



Ministry of Education, Youth Affairs & Sports

P O Box 103

Government Headquarters

Brades

Montserrat

Tel: 664-491-2541/2542

Fax: 664-491-6941

Email: education@gov.ms

Ref: MEYA&S/E/C/117

16th August 2017

Dear Sir/Madam

Re: TENDER TO FIX A LEAKING CONCRETE ROOF AT SALEM NURSERY SCHOOL

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

1. Instruction to Tenderers
2. Tender Document Check List
3. Form of Tender
4. Technical details of proposed solution
5. General Conditions of Contract
6. Anti-Collusion Statement
7. Evaluation Criteria

The tender package can be accessed on the Government of Montserrat website at www.gov.ms. Please return the completed tender documents of the priced and signed Form of Tender, Completed Document Check List, signed anti-collusion statement, and a copy of your **tax compliance certificate (if locally based)**. These should be placed in a plain sealed inner envelope and addressed to:

**The Departmental Tenders Committee,
Ministry of Education Youth Affairs and Sports,
Government Headquarters,
MSR1110.**

The name of the project should also be written on this inner envelope and should read, **“TENDER TO FIX A LEAKING CONCRETE ROOF AT THE SALEM NURSERY SCHOOL”**

The name of the tenderer should also be written on the inner envelope.

This envelope should be placed into an outer envelope addressed to

**Departmental Tenders Committee
Ministry of Education Youth Affairs and Sports,
Government
Headquarters,
MSR1110,
Montserrat.**

The name of the project should also be written on this outer envelope and should read, **“TENDER TO FIX A LEAKING CONCRETE ROOF AT THE SALEM NURSERY SCHOOL”**. The outer envelope should bear no identification of the tenderer.

Tenders are to be received no later than **2:00 p.m. on 6th September 2017**. Please ensure that no additional marks are placed on the outer envelope.

Tenders are to be taken to the Ministry of Education Office in Brades where the tenderer would place his/her tender in the Tenders Box and be given a receipt after this is completed.

A site visit will be arranged for **Wednesday 23rd August at 10.00am** at the Salem School site. Any queries relating to the tender or works included should be made in writing to Glenn Francis, Acting Permanent Secretary, Ministry of Education Youth Affairs and Sports at francisg@gov.ms no later than **2.00pm on 29th August 2017**.

Yours sincerely



.....

**Glenn Francis B.Ed., M.Sc.
Permanent Secretary (Ag.)**

MINISTRY OF EDUCATION YOUTH AFFAIRS AND SPORTS

TENDER TO FIX A LEAKING CONCRETE ROOF AT THE SALEM NURSERY SCHOOL

Introduction: This is a request for Tender to address a roof leaking problem at the Salem Nursery School which may eventually lead to a works contract depending on the details of the various elements in the Tenders which are submitted.

Context: The Salem Nursery school caters to children primarily from the Salem and St Peters areas. The current building was constructed in 2009 with two activity rooms, an office space a kitchen area and an entry foyer.

The building was built with a pitched concrete roofing system constructed entirely of concrete which has leaked in multiple areas almost from completion. Several and various attempts have been made in the past to correct this problem including the application of liquids and semi-liquid solutions, with limited and at best mixed results.

Objective: The Ministry needs a solution which is sustainable to a minimum of 10 years.

**TENDER TO REPAIR A LEAKING CONCRETE ROOF AT THE SALEM NURSERY
SCHOOL**

INSTRUCTIONS TO TENDERER

Tender Documents and Instructions

Tenderers will be supplied with the Tender Dossier including the invitation letter which is accessible at www.gov.ms/tenders

Tenderers must comply strictly with the following instructions as failure to do so is liable to cause such tenders to be rejected.

Documents to be submitted together with the Form of tender:

1. Tender Document Check List
2. Form of Tender
3. Tax Compliance Certificate
4. Technical details of proposed solution
5. Signed Anti-Collusion Statement

This Tender is based on the Form of Tender, Conditions of contract, Tax Compliance Certificate, Anti-Collusion Statement and the Technical details of proposed solution hereinafter referred to as the Contract Documents.

