

**MINISTRY OF HEALTH AND SOCIAL SERVICES
MAINTENANCE**

Tender for the Connection of Dental/St
Johns Nursery to Environmental
Generator

August 2018



Ministry of Health & Social Services

*P. O Box 24,
Brades,
Montserrat. W. I.*

Tel: (664) 491-2552/2880

Fax: (664) 491-3131

Email: mehcs@gov.ms

5th October 2018

Dear Sir/Madam,

Re: Tender for the Connection of Dental/St Johns Nursery to Environmental Generator

You are invited to submit a Tender for the above named project. Tender documents can be accessed by visiting the two websites below;

- Copies can be downloaded from the Government of Montserrat website at <http://www.gov.ms/tenders/>

The tender dossier consists of the following documents;

1. Instruction to Bidders
2. Invitation to Tender
3. Service Specifications
4. Bill of Quantities
4. Evaluation Criteria
5. Form of Tender
6. Form of Agreement
7. Anti-Collusion Statement
8. Document Check List

Tenders are to be received no later than 12:00pm midday on Wednesday 24th October 2018.

Please note Public Tender Opening will be at 2.00pm on Wednesday 24th October 2018.

Any queries and clarifications are to be sent via email to Mrs. Camille C. Thomas-Gerald GERALDCC@gov.ms no later than 15th October 2018.

A site visit will be held on Friday 12 October 2018 at 10:00am. Any queries relating to the tender should be made in writing to the Chairman Departmental Tenders Committee, Ministry of Health and Social Services.

Yours faithfully

Camille C. Thomas-Gerald
The Chairperson,
MoHSS Departmental Tender Committee

Instructions to Tenderers

Please read Instructions to Tenderers before completing and submitting tenders, failure to do so may result in tenders being deemed non-compliant and rejected.

Submitting a Tender (Bid)

Submitting a hard copy of your tender

You will need two plain envelopes for the Tender submission
You must follow these instructions, failure to do so may result in the bid being non-compliant and not considered any further.

Envelope 1. 📁

Follow the steps written below:

1. Write the name of the bidder (Tenderer, Supplier) on this envelope
2. Write the name of the project and the address on the envelope as written below;

Supplier Name (Your Company Name)

**Tender for the Connection of Dental/St Johns Nursery to Environmental Generator
Chairman,
Public Procurement Board
Ministry of Finance and Economic Management
Brades, Montserrat**

3. Now put this envelope into another plain envelope (Envelope 2.)

Envelope 2 📁

Continue following the steps below:

4. Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for Tender return.;

**Tender for the Connection of Dental/St Johns Nursery to Environmental Generator
Chairman,
Public Procurement Board
Ministry of Finance and Economic Management
Brades, Montserrat**

***NB: Envelope 2 must not have the Bidders name on it or any other markings.**

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

INVITATION TO TENDER (ITT)

Notice Type: Open Tender Public Procurement Board

1. Contracting Authority's Details

1.1 Name and Address

Official Name: Ministry of Health and Social Services	
Postal Address: E Karney Osborne Building, Little Bay, Montserrat.	
For the attention of: Chairman Public Procurement Board Ministry of Finance and Economic Management Brades, Montserrat	Tel. No.: 664) 491-2552/2880 Fax No: (664) 491-3131
E-Mail GERALDCC@gov.ms	

1.2 Address from where the Tender documentation can be obtained Government of Montserrat website follow link below;
<http://www.gov.ms/tenders>

1.3 Address to where hard copy Tenders must be sent
For the Attention
of **Chairman**
Public Procurement Board
Ministry of Finance and Economic Management
Brades, Montserrat

2. Contract Details

2.1 Tender for the Connection of Dental/St Johns Nursery to Environmental Generator

3. Tender Timetable

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

Action	Dates
Issue Invitation to Tender Notice	5th October 2018
Submissions of clarification Questions	15 th October 2018
Submission of Tenders	24 th October no later than 2.00pm (EST)
Estimated Contract Award Date	November 2018

