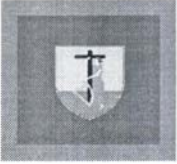


ROAD MAINTENANCE

**Tender for the Supply and Delivery of One (1)
Mechanic's Service Truck**

August 2016



MINISTRY OF COMMUNICATIONS, WORKS & LABOUR
P O BOX 344, BRADES, MONTSERRAT, W I

◆ Tel: (664) 491-2521/2522 ◆ Fax: (664) 491-6659 ◆ E-mail: mcw@gov.ms

8th September 2016

Our Ref: CW 15/19/1

Dear Sir/Madam,

Re: Tender for the Supply and Delivery of One (1) Mechanic's Service Truck

Tenders are invited for the Supply and Delivery of One (1) Mechanic's Service Truck capable of providing road side assistance by offering quick response for mechanical repairs to GoM Fleet through the provision of adequate resources onsite in a safe comfortable manner as part of the Ministry of Communications, Works & Labour repair and maintenance services. Tenders must be submitted in accordance with the specifications, which accompany this invitation to tender. Included are the tender documents, consisting of:

- (1) Instructions to Tenderers
- (2) Form of Tender
- (3) Evaluation of Tender
- (4) General Conditions of Contract
- (5) Respondent's Identification and Details
- (6) Tender checklist

Tender packages can be accessed on the Government of Montserrat website at www.gov.ms.

The completed tender document must be submitted in a plain, sealed inner envelope and addressed to **The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. The name of the project should also be written on this inner envelope and should read, "**Tender for the Supply and Delivery of One (1) Mechanic's Service Truck**". The name of the tenderer should also be written on the inner envelope. The inner envelope should be placed in a plain, sealed outer envelope and addressed to **The Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. The name of the project should also be written on this outer envelope and should read, "Tender for the Supply and Delivery of One (1) Mechanic's Service Truck" The outer envelope should bear no identification of the bidder. Tenders are to be received no later than **2:00 p.m. on Wednesday 28th September 2016**. Please ensure that no additional marks are placed on the envelope.

Any queries relating to the tender should be made in writing to Junior Bruce, Director, PWD at brucej@gov.ms or Daren Greer, PWD's Plant Superintendent at greerd@gov.ms.

Yours faithfully,

.....
Beverley Mendes
The Chairperson
Departmental Tender Committee
Ministry of Communications, Works and Labour

1.0 INVITATION TO TENDER

Scope of Work

The Ministry of Communications, Works and Labour is soliciting bids from qualified businesses and persons to provide proposals to supply one (1) Mechanic's Service Truck, inclusive of after sales supporting services, warranty and essential spare parts to effect preventative maintenance during the initial 12 months of operation. The vehicle must conform to the specifications provided in this tender document. Respondents are required to provide an overall price for the equipment taking into account the following considerations as outlined on the equipment listing:

(a) Provision of Vehicle

Cost associated with acquiring the specified product and spare parts necessary for preventative maintenance during the initial 12 months of operation and shipping with adequate insurance coverage to Port Little Bay, Montserrat.

(b) Warranty

Type of warranty and information on how warranty obligations are to be carried out during the time period offered.

(c) Training

The provision of training for the operation and maintenance of the vehicle, before and after the commissioning of the vehicle.

(d) Documentation

Provision of all documents pertaining to the vehicle and the attachments which form part of this tender to include, but not limited to, maintenance/service manuals, operation manuals, parts manuals, commissioning certificates, a comprehensive list of recommended spare parts and warranty details.

Vehicle Price Sheet

The Ministry of Communications, Works & Labour intends to improve the quality of services offered in the maintenance and repairs of GoM fleet on island, hence it seeks to procure a mechanic's service truck to effectively meet the required objective. The vehicle must be suitable with adequate safety features relative to road side maintenance and repairs, to perform on our undulated terrain and operate effectively in our different weather conditions.

The following sheet provides guidelines and specifications of the type of vehicle that is required, its functionality and intended use. Respondents are required to provide the necessary documentation to illustrate the vehicle being offered, their ability to provide technical support, particularly training and how this item meets the requirements of the tender. The following considerations are important along with the required supporting documents.

- The versatility of the vehicle.
- The accuracy of the vehicle as per the required specifications.
- Simplicity of operation.
- Maintenance and repairs economy.
- Operator's safety and comfort.

Minimum Supporting Documents

- (1) Brochures
- (2) Data Sheets
- (3) Detailed quotation fully inclusive of delivery to Montserrat.
- (4) Terms of warranty.

Failure to provide the above information will invalidate your tender.