In preparation of Tenders interested bidders will be allowed to visit the site on their own schedules by prior agreement with the staff of the Ministry of Education.

An onsite visit is scheduled for Wednesday 23rd August at 10.00am and all interested bidders are invited to attend.

Scope of the Works

This Tender is to repair a leaking concrete roof system at the Salem Nursery school. If a Tender is received which is acceptable it will lead to works contract. The solution must be

- **cost effective.**
- **inclusive of the entire roofing system**
- **visually aesthetic**
- **complete**
- **be completed in the minimum time**
- **Guaranteed to last at least 10 years**

Cost effectiveness

This specification relates to the quality of workmanship including the use of products/materials at the minimum cost. Where trade mark or branded products are proposed such products must meet either American or British standards. It also considers the risk or likelihood of a recurrence of leaks within 5 years of completion. Where a liquid or semi-liquid solution is proposed, issues such as viscosity and the thickness of the application will be considered. Where a different fix is proposed, issues such as the ability to withstand wind forces associated with a Category 5 hurricane must be assured.

inclusive of the entire roofing system

The proposed solution must include the entire roofing system as opposed to treatment to areas where leaks may be immediately discernable. The Ministry is concerned about leaks which may develop later hence the need to treat the entire roof.

complete

Depending on the solution which is proposed, a method of disposal of rain water may need to be included in the Tender for completeness.

completed in the minimum time

If a suitable Tender is accepted and a works contract is awarded, the likelihood is that work will commence while school is in session. In order not to disrupt the operations of the school or distract the children, work will have to be done while school is out, such as on weekends or at night. Whatever the solution which is proposed work will need to be completed within 4 weeks from the award of a works contract.

visually aesthetic

The proposed solution must be attractive to the eye and must not significantly alter the profile of the roof.

FORM OF TENDER

**Departmental Tenders Committee,
Ministry of Education Youth Affairs and Sports,
Brades
Montserrat**

Dear Sir/Madam

Re: TENDER TO REPAIR A LEAKING CONCRETE ROOF AT THE SALEM NURSERY SCHOOL

I/We the undersigned undertake works at the Salem Nursery School 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 all of the labour and plant pursuant to the completion of the project as proposed herein.

If my/our tender is accepted, I/We undertake to complete the works within a period of 4 weeks from the awarding of the contract to commence works.

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.....

TECHNICAL DETAILS OF PROPOSED SOLUTION

| ELEMENTS OF THIS TENDER | DESCRIPTION |
|--|-------------|
| Please provide a narrative description of proposed solution | |
| Please List the required quantities of materials/supplies and their specifications/standards as necessary Please provide a breakdown of cost of these materials and the labour cost | |
| Number of working days to complete work inclusive of week ends NB; work is to be carried out outside of school hours. | |
| Total labour cost to complete works | |
| Total estimated material costs | |

Tender Checklist – TENDER TO REPAIR A LEAKING CONCRETE ROOF AT THE SALEM NURSERY SCHOOL

Project Title **TENDER TO REPAIR A LEAKING CONCRETE ROOF AT THE SALEM NURSERY SCHOOL**

Tender issue date: **16th August 2017**

Tender deadline date & time: **6th September 2017, at 2.00pm**

Below are the following documents that are to be provided for a Supplier's Tender to be compliant. All Tenderers and or their representatives are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the Tender being considered non-compliant and rejected.

Required Documents

Completed and **Signed Form of Tender**. The Form of Tender document shall be signed by a person legally authorised to bind the firm to a contract. The complete tender sum should be clearly written and included in the form of tender, along with the projected order placement and delivery dates.

Valid Tax Social Security Compliance Certificate (if locally based)

Signed Anti-Collusion Statement

Completed Technical Details of Tender

.....

.....

Signed on behalf of Contractor

Date

EVALUATION OF TENDER

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

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 Tender will be advanced to the next stage of evaluation.

