (2) years after the termination of the Contract.

9. BRIBERY AND CORRUPTION

Either party shall be entitled to determine the Contract and to recover from the other party the amount of any loss resulting from such action if:-

9.1 Any party has offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with the other party; or

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

- 9.3 In relation to any contract with the **GOM** the Service Provider or person employed by it or acting on its behalf shall:-
- 9.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
- 9.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.
- 9.4 In the performance of their obligations under or in connection with this Contract, the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

10. TERMINATION

- 10.1 The **GOM** may terminate this Contract in any of the circumstances set out in 10.2 below by giving to the Service Provider notice in writing where the Service Provider;-
- 10.1.1 commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the GoM to the Service provider, the Service Provider fails to remedy such breach within 14 days of the notice then the GoM may terminate the Contract forthwith.
- 10.1.2 becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
- 10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 10.1.4 has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 10.1.5 has an administrative receiver appointed;
- 10.1.6 has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00
- 10.1.7 Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the **GOM** may without prejudice to any accrued rights or remedies under this Contract, terminate the Contract by giving notice in writing.

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

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

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

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

11. WAIVER

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

12. COMPLETE CONTRACT

12.1 This Agreement supersedes any prior Agreement between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

13. GOVERNING LAW

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

14. FORCE MAJEURE

Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Contract impossible whereupon all money due under this Contract shall be paid immediately.

15. NOTICES

15.1 Any notice required to be served under this Agreement shall be in writing and may be served by electronic mail to the correct address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

A notice shall be delivered as follows:

if to the Service Provider, to:

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

A. if to the GOM, to:

Name: Mr. Sylvan A. Roberts
Head of Statistics
Statistics Department
Ministry of Finance & Economic Development
Government Headquarters
Brades
Montserrat
Tel: (664) 491-3797
Email: statistics@gov.ms

16. MEDITATION AND ARBITRATION

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

17. SIGNATURES

17.1 Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by terms hereof.
Insert names etc.

A. SERVICE PROVIDER

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

Signature.....

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

Signature.....

B. GOM

Name: Mr. Sylvan A. Roberts
Designation: Head of Statistics

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.....

8. RESPONDENT'S IDENTIFICATION / DETAILS

A	PERSONAL INFORMATION
COMPANY NAME----- REGISTRATION NUMBER ----- COMPANY ADDRESS----- ----- CONTACT PERSON----- POSITION----- TELEPHONE NUMBER- ----- FAX NUMBER----- WEBSITE----- EMAIL ADDRESS: ----- _____	

B	QUESTIONNAIRE	
1	Your entity operates as which one of the following?	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability <input type="checkbox"/> Others
2	How many years has your entity been in operation?	<input type="checkbox"/> (0-1) <input type="checkbox"/> (1-3) <input type="checkbox"/> (3-5) <input type="checkbox"/> (5-10) <input type="checkbox"/> (10 & Over)
3	Number of Employees within your entity?	<input type="checkbox"/> (1-5) <input type="checkbox"/> (6-10) <input type="checkbox"/> (11-15) <input type="checkbox"/> (16 & Over)
4	How many similar contracts has your entity successfully completed in the last 2 years?	<input type="checkbox"/> (1-3) <input type="checkbox"/> (4-6) <input type="checkbox"/> (7-9) <input type="checkbox"/> (10 & Over)
6	What is the highest sum of any of the contracts completed in the last 2 years?	<input type="checkbox"/> (50-100)K <input type="checkbox"/> (101-200)K <input type="checkbox"/> (201-400)K <input type="checkbox"/> Over 400K
7	Has your entity failed to complete a contract for a public or private entity? If you have answered yes then please provide details.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/>

(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>	

TENDER CHECKLIST

The following documents should be provided for a tenderer's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents will result in the bid being considered noncompliant and rejected:

1. Completed and signed Form of Tender. The form of tender document shall be signed by the person legally authorized to bind the firm to a Contract.
2. Tax/Social Security compliance certificate (if locally based)
3. Signed Anti-Collusion Statement
4. Provide Specifications, dimensions, construction materials, characteristics

.....
Signed by Tenderer