NB: All questions/clarifications must be sent in writing by email to;

Email;geraldcc@gov.ms

Please note that all questions and answers will be issued to all tenderers that register their interest

Guidance and Instructions

1. The Government of Montserrat General Conditions of Contract will be adopted for this contract.
2. Tenderers must complete the **Form of Tender, Document Check list and Bill of Quantities** for the works. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
3. All works should be carried out in a safe manner and the relevant safety precautions incorporated into all activities.
4. The tenderer must submit a Tax Compliance Certificate from Inland Revenue along with his tender.
5. The Contractor will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.
6. The tenderer will be expected to contact the utility company to ensure that the proposed works do not disrupt any of the services. Tenderers are responsible for repairing any damages incurred to any of the utilities during the completion of the works.
7. All works undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a **20% Withholding Tax deduction from the gross amount**. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms.
8. Tenderers must submit a **proposal for insurance** sufficient to satisfy the requirements for insurance given in the Conditions of the Contract and the Specification. The insurance shall jointly indemnify the Contractor and GOM in the amount not less than EC\$90,000.00.
9. The Government of Montserrat is not bound to accepting the lowest tenderers and has the right to accept and reject any tender offers.
11. Tenderers are not allowed to submit alternative tenders.
12. 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.
13. The most economically advantageous tender will be established by weighing technical quality against price on an 80/20 basis. This means that 80% of the weighting would be allocated to the Tender Price submitted with the remaining 20% being allocated to technical competence of the potential bidders.

14. The Contractor will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.

FORM OF TENDER

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

Dear Sir/Madam,

Re: Connection of Dental/St Johns Nursery to Environmental Generator

I/We the undersigned undertake to construct and complete the above Works in accordance with the General Conditions of Contract, Specifications and Drawings 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.....

Ministry of Health and Social Services – Tender Checklist

Project Title *Connection of Dental/St Johns Nursery to Environmental Generator*
Date scheme advertised 5th October 2018
Tender Deadline Date: 24th October 2018
Tender Deadline Time 1 2:00pm midday

Below are the following documents that should be provided for a contractor’s bid to be compliant. 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 non- compliant and rejected.

Tender Checklist - Required Documents

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

- Completed Bill of Quantities

- Programme of Works

- Insurance Proposal (See Instructions for Tenderer for explanation)

- Tax Compliance Certificate (if locally based)