Vehicle Price Sheet cont'

Vehicle Type	Vehicle Specifications	Vehicle Purpose	Cost of Vehicle/ Warranty/ Training/ (EC\$)	Vehicle Delivery Schedule (Wks)	Supportive Document Ref No
MECHANIC'S SERVICE TRUCK	<p><u>ENGINE</u> Internal Combustion, Naturally Aspirated or Turbocharged, Water Cooled, Diesel Engine. Minimum Brake Horse Power (BHP): 180 hp.</p> <p><u>TRANSMISSION</u> 6-Speed Manual Transmission</p> <p><u>DRIVE TRAIN</u> 2WD/4WD Wheel Drive Max. Wheel Base: 3300 mm (129.92 in.) Rear Axle Ratio: 3.73 Alloy Wheels: - Max. Size: 18.0 in.</p> <p><u>STEERING</u> Electronic Power Assisted Steering (EPAS)</p> <p><u>SUSPENSION</u> Front: MacPherson Strut, Double Wishbone, Coil-Springs, Hydraulic Double Acting Shock Absorbers Rear: Leaf-Springs, Hydraulic Double Acting Shock Absorbers</p> <p><u>BRAKES</u> Hydraulic, with Vacuum Servo-Assistance and Load Apportioning Valve Front: Discs – Ventilated Rear: Drums 4-Wheel Anti-Lock Brakes and (Electronic Stability Control (ESC))</p> <p><u>FEATURES</u> Standard Cabin Accessories Air Conditioning Double Cab [Seating Capacity – Six (5)] High Performance Bedliner (underrall) with Protective Sidewall Accessory Power Socket (12V) in Bedliner Lockable Integrated Aluminium Roller Shutter Rear View Camera</p> <p><u>SPECIAL FEATURE</u> Tow Bar integrated with Stepped Rear Bumper</p>				

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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 (including notice period and maximum delivery time), copies of credentials; proof of similar contracts previously undertaken, confirmation for the provision of technical support and training, documentation on length and type of warranty. 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) The completed tender document must be submitted in a plain, sealed inner envelope and addressed to **the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. The name of the project should also be written on this inner envelope and should read, **“Tender for the Supply and Delivery of One (1) Mechanic’s Service Truck”**. The name of the tenderer should also be written on the inner envelope. The inner envelope should be placed in a plain, sealed outer envelope and addressed to **the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat**. The name of the project should also be written on this outer envelope and should read, **“Tender for the Supply and Delivery of One (1) Mechanic’s Service Truck”** The outer envelope should bear no identification of the bidder. Tenders are to be received no later than **2:00 p.m. on Wednesday 28th September 2016**. Please ensure that no additional marks are placed on the envelope.
- (5) All tenders will be arithmetically checked; any errors will be brought to the bidder’s 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.
- (6) Bidders are not allowed to submit multiple or alternative tenders.
- (7) The Public Procurement Board is not bound to accept the lowest or any tender and has the right to accept and reject any tender offers.
- (8) Tenders will be evaluated base on the criteria outlined in this document.

- (9) Tenders must be submitted 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.
- (10) Tenderers must submit with their tender proposal for training of staff in the use of the vehicle.
- (11) The vehicle to be supplied must be in a brand new condition.
- (12) Tenderers must provide a detailed statement of length of warranty on the vehicle.
- (13) Tenderers must provide the Government of Montserrat with all user manuals and other operating instructions which are supplied with the vehicle. All manuals must be written in English.
- (14) The currency to be used in the completion of this document is **Eastern Caribbean Dollars (XCD)**. In addition, the subsequent contract would also be based in **Eastern Caribbean Dollars (XCD)**. In the event that you trade in US currency, the exchange rate applicable for the US to XCD is US\$1.00 = XCD\$2.7169.

3.0 FORM OF TENDER

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

Dear Sir/Madam,

Re: Tender for the Supply and Delivery of One (1) Mechanic’s Service Truck

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

EC\$.....
(words).....
.....
.....

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

Name:.....

Signed.....

Name of firm (If Applicable)

Address.....
.....

Tel No:

Fax No:

Email:

Date:

4.0 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.**

Criteria Description	Weight (%)
Administrative Compliance	Pass/Fail
Price	30
Warranty length and inclusiveness	10
Technical Support / Training (before and after sales)	15
Availability (Delivery Time)	15
Adherence to Specification	30

Tenderers that fail to meet the minimum score of 65% will not be considered for award of contract by the Tender Evaluation Committee.

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. In addition, they need to provide a financial breakdown of the vehicle to be supplied. This should include but not limited to cost of the vehicle, shipping cost, training cost and cost related to after sales support. A valid Tax Compliance Certificate need to be submitted with their submission if the company is locally based. Tenderers should sign and date the Anti-Collusion statement. Similarly, details of warranty to be provided as well as after sale support need to be submitted. This is a pass/fail criterion. If all the above requirements are fulfilled the tenderer would move onto the other evaluation criteria. If any of the above mentioned items are not submitted the tender would be deemed non-compliant and rejected.