Criteria for Evaluation

| Criteria Description | Weight (%) |
|--|------------|
| Technical details of proposed solution | 30 |
| Time frame | 10 |
| Programme of Works | 10 |
| Cost | 50 |

Technical Details of proposed solution (30%)

Tenderers are required to submit a Method Statement which describes the proposed solution to solve the leaks of the roof. It should be used to help manage the work and ensure that the necessary precautions have been communicated to all parties so the wellbeing of the workforce is not affected. Tenderers should provide a fully detailed outline of the work task or process which should be completed in carrying out the said works. This will help identify risks and set control for specific health and safety risks identified (example use of plant and protection for working on a School Site). Risk control strategies and procedures should also be identified to ensure that all the significant Health and Safety risks can be minimized. Tenderers method statement must include who is responsible for the risk and how to eliminate (or reduce as far as possible) the possibility of an accident occurring where individuals may suffer injury or work related illness, or where property may be damaged. This criterion would be assessed by a 30% weighting.

Time Frame (10%)

It is likely that this project will be incomplete by the time school reopens in September, and in order to avoid disruption to the operations of the school it will be necessary for the works to be undertaken outside of school hours such as evenings and weekends. It is expected that the project will be completed with 4 weeks of the issuance of a works contract. This criterion is worth 10 weighted points.

Programme of Works (10%)

Tenderers are required to provide an accurate detailed programme of works showing a list of all activities which would be carried out to complete the works including time frames for each activity. The programme should effectively show start and end dates, duration of key activities, the total duration for completing the works and hand over dates. Programmes with the necessary requirements would be assessed and require a minimum percentage of 10%.

Financial Compliance (50%)

The tendered price is a significant component and the Government of Montserrat will seek to ensure that the works are undertaken at the **Most Economically Advantageous Tendered Price**. Nonetheless the Government of Montserrat is not bound to accept the lowest or any tender. However, there are other factors that will be considered proportionately:

The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenderers. This final comparison would be assessed and tenderers can obtain a maximum weighting up to 50%.

Explanation of Documents

If any point/s in the documents issued for the purpose of tendering are not clear, the tenderer is especially asked to send a clarification request in writing by email to Glenn Francis, Acting Permanent Secretary, Ministry of Education Youth Affairs and Sports at francisg@gov.ms

Statements to Tenderer

Neither the Employer Government of Montserrat, nor any of its agents or servants shall be bound by, or held liable for any statement made or delivered to any proposer unless such a statement shall have been confirmed by a circular letter to TENDERERS issued by the Government Architect.

Tenderer to Investigate Before Tendering

The tenderer will be deemed to have read and examined all the documents and he/she shall satisfy him or herself as to all matters and contingencies which can in any way influence his or her tender. Any neglect or failure on the part of the tenders to obtain reliable information upon any matters affecting the cost, execution, completion of the Works and the Contract shall not relieve the persons whose Tender is accepted from any risks or liabilities for the complete Works, nor will any claim for increase of the Contract be entertained as a result of such negligence.

Potential tenderers are required to visit and examine the site and its surroundings, and he/she may obtain for him or herself all the information that may be necessary for compiling his or her tender. He/she must examine the tender documents and ascertain all the risks and obligations which the Contract will impose on the Tenderer.

A submission of tender documents shall therefore be considered conclusive evidence that the tenderer has satisfied him or herself of all the risks and obligations which the Contract will impose.

The tenderer shall submit his or her tender with the understanding that the tender documents are intended to cover all the work within the scope of the Contract, and that unless expressly excluded, any and all labour and materials not indicated therein, but necessary to complete any part of work, shall be considered as included and shall be furnished.

Any alteration made by a tenderer to the documents issued for the purpose of tendering or omission by him/her to complete fully and return every document as required by this notice to tenderers, unless otherwise expressly instructed by the Government Architect, may preclude consideration of the tender by the Employer. Should any further information be required, it will be supplied on request by the Government Architect.

Currency of Tender

Tenders shall be priced in Eastern Caribbean Dollars. Rates and prices shall be inclusive of all locally applicable taxes. In order to keep the bidding process as fair and simple as possible, please bid as a **duty paid** project.

