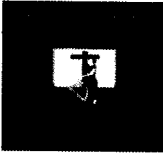


AIRPORT SECURITY UPGRADE

**Tender for the Supply of Explosive Trace Detector
for the John A. Osborne Airport**

July 2015



MINISTRY OF COMMUNICATIONS, WORKS & LABOUR

P O BOX 344, BRADES, MONTSERRAT, W I

◆ Tel: (064) 491-2321/2322 ◆ Fax: (064) 491-0639 ◆ E-mail: msc@gov.ms

July 24th, 2015

Dear Sir/Madam,

Re: Tender for the Supply of Explosive Trace Detector for the John A. Osborne Airport.

You are invited to submit a tender for the above captioned project. Included are the tender documents consisting of:

1. Instruction to Tenderers
2. Background
3. Scope
4. Document Check List
5. Form of Tender
6. Bill of Quantities
7. Form of Agreement
8. Tender Evaluation Criteria
9. Signed Anti-Collusion Statement

Please return a complete document of the priced and signed Form of Tender, Bill of Quantities, Completed Document Check List, Anti- Collusion Statement and a copy of your **tax compliance certificate**. These should be placed in an inner envelope and addressed to **The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Brades, MSR1110, Montserrat**. The name of the project should also be written on this inner envelope and should read, **"Tender for the Supply of Explosive Trace Detector for the John A. Osborne Airport"**. The name of the tenderer should also be written on the inner envelope.

This envelope should be placed in an outer envelope addressed to **The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Brades, MSR1110, Montserrat**. The name of the project should also be written on this outer envelope and should read, **"Tender for the Supply of Explosive Trace Detector for the John A. Osborne Airport"**. The outer envelope should bear no identification of the tenderer. Tenders are to be received no later than **2:00p.m. on Wednesday August 12th 2015**. Please ensure that no additional marks are placed on the outer envelope.

For guidance, clarification and any additional information pertaining to this project, please contact Airport Manager, Mr. Denzil Jones at telephone number 1-664-491-6218 or email: jonesd@gov.ms or Chief Security Officer, Mrs. Daniele James at telephone number 1-664-491-6218 or email: silcotts@gov.ms.

Yours faithfully,

Beverley Mendes
Permanent Secretary
Ministry of Communications, Works and Labour

Instructions to Tenderers

1. The contract conditions adopted for this project will be the Montserrat General Conditions of Contract.
2. Tenderers are to complete the **Form of Tender, Document Check list, Anti-Collusion Statement** and **Bill of Quantities** for the works. Failure to fully complete these documents may lead to their bid becoming non-compliant and rejected.
3. **The bidder must submit a Tax Compliance Certificate from Inland Revenue along with their tender, if locally based. If not, locally based bidders must make provision for a 20 per centum withholding tax on contract payments.**
4. All works undertaken will be the subject of taxation in accordance with the current legislation of Montserrat.
5. Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, **“Tender for the Supply of Explosive Trace Detector for the John A. Osborne Airport”** and addressed to **The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Brades, MSR1110, Montserrat.** The name of the tenderer should be written on this inner envelope. Tenders should then be placed in an outer envelope, duly sealed and addressed to **The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Brades, MSR1110, Montserrat.** Tenders should be received no later than **2:00pm Wednesday August 12th 2015.** **The name of the project should be written on the outer envelope and should read “Tender for the Supply of Explosive Trace Detector for the John A. Osborne Airport”.** ***The name of the Bidder should not be written on this outer envelope.*** Tenders should not have any additional marks on the envelope. **Late tenders will not be considered.**
6. The Employer is not bound to accept the lowest tender and has the right to accept and reject any tender.
7. Tenderers are not allowed to submit alternative tenders.
8. Tenderers are requested to submit **three (3) copies** of the tender submission.
9. All tenders will be arithmetically checked, any errors will be brought to the tenderers attention. The **rates supplied** would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
10. The Explosive Trace Detector supplied needs to meet the **United Kingdom Department of Transport and Air Safety Support International (ASSI)** regulatory requirements along with the relevant export and import regulations.
11. The manufacturer and model of the ETD proposed must be on the United Kingdom's Department for Transport (DFT) list of approved Explosive Trace Detector Systems.
12. Tenders must be submitted in hard copies exclusively in English to the Public Procurement Board, Ministry of Finance and Economic Management, Government Headquarters, 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. The currency to be used in the completion of this document is **XCD\$**. In addition the subsequent contract would also be based in **XCD\$**. The XCD\$ is pegged to the US dollar at an exchange rate of US\$1.00 = \$XCD2.7169.
14. Tenderers **must** submit with their tender a proposal for training of staff in the use of the equipment. In addition the proposal should cover general routine maintenance.
15. Tenderers **must** provide a detailed statement of length of warranty on the equipment.
16. Tenderers **must** provide the Government of Montserrat with all user manuals and other operating instructions which are supplied with the equipment.