- Proof of Similar Works Undertaken in the last 3 years

.....
Signed on behalf of Contractor

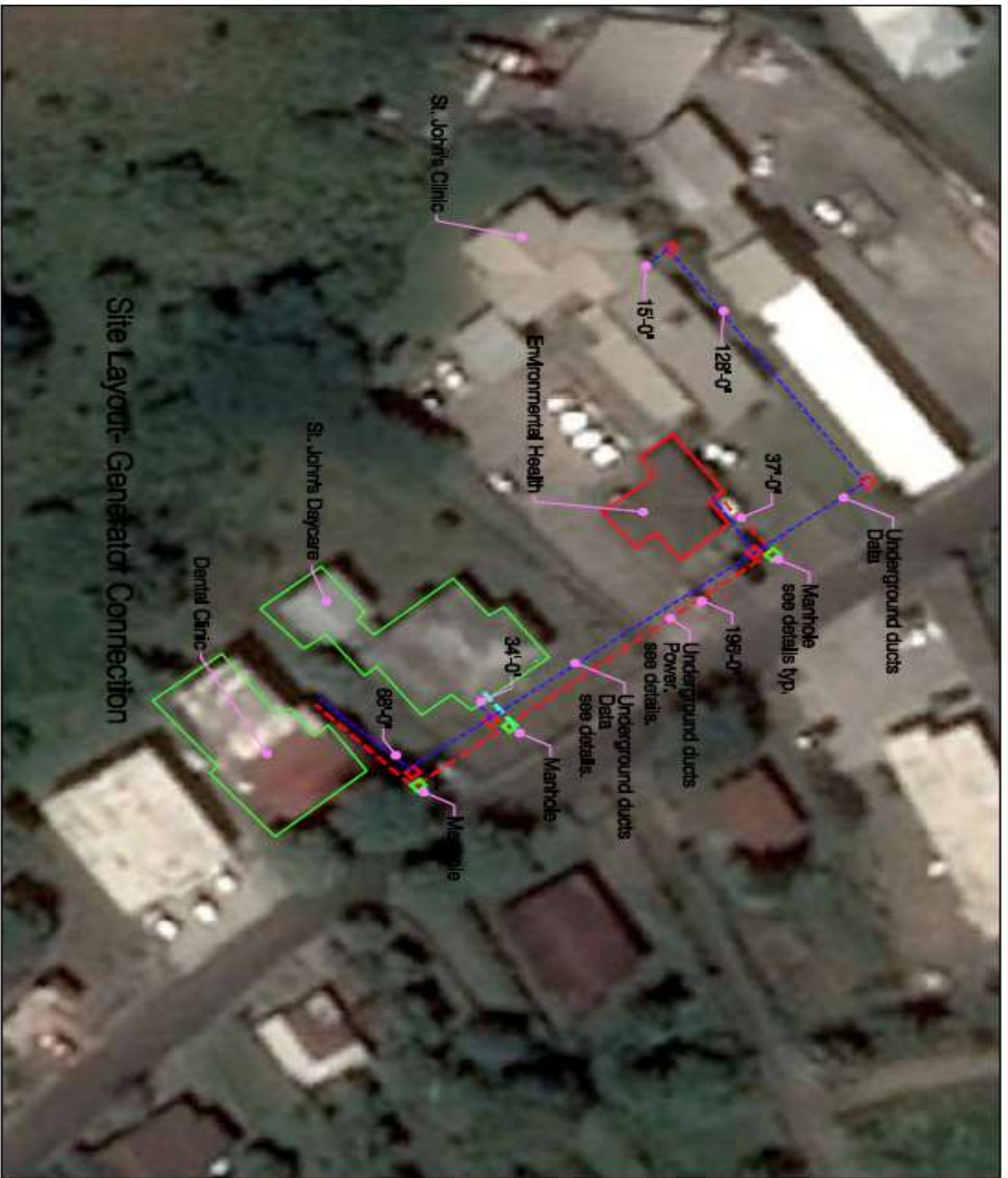
.....
Date

Generator Connection

Scope of Works for Generator Connection

Bill of Quantities

Item	Description	Qty	Unit	Rate	Price
All works measured as per Smm7 and standards are to meet Government of Montserrat (GOM) and OECS building code. Copies of which can be read at PWD Architectural Section					
1-1	Excavate trenches not exceeding 2' -0" wide to place upvc pipe ducts less than 6' diameter, average depth of trench 3'-0", include for clean out, fill and compaction as per sheet# 03	294	yd		
1-2	Supply and install four 70mm, 4-core armored cable in ducts as per sheet# 01	1770	ft		
1-3	Supply and place course sand fill.	21	cy		
1-4	Supply and place gravel fill in trenches	25	cy		
1-5	Supply and place 3" concrete (mix 1:4:6) cover to trenches	9	cy		
1-6	Supply and place approved 6" fill material (clean and free of vegetable matter) and compact	54	cy		
1-7	Supply and install automatic change over switch (125 Amps)	2	No		
1-8	Manhole, size 3'- 4" x 3'- 4" externally, constructed of 6" thick reinforced concrete base with #4 bars at 12" and 8" spacing, 6" thick reinforced concrete walls with #4 vertical bars at 8" spacing and #3 horizontal bars at 12" spacing, 6" concrete cover slab reinforced with 5/8" bars at 6" centres both ways, cement and sand (1:3) rendering to internal sides, with 1/2" diameter rebar handles cast in through pvc cleaves, with 4" pvc pipe filled with 1/2" stone to act as dry well; rate to include excavation, formwork, backfill and disposal; as per sheet# 2	8	No		
1-9	Allow for the protection of staff, students and the general public by providing the necessary signage, protective barriers and caution tapes during the works.		Item		
TOTAL					



Site Layout- Generator Connection

GENERAL NOTES
 1. The generator installation shall be in accordance with the applicable codes and standards for generator installation.