The tenderer must familiarize himself/herself with the workings of the Customs Department and shall allow for the costs of and shall accept responsibility for preparing and processing the necessary documents involved in the importation of all materials, etc. to be incorporated in the Works.

The tenderer must allow for all Wharfage Dues, Package Tax, Importer's Licenses (where applicable), Stamp Duties, taxes and charge that may be required.

Special rules are in force in respect of the importation of plant, scaffolding, tools, equipment and consumable stores that are not incorporated in the Works. The Tenders must allow for the result of licenses, bonds deposits, duties, taxes, stamp duties or any other charges that may be required.

Return of Tenders

Tenders shall be sent to:-

**Departmental Tenders Committee
Ministry of Education Youth Affairs and Sports,
Government Headquarters,
MSR1110,
Brades,
Montserrat**

Tenders shall be made on the appropriate Form of Tender included in the tender documents. The complete tender shall be submitted in a plain sealed envelope or package clearly marked on the outside:-

The outer envelope or package shall bear no indication of the identity of the sender.

Tenders shall reach the above address no later than **as indicated on the invitation to tender.**

Information to be Completed by the Tenderer

Tenderers shall complete the documents so provided. Each tenderer must contain the name, residence and place of business of the person or persons making the Tender and must be signed by the Tenderer with his usual signature. Tenders by partnership must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorised representative followed by the signature and designation of the person signing. Tenders by corporation to be signed with the legal name of the corporation followed by the date and name of the State of incorporation and by the signature and designation of the President Secretary or other person authorized to bind it in the matter. Satisfactory evidence of the authority of the signer on behalf of the firm shall be furnished.

Responsibility for Tender

The Employer, Government of Montserrat will not be responsible for, or pay for, any expense or loss which may be incurred by the tenderer in the preparation of his tender.

Rates

Increases / Decreases in Cost of Labour and Materials

Increases / decreases in the current cost of labour and materials subsequent to the date for closing of Tenders will not result in an adjustment to the Contract Price.

Basic unit costs of labour and certain materials upon which the Tender is based and upon which day works and variations will be considered shall be listed in the Schedule listed in the preliminary Appendix. These Schedules shall be completed and submitted with the Tender submission. Failure to submit them may lead to disqualification of the Tender.

Bribery

The offer of a bribe or other inducement to any person with the object of influencing the placing of the Contract will result in instant rejection of the tender concerned.

Time for Commencement

Tenderers are advised that the actual work of this Contract must not be started until a "**Notice to Commence Work**" has been issued by the Acting Permanent Secretary. The Contractor shall, however, commence work no later than the date specified in the above Notification.

Time for Completion

The time for completion for the complete contract shall be completed within the time specified in the Form of Tender.

Validity of Tender

The tender shall be valid for 90 calendar days from the date fixed for public or private opening of tenders. During this period the tender is irrevocable. The Employer shall notify the successful tenderer (if any) of its acceptance within the period of the tender validity. The Tenderer to whom the award is made will be required to enter into an agreement with the Employer. This agreement will be of the form that is in the Tender Documents, and stated earlier.

Acceptance of Tender

The Employer, Government of Montserrat, does not bind itself to accept the lowest or any tender nor to assign any reason for the rejection of any tender. Tenders may be declared void if the tendered sum exceeds the funds available for the works.

Errors in the Tender

Errors discovered in a Contractor's Tender will be dealt with as follows:

The Contractor will be given details of such errors and afforded an opportunity of confirming or withdrawing his offer. If the Contractor withdraws, the tender of the second most advantageous tenderer will be examined, and if necessary this Contractor will be given a similar opportunity.