BACKGROUND

The objective as stated in the National Development Plan is to ensure that the airport as a main gateway to Montserrat has the continued capacity to facilitate trade and other social and economic activities for the common good of all. Aviation Security is thus very critical and GoM must therefore do whatever is necessary to prevent the occurrence of acts of unlawful interference against aircraft operations through the deployment and use of competent personnel and efficient and up to date facilities. The absence of a serviceable Explosive Trace Detector (ETD) was cited by the U.K. Department for Transport DfT Aviation Security Inspector when he declared "the ETD was not serviceable and this distracted from the overall security regime. The airport should ensure that an adequate ETD is in place so as to provide the full level of security measures available to the staff".

As of 1st April 2015, ASSI have taken over the responsibility for the regulation or regulating of AVSEC operations at the airport and which has implications for the continued maintenance of the aerodrome certificate. This shortcoming was flagged during the AVSEC audit which was conducted in May 2014. It was requested of the regulator that we are given until August 2015 to remedy this situation; which can be fixed through the acquisition of the ETD.

The procurement and installation of the ETD will provide the airport with the suitable device that has the capacity to detect prohibited substances and explosive materials as that is lacking at this time. That would place the airport in a better position in terms of compliance with AVSEC requirements in general.

SCOPE OF WORKS

The Ministry of Communications, Works and Labour invites tenders from suitably qualified service providers for the supply and installation of Explosive Trace Detector at the John A. Osborne Airport.

AFTER SALES SERVICE AND REFERENCES

The proposals or bids must provide confirmation of the ability to provide reliable after sales service in order to ensure minimum equipment downtime. The annual cost of this must be detailed. Tenderers should provide a list of at least three customers with whom they have had service contracts for a minimum of two (2) years.

TRAINING AND CERTIFICATION

Tenderers should ensure that their proposals provide confirmation that all users of the equipment will be trained in their operation and become certified users. A maximum participation to the training session is 20 attendees. These include chief security officer, operations manager and other security officers. All training and supporting documents will be provided in English.

WARRANTY AND DEFECT RECTIFICATION

Each tenderer or bidder should propose the level and extent of warranty, in the interest of the client, the Government of Montserrat, that would be associated to the quality of the works to be

undertaken. The period of defect rectification, for which the contractor will be responsible, will begin at the end of the project and will run for a minimum period of two years.

PAYMENT

The proposals or bids should include the suggested terms of payment for the consideration of the Public Procurement Board. A full breakdown of all costs must be given in relation to the work to be undertaken in this project; which includes the supply and installation of the requisite equipment and training cost.

Ministry of Communications, Works and Labour – Tender Checklist

Project Title: *“Tender for the Supply of Explosive Trace Detector for the John A. Osborne Airport.”*

Date scheme advertised: *Friday 24th July 2015*

Tender Deadline Date: *Wednesday 12th August 2015*

Tender Deadline Time *2:00pm*

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 will 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.

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

Detailed Financial Breakdown

Signed Anti-Collusion Certificate

Detailed Training proposal

Contact details for three (3) customers with whom they have had **service contracts** for a minimum of two years. These service contracts must be similar to the services required on this contract.

Warranty information on equipment

Proposal for After Sale Service

Tax Compliance Certificate (*If Locally Based*)

.....
Signed on behalf of Contractor

.....
Date

FORM OF TENDER

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Government Headquarters
Brades
Montserrat

Dear Sir/Madam,

Re: Tender for the Supply of Explosive Trace Detector for the John A. Osborne Airport.

I/We the undersigned undertake to Supply and Install the above Equipment in accordance with the General Conditions of Contract, Specifications and Instructions for the sum of:
EC\$

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

If my/our tender is accepted, I/We undertake to commence the Works within ____ **week** from the date of receipt by me/us of the official order and complete the works within ____ **weeks** from the date of receipt by me/us of the official order.

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.....