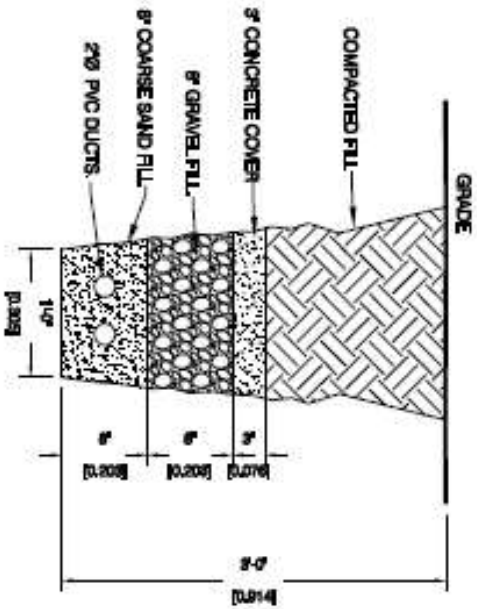
No	Revisions/Issued	By	Date

PWD
 Public Works Department
 P.O. Box 344
 Montreal
 Quebec
 Tel: 514-393-3372
 Fax: 514-393-3415
 Email: pwd@montreal.ca

PROJECT: GENERATOR CONNECTION
 TITLE: SITE PLAN
 DESIGN PWD: JCR # 0
 DRAWN GREEN
 CHECKED PWD

TITLE: SHEET NO.:
 DATE: 13/02/10
 SCALE: 0
01

GENERAL NOTES



Trench Detail w/ Ducts
 Scale 3/4" = 1'-0"