GOVERNMENT OF MONTSERRAT
GENERAL CONDITIONS
OF
CONTRACT

GENERAL CONDITIONS

1 Definitions

- a) The “Contract” means these General Conditions together with the Specifications and includes the contract agreement
- b) The “Employer” means the Government of Montserrat
- c) The “Quantity Surveyor” means a duly authorized representative of the Employer
- d) The “Government Architect” means a duly authorized representative of the Employer
- e) The “Contractor” means the company appointed to carry out the works
- f) The “colony” means the colony of Montserrat
- g) The “Site” means the areas and/or places where on or in which the Works are to be carried out
- h) The “Works” means the works to be executed in accordance with this Contract as described in the Specifications
- i) The “language” of the Contract shall be English
- j) The “Law” applicable to the Contract, shall be the Laws of Montserrat
- k) The “Supervising Officer” means the Permanent Secretary or the Accounting Officer for a particular Government Entity.

2 Contract Document - Priority

- 1) Contract Agreement
- 2) Specifications
- 3) Conditions of Contract
- 4) Any other document forming part of the Contract

3 Extent of Contract

The Contract comprises of all works pursuant to the repairing of all leaks in the concrete roof as described in the scope of works and specifications, and to supply all necessary labor, plant and temporary works to complete the described works as are required by the scope of works.

4 Power to Vary or Omit

a) The Employer reserves the right to vary from time to time during the progress of the works, the Specifications and shall in writing, notify the Contractor of such variation. If the instructions are given orally, they shall, within **two (2)** days be confirmed in writing by Acting Permanent Secretary, in the event of any such variation involving an alteration in the cost, or in the period required for completion an agreed revision of contract price and/or time of completion may be made, any such alterations should be deemed part of the Contract.

No variation, alteration or addition to the work indicated in the Specification shall be made unless the written instruction of the employer has been obtained.

5 Assignment of Contract

Neither the Employer nor the Contractor shall, without the written consent of the other, assign this Contract or any rights thereunder.

6 Supply Materials

The Employer shall make all reasonable efforts supply in a timely manner only such materials as requested and agreed with the contractor.

7 Workmanship

- i. The Contractor shall at all times carry out his work in accordance with the Laws of Montserrat.
- ii. The Employer may, during the course of the Contract inspect any completed or part-completed work of the Contractor. If the Employer is not satisfied with such work, he/she shall in writing, inform the Contractor of his dissatisfaction.
- iii. Notwithstanding any such progress inspection by the Employer the Contractor shall at all times proceed diligently with performance of the Contract. On completion of the works, the Contractor shall satisfy the Employer as to the quality and fitness of the work.

8 Removal of Debris

The Contractor shall remove all debris caused by their work periodically as it accumulates and shall leave the site clean on completion of the Contracted Works.

9 Supervision of Works and Skilled Workmen

The Contractor shall provide all necessary superintendence during the execution of the works.

The Contractor shall employ in and about the execution of the Works only such persons who are carefully skilled and experienced in their respective several trades.

The Supervising Officer could (but not arbitrarily or vexatious) issue instructions requiring the exclusion from the Works of any person employed thereon.

10 Contractor's Equipment

The Contractor shall provide at their own cost all tools and equipment necessary for the purpose of carrying out the specified Work in an organized and expeditious manner.

11 Payment Fees

The Contractor shall be responsible for the payment of all fees necessary for the completion of the Contract required by a Statutory Authority within or without the Colony.

12 Safety

The Contractor is responsible for the safety of all persons employed by him. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety procedures, safety precautions and safety programs in connection with the performance of the contract.

- a) He or she shall in no way carry out any work that could be seen to endanger the life of any of his/her employees or of any member of the general public, including any other employee of the employer.
- b) The Contractor is responsible for ensuring the protection of all Teachers and Children throughout the contract period against dust, and or physical injury.

14 Injury to or death of a person

The Contractor shall be liable for and shall, indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or Common Law in respect of personal injury to or death of any person arising out of or in the course of or caused by the carrying out of the Works.

15 Damage to Property

The Contractor shall be liable for and must indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission and default of the Contractor.

16 Evidence of Insurance

The Contractor shall produce such evidence as the Employer may reasonably require that the insurance's referred to herein have been taken out and are maintained at all material times until contract completion.