BILL OF QUANTITIES

Item	Description	Units	Qty	Rate EC\$	Total EC\$
1.00	Preliminaries				
1.01	Include for the necessary mobilisation and transportation cost associated with the supply and installation of the Explosive Trace Detector.	Item	1		
2.00	Explosive Trace Detector				
2.01	Source and Supply Explosive Trace Detector for detection and identification of explosives and/or narcotics at the John A. Osborne Airport. Device uses an Ion Trap Mobility Spectrometer (ITMS) for the detection and identification. Device includes built in printer, on-board software keypad and caters for simultaneous dual mode detection. The Detector must also have AC input with auto voltage 100-240 volts, 47-63 Hz, 150W. In addition detector should have a battery backup of Up to 60 minutes of standby time. Detector must have an integral computer for touch screen control of all routine operations and functions as well as have the capacity to be portable by the use of a durable travel case with wheels and telescopic handle as a minimum. Include for a UPS to provide protection to the device	No.	1		
2.02	Provide a six (6) month consumable kit which include the items required for the ongoing use and maintenance of the Trace Detector. This six month period caters for a sample rate of approximately 25 samples and full operation for one 8 hour shift per day.	Item	1		
2.03	Provide training and certification to all necessary staff in the operation of the Explosive Trace Detector. Cater for the training of a maximum of 20 persons. All training and supporting documents, will be provided in English.	Item	1		
2.04	Provide after sale support in order to ensure minimum equipment downtime. Include for two site visits per year for the duration of this period which should be clearly stated. This includes for routine and preventative maintenance which includes for replaceable parts whilst under manufacturer's warranty. Include for staff refresher training during the service visits with prior notification not exceeding two hours. Also include for hardware and software upgrades. Stipulate telephone support which would be included for the duration. <u>N.B. The Trace Detector to be supplied must be on the DfT's approved list of ETDs.</u> Include for the cost to cover the acquisition of the export license for the detector to be exported to Montserrat. Contractor/Supplier is responsible for making all arrangements for the Procurement of the said export licence. Explosive Trace Detector is to be delivered to Montserrat. All cost associated with the shipping of the device would be the responsibility of the successful bidder.	Item	1		
	Total Value				

GOVERNMENT OF MONTSERRAT (GOM)

GENERAL CONTRACT CONDITIONS FOR THE SUPPLY AND INSTALLATION OF EXPLOSIVE TRACE DETECTOR

This Agreement is made the..... day of..... **2015** 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 Supplier**") of the other part.

1. INTERPRETATION

1.1. In these conditions:-

The Contract means the agreement concluded between the **GOM** and the Supplier including all specifications and Terms of Reference; and in which, inter alia, the tender instructions, 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 Purchaser means **GOM**.

The Supplier means the company/ companies/ individuals that have responsibility for supplying the Trace Detector.

The Administrator or CA means the duly authorized representative of **GOM** for the administration of this Agreement who has care and control of this Contract and whose name will be provided to the Supplier. The Administrator shall have final authority for acceptance of the **Suppliers** 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.

The Consultancy 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 of the Trace Detector, the details of which have been provided to the Supplier.

2. VARIATIONS OF CONDITIONS

The supply of the Trace Detector 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 30 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.
- 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 or suspend this Contract immediately. Nothing stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.

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

5 INDEMNITY AND INSURANCE

- 5.1 Subject to clause 5.2 and without prejudice to its liability for breach of any of its obligations under the Contract the Supplier shall be liable for and shall indemnify the **GOM** against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of:-

- 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and

- 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the Contract by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.

- 5.2 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 ten (10) times the fee payable under this Contract or
- b) 2,000,000.00 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 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:

Beverley Mendes
Permanent Secretary
Ministry of Communications, Works and Labour
Brades
Montserrat
Tel: (664) 491-2521 or 2522
Fax: (664) 491-6659
Email: mcw@gov.ms
Email: mendesb@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

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.

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: Beverley Mendes

Designation: Permanent Secretary, MCWL

Signature.....

Witness Name.....

Designation.....

Signature.....

EVALUATION OF TENDER

Evaluation Criteria

The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. **Tenders must achieve a minimum score of 65% to be considered for award of contract.**

Criteria Description	Weight (%)
Price	40
Availability (Delivery Time)	10
Technical Support (before and after sales)	10
Adherence to Specification	40

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

Price (40%)

Tenderers must complete the Form of Tender and return this with their tender submission. The tendered price is a significant factor and the Government of Montserrat will seek to ensure that the base material is purchased at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. 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.

Availability (Delivery Time) (10%)

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

Technical Support / Training (before and after sales) (10%)

A higher than normal weighting will be applied to Technical Support, so that preference will be given to those suppliers that can provide intensive pre and post-sale support to our technicians and operators, in addition to other essential after sale services such as the availability of spare parts and consumables. Detailed information about proposed training and the carrying out of this training is a necessity. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

Technical Specifications (40%)

Adherence to technical specification is paramount. The procuring entity is particular that the stated specification is received from the supplier. Under no circumstance will the procuring entity accept a device which does not match the specifications which is found within the Bills of Quantity Items. Marks will be awarded depending on the degree of compliance with the technical specifications as compared with the other tenders.

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.....2015

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