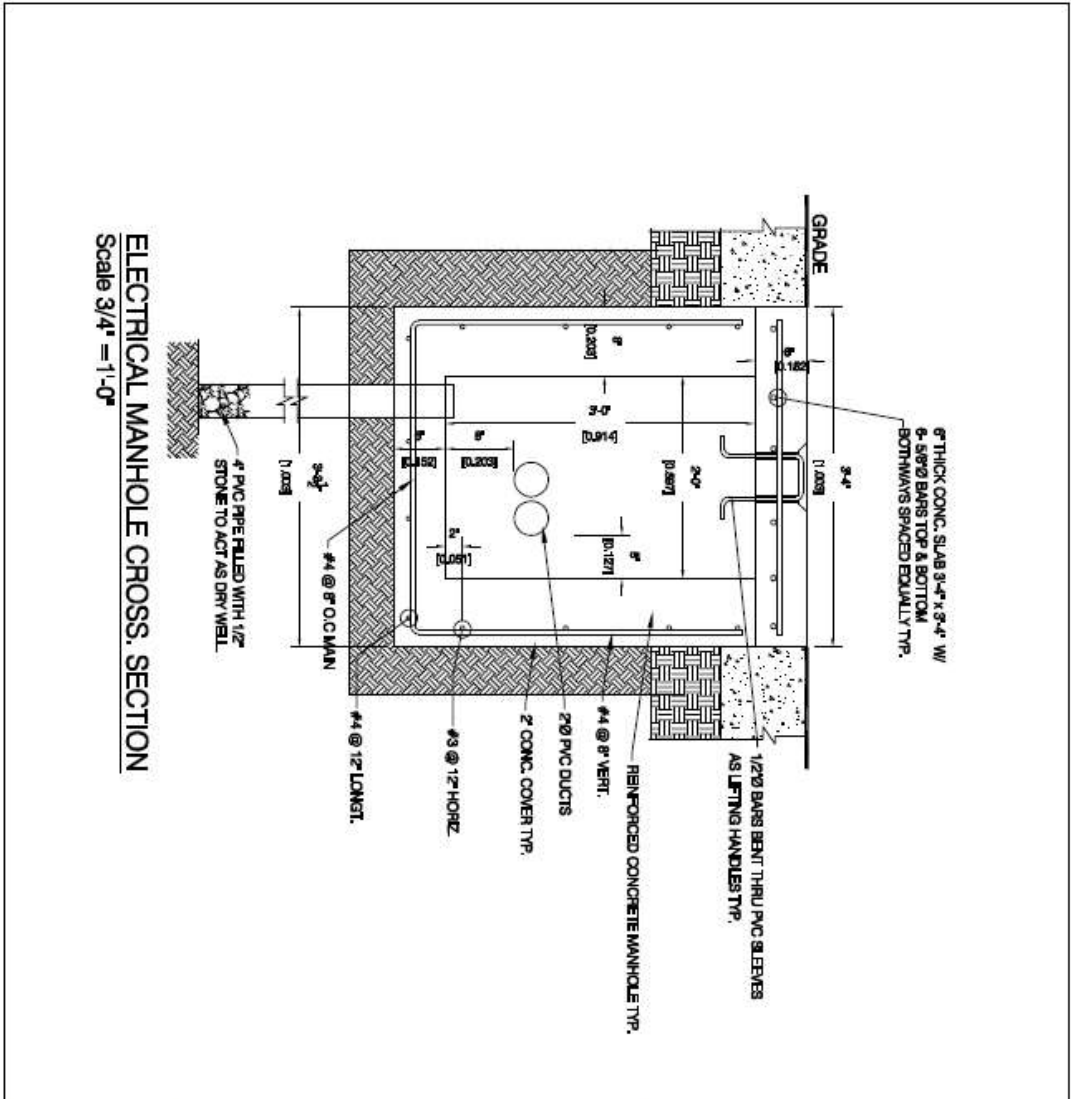
No.	Revision/Issue	By	CHK	DA



Public Works Department
 P.O. Box 344
 Morston
 West Indies
 Tel: 664-491-2521/2
 Fax: 664-491-3475
 Email: gov.mq@cardim

PROJECT: GENERATOR CONNECTION
 TITLE: ELECTRICAL TRENCH DETAIL
 DESIGN: P.W.D. JOB #: 0
 DRAWN: OREBAJ
 CHECKED: P.W.D.

TITLE: SHEET NO.:
 03
 DATE: 13/02/18
 SCALE: 0



ELECTRICAL MANHOLE CROSS SECTION
 Scale 3/4" = 1'-0"

GENERAL NOTES

No.	Revision/ Issue	By	CHK	DATE

Public Works Department
 P.O. Box 344
 Montreal
 West Inlets
 Tel: 664-491-2521/2
 Fax: 664-491-3475
 Email: gwks@pamk.qc.ca

PROJECT: GENERATOR CONNECTION
TITLE: ELECTRICAL MANHOLE
DESIGN P.W.D. JOB #: 0
DRAWN: ORENU
CHECKED: P.W.D.
FILE P.W.D. SHEET NO.: 02
DATE: 13/02/18
SCALE: 0

GOVERNMENT OF

MONTSERRAT

**PUBLIC WORKS DEPARTMENT GENERAL CONDITIONS
OF CONTRACT**

GENERAL CONDITIONS

1 Definitions

- a) The “Contract” means these General Conditions together with the Specification drawings and includes the contract agreement
- b) The “Employer” means the Government of Montserrat
- c) The “Engineer” means a duly authorized representative of the Employer
- d) The “Contractor” means the company appointed to carry out the works
- e) The “colony” means the colony of Montserrat
- f) The “Site” means the lands and/or other places on under or through which Works are to be carried out
- g) The “Works” means the works to be executed in accordance with this Contract as described in the Specification
- h) The “language” of the Contract shall be English
- i) The “Law” applicable to the Contract, shall be the Laws of Montserrat

2 Contract Document - Priority

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

3 Extent of Contract

The Contract comprises of the construction and completion of all Works described in the Specifications, Drawings and Bill of Quantities and to supply all necessary labor, plant and temporary works to complete the described works together with such materials as are required by the Specifications.