Price (30%)

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 vehicle 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.

Warranty Length & Inclusiveness (10%)

Tenderers should provide in their tender the terms and condition and length of any warranty provided with the sale of the vehicle. Marks will be awarded on the basis of warranty length and the comprehensiveness of coverage. The price should be inclusive of insurance to Montserrat. The percentage for this criterion will be calculated in proportion to warranty submissions from other tenders.

Technical Support / Training (before and after sales) (15%)

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 training to our technicians and equipment operators, in addition to other essential after sale services such as the availability of spare parts. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

Availability (Delivery Time) (15%)

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

Technical Specifications (30%)

Adherence to technical specification is paramount. However, consideration will be given to chassis and body robustness, manoeuvrability, comfort level of operators and enhanced safety features. Marks will be awarded depending on the degree of compliance with the technical specifications as compared with the other tenders.

GOVERNMENT OF MONTSERRAT (GOM)

GENERAL CONTRACT CONDITIONS FOR THE SUPPLY OF ONE (1) MECHANIC'S SERVICE TRUCK

This Agreement is made the day of **2016** 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**" which expression shall where the context so admits include its servants and agents) of the one part and, whose address is acting herein and represented by) (Hereinafter referred to as "**the Supplier**" which expression shall where the context so admits include its servants and agents) of the other part, hereinafter together referred to as "the Parties".

1. INTERPRETATION

In this Agreement the following expressions shall have the following meanings:

"Contract" means this agreement concluded between the GOM and the Supplier and includes its Schedules; the Invitation to Tender for the Supply and Delivery Of One (1) Mechanic's Service Truck to facilitate the rebuilding of engines and other mechanical components; the tender instructions, scope of works and the outcomes, deliverables and considerations outlined therein; the Supplier's Tender submission dated (Hereinafter called the Supplier's Tender submission); and other documents which may be incorporated or referred to herein;

"Purchaser" means **GOM**.

"Supplier" means the company which has responsibility for Supplying and Delivering of the Milling Machine.

"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.

"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 the sourcing, Supply and Delivery Of One (1) Mechanic's Service Truck, all training, after sale support and 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 One (1) Mechanic’s Service Truck, the details of which are outlined in the tender dossier as circulated and published and which has been provided to the Supplier.

Unless otherwise specified, the following rules of construction and interpretation apply:

- i. Captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof.
- ii. Use of the term “including” will be interpreted to mean “including but not limited to”;
- iii. Whenever a Party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;
- iv. The Schedules are an integral part of the Agreement and are incorporated by reference into this Agreement.

VARIATIONS OF CONDITIONS

2.1 The Supply and Delivery of One (1) Mechanic’s Service Truck shall be carried out in accordance with the terms of this agreement and the requirements and deliverables as outlined in the Tender dossier 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.

SHIPMENT

3.1 The Parties agree that the Mechanic’s Service Truck which meets the Specifications will be delivered CIP by sea to Montserrat.

3.2 The Parties agree that it will be responsibility of the Supplier for making the necessary arrangement for Customs clearing and transportation of the Mechanic’s Service Truck to the necessary location at the Public Works Department Workshop.

NON-DELIVERY

4.1 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 clause 15 herein and 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:

- (a) 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,
- (b) The GOM shall recover from the Supplier any sum or sums paid to the Supplier in respect of the services not delivered. Also, the GOM shall be able to recover from the supplier any increased costs resulting from obtaining supplies from an alternative supplier.

PAYMENT

5.1 As full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the Supplier a Sum of (**\$.....**) inclusive of any relevant taxes and fees in the intervals outlined in Schedule 2.

5.2 The GOM will pay the sums as outlined in Schedule 2, against original invoices delivered to the GOM by the Supplier. Except as provided in Schedule 2 the invoices will be paid within 30 days of receipt of an invoice, provided that GOM may give notice in writing of its intention not to pay all or part of a particular invoice 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 which cannot be remedied;

and upon giving such notice the GOM may withhold payment accordingly.

5.3 GOM, whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier, the same may be deducted by GOM 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.

5.4 Except in the circumstances provided for under clause 5.2 above, 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.

5.5 Except in the circumstances provided for under clause 5.2 above, any payment made after the due date for payment shall attract interest at a rate of 2%

per centum per month.

INDEMNITY AND INSURANCE

6.1 Subject to clause 6.2 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:-

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

6.1.2 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.

6.2 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 a sum equivalent to three (3) times the fee payable under this Contract.

6.3 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.

