



Office of the Premier

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Our Ref: OP/1/3/22

July 19th, 2018

Dear Sir/Madam,

Tender for Montserrat Ferry Services:

ADDENDUM No. 1: Revision to Section 7 – Standard Terms and Conditions for Services

Please refer to the Revised Section 7 - Standard Terms and Conditions of Contract for Services below.

2. These Terms and Conditions supersede Section 7 that formed part of the Invitation To Tender for Montserrat Ferry Services issued on the 6th July 2018.
3. Kindly note that when completing and signing the Form of Tender you will be agreeing to accept these Standard Terms and Conditions. These terms and conditions are non-negotiable and will form part of the final contract issued to the successful bidder.
4. The successful bidder will be required to sign the contract immediately after accepting the award.

Yours sincerely,

Daphne Cassell (Mrs)
Permanent Secretary
Office of the Premier

7. Standard Terms and Conditions of Contract for Services

7.1. Definitions

7.1.1. In these Conditions: “the Condition(s)” mean the standard terms and conditions of Contract for services as set out in this document; “Charging Rates” shall be construed as those excluding any applicable Value Added Tax;

7.1.2. “the Contract” means the agreement concluded between the Contracting Authority and the Contractor for the supply of Services, including all specifications, plans, drawings and other documents which are relevant to the Contract and also such of these Conditions as are included (with or without modification) expressly or by reference in the terms and conditions of the Contract;

7.1.3. “the Contract Price” means the price exclusive of any applicable Value Added Tax, payable to the Contractor by the Contracting Authority under the Contract for the full and proper performance by the Contractor for the Contract;

7.1.4. “the Contracting Authority” means the Government of Montserrat;

7.1.5. “the Contractor” means the person who undertakes to supply the Services under and in accordance with the Contract and, where the Contractor assigns the rights and obligations under the Contract to another person with the prior written consent of the Contracting Authority, that other person;

7.1.6. “Government Property” means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Contracting Authority or its authorised representative;

7.1.7. “Loss” includes destruction;

7.1.8. “Month” means calendar month;

7.1.9. “Person” includes a corporation, partnership, individual.

7.1.10. "the Services" means the services to be supplied under the Contract.

7.1.11. "Confidential Information" means information, data and material of any nature which either party to the Contract may receive or obtain in connection with the operation of the Contract and, which comprises Personal Data or Sensitive Personal Data (as both terms are defined by Montserrat Law, or in its absence defined by the UK Data Protection Act 1998); which is listed in the Schedule to the Contract; the release of which is likely to prejudice the commercial interests of the Contracting Authority or the Contractor respectively; or which is a trade secret;

7.2. Acts by the Contracting Authority

7.2.1. Any decision, act or thing which the Contracting Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised, either generally or specifically, by The Contracting Authority to take or do that decision, act or thing.

7.3. Services of Notice

7.3.1. Any written notice or other written communication which any party to the Contract is required to give under the Contract shall be deemed to be sufficiently given if sent by recorded or registered post to the last known address of the other party to the Contract.

7.4. Assignment and Sub Contracting

7.4.1. The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Contracting Authority.

7.4.2. Contractor shall not give, bargain, sell, assign, sub-Contract or otherwise dispose of the Contract or any part thereof without the previous consent in writing of the Contracting Authority.

7.5. Government Property

7.5.1. All Government Property issued in connection with the Contract shall remain the property of the Contracting Authority and shall be used in the execution of the Contract and for no other purpose whatsoever save with the prior approval in writing of the Contracting Authority.