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 or Drawings and shall in writing, notify the Contractor of such variation. If the instructions are given orally, they shall, within two days be confirmed in writing by the Engineer, 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.
- b) No variation, alteration or addition to the work indicated in the Specification and/or Drawing shall be made unless the written instruction of the employer has been obtained.

5 Assignment of Contract

- 1) The Contractor shall remain responsible to the Employer for workmanship and manner of workmanship defaults and neglects of any sub-contractor or agent or workman employed by him.

6 Supply Materials

- 1) The Contractor shall within the agreed contract price, supply such materials as required and detailed by the Specifications

7 Setting Out

- 1) The Contractor shall be responsible for setting out of the work.

8 Workmanship

- i. The Contractor shall at all times carry out his works in accordance with the laws of the Colony.
- ii. The Employer may from time 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 in writing, inform the Contractor of his dissatisfaction.
- iii. Notwithstanding any such progress inspection by the Employer the Contractor shall at all times carry out the Contract in a workman-like manner. On completion of the works, the Contractor shall satisfy the Employer as to the quality and fitness of the work.

9 Removal of Debris

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

10 Supervision of Works and Skilled Workmen

- a) The Contractor shall provide all necessary superintendence during the execution of the works.
- b) The Contractor shall employ in and about the execution of the Works only such persons who are carefully skilled and experienced in their several trades.
- c) The Supervising Officer may (but not unreasonably or vexatiously) issue instructions requiring the exclusion from the Works of any person employed thereon.

11 Contractor's Plant

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

12 Payment Fees

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

13 Safety

- a) The Contractor is responsible for the safety of all persons employed by him.
- b) He shall in no way carry out any work that could be seen to endanger the life of any of his employees or of any member of the general public, including any other employee of the employer.

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 at Common Law in respect of personal injury to or death of any person whomsoever 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 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 is responsible.

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 in force at all material times.

17 Traffic Control

Due to the nature of the Works it will be the responsibility of the Contractor to ensure that a system of traffic control is in operation, including no vehicular access, if necessary.

18 Payment to the Contractor

Payment to the Contractor will be made after the issue of an Engineer's certificate based on the amount of work completed to date. A retention of 5% will be held from the value of each certificate up to a maximum of 3% of the contract sum. Such retention money will be released at the end of the warranty period provided that all works and repairs have been executed to the satisfaction of the employer.

19 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 repair or correction which might become necessary due to the failure and incorrect performance of the Contractor.

20 Handing Over Completed Works

The Contractor shall notify the Employer in writing of his completion of the contracted Works. 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 opinion, the works have reached practical completion. This date shall be the date of commencement of the warranty period.

21 Failure to Meet Completion Date

Should the contractor fail to complete the contracted works within the agreed time he shall be subject to a fine of 1% of the contract price a day, for every day the completion is overdue.

22 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.

23 Matter of Disagreement

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.

24 Contracts 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 drawings.

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 Engineer and by such refusal or neglect the works are materially affected

The Engineer 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 Engineer 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 certificate will be prepared accordingly.

- 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 Engineers instruction

Then the Contractor or the Employer may upon expiry of the period of the suspension give notice to the other that unless suspension is terminated within 7 days 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

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

Tender Evaluation Criteria

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

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, Tenderers are required to fully complete the Bill of Quantities provided. A valid Tax Compliance Certificate must be submitted with each submission. Tenderers must sign and date the Anti-Collusion statement. In addition, details of two (2) previous works of similar nature must be submitted in accordance with the Technical Compliance below. This fulfils The Administrative Compliance which is weighted a pass/fail. 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 at this stage.