INSURANCE

7.1 The Supplier shall insure against its full liability under this Contract.

7.2 The Supplier shall produce to **GOM**, upon request, documentary evidence that insurance is properly maintained.

ASSIGNMENT

8.1 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.

8.2 The Supplier shall not: -

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

8.2.2 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.

CONFIDENTIALITY

9.1 All information, requirements, documents and other data which a party may have imparted and may from time to time impart to the other party 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.

9.2 A party 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 other party except upon authorization of that other party. A party shall not seek to acquire any such information outside of the performance of its duties under this Contract.

9.3 Each Party 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 other party's prior written consent.

9.4 The obligations of confidentiality shall not apply to information:

- (a) Which a party, of necessity, needs to exchange with a third party in order to discharge the agreed services;
- (b) Which falls into the public domain through no fault of a party; and
- (c) Which a party is compelled to release, by order of any statutory and/or regulatory body having jurisdiction over the Supplier

9.5 The obligations set forth in this Clauses 9 shall expire two (2) years after the termination of the Contract.

BRIBERY AND CORRUPTION

10.1 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: -

- (i) Any party has offered or given or agreed to give to any person any gift of 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
- (ii) 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

(iii) In relation to any contract with the **GOM** the Supplier or person employed by it or acting on its behalf shall: -

- (a) Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
- (b) Have given any fee or reward, the receipt of which is an offence, under the relevant laws.

10.2 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.

TERMINATION

11.1 The **GOM** may terminate this Contract in any of the circumstances set out in 11.2 below by giving to the Supplier notice in writing where the Supplier: -

- (i) commits a 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;
- (ii) 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;
- (iii) has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- (iv) has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- (v) has an administrative receiver appointed;
- (vi) 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
- (vii) 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;

and termination in any such circumstances will be without prejudice to any accrued rights or remedies under this Contract.

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

- (a) 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;

- (b) Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;
- (c) 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.

WAIVER

12.1 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.

COMPLETE CONTRACT

13.1 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.

GOVERNING LAW

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

FORCE MAJEURE

15.1 Where the performance by a Party of their obligations under this Contract is delayed, hindered or prevented, this inability of the Party to fulfil its performance obligations under this Contract shall not be considered to be a breach of or default under this Contract if such inability arises from an event of Force Majeure, provided that the Party affected shall within five (5) days of the force majeure event relied on, inform the other Party about the occurrence of such an event and state the anticipated delay in the performance of this Contract.

15.2 If the Supplier is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the GoM shall upon receipt of notice under 15.1 have the right to terminate this Contract on giving to the Supplier fourteen (14) days' notice.

15.3 Notwithstanding the provisions of sub-clauses 15.1 and 15.2 above the parties may mutually agree in writing to extend the period for performance of the

obligations of the Contract.

NOTICES

16.1 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.

16.2 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

MEDITATION AND ARBITRATION

17.1 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

A. SUPPLIER

Name :.....

Designation :.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. GOM

Name: Beverley Mendes

Designation: Permanent Secretary, MCWL

Signature.....

Witness Name.....

Designation.....

Signature.....

SCHEDULE 1**SERVICES/TASKS/DELIVERABLES/TIMELINES**

- a) The Supplier will provide the services in accordance with the standards and timelines outlined herein:

Services	Tasks/Deliverables	Timeline

SCHEDULE 2**Payment Profile**

Subject to the provisions of Clause 5.1 Of the Contract, the sums specified in Clause 5.1 Of the Contract will be paid to the Supplier in the following Intervals:

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.....2016

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

5.0 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?	Sole Proprietorship
		Partnership
		Limited Liability
		Others
2	How many years has your entity been in operation?	(0-1)
		(1-3)
		(3-5)
		(5-10)
		(10 & Over)
3	Number of Employees within your entity?	(1-5)
		(6-10)
		(11-15)
		(16 & Over)
4	How many similar contracts has your entity successfully completed in the last 2 years?	(1-3)
		(4-6)
		(7-9)
		(10 & Over)
6	What is the highest sum of any of the contracts completed in the last 2 years?	(50-100)K
		(101-200)K
		(201-400)K
		Over 400K
7	Has your entity failed to complete a contract for a public or private entity?	YES
		NO

(TICK WHERE APPLICABLE ABOVE)

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

6.0 TENDER CHECKLIST

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

- (1) Comprehensive costed financial proposal.
- (2) 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.
- (3) Identification Details of the tenderer or Business
- (4) Statement of capability, confirmation and details for the provision of technical support and training
- (5) Copies of required credentials
- (6) Detailed Training Proposal
- (7) Evidence of similar contracts over the past ten (10) years.
- (8) Tax/social security Compliance Certificate (if locally based)
- (9) Warranty Information on Vehicle
- (10) Operating and Service Manuals (all in English)
- (11) Signed Anti-Collusion Statement