17 Payment to the Contractor

Payment to the Contractor will be made on completion of the works except that a **retention of 10%** will be held from that payment. Such retention money will only be released at the end of the warranty period provided that all works have been executed to the satisfaction of the Employer.

18 Warranty Period

A warranty period of 12 months is part of the Contract agreement, during which time the Contractor bears the full responsibility for the execution of maintenance of the works and any repairs or correction which might become necessary to any part of the works due to the failure and incorrect performance of the Contractor or any of his Sub-contractors.

19 Handing Over Completed Works (Practical Completion)

The Contractor shall **notify** the Employer in **writing** of his completion of the contracted Works. The said work shall be subject to the satisfaction of the Employer and the statutory body having jurisdiction that all the Works is completed and in good order. The Supervising Officer shall **certify** the **date** when in his/her opinion, the works have reached practical completion. This date shall be the date of commencement of the **warranty period**.

20 Matters not Contained in the Contract

Any matter not explicitly provided for within this Contract shall be in the matter of a separate agreement between the Employer and Contractor. Any such agreement shall be part of his Contract.

21 Matter of Disagreement/Resolution

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 equally, excluding individual attorney fees associated with the mediation process.

24 Contract Documents

- a) The Contractor shall receive two complete copies of Contract Documents
- b) Subsequent to the commencement of the Contract, the Contractor shall receive a copy of all additions to and amendments to the Specifications

or

25 DETERMINATION OF THE CONTRACT

- 1) Default by the Contractor

If, before the date for practical completion, the Contractor shall make a default in any one or more of the following respects:

- a) Without reasonable cause he wholly or substantially suspends the carrying out of the works, or
- b) He fails to proceed regularly or diligently with the works, or
- c) He refuses or neglects to comply with a written instruction given by the Acting Permanent Secretary and by such refusal or neglect the works are materially affected Permanent Secretary may give to the Contractor a notice specifying the default or defaults.

If the Contractor continues with the default for 14 days from the issue of the notice under the contract the Employer may by a further notice to the Contractor determine the employment of the Contractor under this Contract. Such determination shall take effect on the date of receipt of such further notice.

A notice of determination shall not be given unreasonably or vexatiously.

- 2) Consequences of determination under clause 25.i.

The Acting Permanent Secretary shall determine the amount due to the Contractor which shall include loss, damage or expenses incurred by the Employer as a direct consequence of the determination. A final payment will be prepared conferring determination.

3) Default by the Employer

- a) If the Employer does not pay by the final date for payment the amount properly due to the contractor in respect of any certificate and/or any VAT properly chargeable on that amount; or
- b) Interferes with or obstructs the issue of any certificate due under this contract; or
- c) If before practical completion of the Works, the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for a continuous period of one month or more by reason of:
 - d) Permanent Secretary's instructions and/or;
 - e) Any impediment, prevention or default, whether by act or omission, by the Employer, The Permanent Secretary or any person for whom the employer is responsible.
 - f) (but in either case excluding such instructions, then, unless in either case that is caused by the negligence or default of the Contractor or his Employees, Agents or sub-contractors, the Contractor may give to the Employer a notice of specifying the event or events (the specified suspension event or events')
- g) If a specified default or a specified suspension event continues for 7 days from the receipt of notice, the Contractor may on, or within 10 days from, the expiry of that 7-day period by a further notice to the Employer terminate the Contractor's Employment under this Contract.

3) Determination by the Contractor or Employer

If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more

- a) Force majeure, or
- b) The Acting Permanent Secretary instruction

Then the Contractor or the Employer may upon expiry of the period of the suspension give notice in writing to the other that unless suspension is terminated within 7days after the receipt of such notice.

The Employer shall pay to the Contractor, the total value of the work properly executed at the date of determination of the employment of the Contractor, such value ascertained in accordance with the conditions as if the employment of the Contractor had not been determined

A notice of determination shall not be given unreasonably or vexatiously.

26 **SUSPENSION OF THE UNCOMPLETED WORKS**

The Permanent Secretary may issue instructions in regard the postponement of any or all the works to be executed under this contract.

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.....2017

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

.....