Technical assessment (this is for information purposes only and will not be scored).

Adherence to technical specification is paramount. Prospective tenderers need to provide details of at least 2 previous contracts completed within the past 10 years of a similar nature to the scope of works of this tender with a value of a minimum \$100,000.00 for material and labour and a minimum value of \$60,000 for labour only. These details should include but are not limited to the following; the entity or person for which the work was completed, contact information for the entity or person, the value of the works, the location of the works. In addition, the prospective tenders can submit award letters for works in lieu of the above mentioned information. The percentage for this criterion will be calculated proportionately in comparison to other submissions from tenders.

Start Date or Date of Award	Description of Works	Name of Client	Price of Contract	Date Completed

No.	Criteria Description	Weight
1.	Administrative compliance	Pass/Fail
2.	Adherence to Health and Safety Policy standards	Pass/Fail
3.	Contractor's Experience and capability	25%
4.	Contractor's Capacity	25%
5.	Price	50%

Contractor's Experience and Capability (25%):

Please outline your experience in undertaking similar works and meeting the obligations of this ITT (invitation to Tender). Please include your approach to meeting the requirements.

Marks will be awarded to a contractor who has undertaken similar work in the past or who is in the business of commercial grass cutting. The contractor's ability to manage staff and supervise works will also be evaluated as part of his experience. Therefore, the contractor must provide a list of contracts that they have successfully managed and supervised. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders.

Contractor's Capacity (25%):

Please provide detailed list of all equipment and material you propose to use in carrying out the works. Please include whether the equipment is self-owned or whether it will be hired. A statement must be included to confirm that the proposed equipment will be available for the duration of the contract period. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders.

Health and Safety Policy (Pass/Fail):

Please provide a statement on how you will ensure the health and safety of persons working on this project.

Bidders must provide a copy of their proposed health and safety policy. Bidders must ensure that all personnel operating machinery are trained in their operation and follow the relevant operations guidelines. The Contractor shall ensure that machines are properly fitted with appropriate safety guards and maintained so as to present no danger to the operator or any person in the vicinity of operations. The Contractor shall ensure that staff engaged in works as part of this contract wears the relevant protective clothing as well high visibility vests, gloves and footwear at all times. The contractor must clearly submit their proposal for traffic management whilst works are being carried out. The percentage for this criterion will be calculated proportionately in comparison with submissions from other tenders.

Price (50%):

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 works are undertaken at the most economically advantageous price. The percentage for this

criterion will be calculated proportionately in comparison with submissions from other tenders. Government of Montserrat is not bound to accept the lowest or any tender.

This report will be completed after the award of the contract as part of performance and contract management.

Government of Montserrat						
						
CONTRACT PERFORMANCE REPORT						
GoM Contract Ref	Start Date		Contractual Completion Date			
Service/Item Code	Contractor & VDB No (if known)					
Delivery Point	Project & Contract Title					
Original Contract Value	Original Programme (weeks)		Actual Completion Date:			
Completion Value (if agreed)	Final Programme (weeks)		Would you use them again? Yes / No			
Any problems with performance or advance payment			Yes / No			
Comments	CP score √ as	5 - goo	4 - goo	3 - poor	2 poor	1 awful
Organisation						
Quality						
Personnel						
Environment						
Safety						
Commercial						
Manufacturing						
Technical						
Time						

Additional information (if necessary amplifying comments, eg why would you use them again if they had scored poorly, were delays/increases in cost the fault of the supplier):

Signed (Project Officer)

Date:

GOVERNMENT OF
MONTSEERRAT
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 MONTSEERRAT 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.....2018

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.....

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TELEPHONE NO..... FAX NO
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