



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

Invitation to Tender for the Supply of Athletic Equipment for the Department Of Community, Youth and Sports Services.

Procurement Details – This is an indicative timetable and may be subject to change.

Project Details	Deliverables
ITT for the Supply of Athletic Equipment for the Department of Community, Youth and Sports Services	Published on Government of Montserrat Website and myTenderes
Date to be Published	Tuesday 27 August 2019
Access to the ITT Suite of Documents	Hard copies can be downloaded from the Government of Montserrat website at http://www.gov.ms/tenders/ . Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at https://www.mytenders.co.uk/ . If you are intending to make an electronic submission to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.
Clarification deadline and contact details	Tuesday 17 September 2019 no later than 4pm Eastern Caribbean Time
ITT submission deadline	Tuesday 24 th September 2019 at 12 mid-day Eastern Caribbean Time.
Tender submission address	The Chairman Department Tenders Committee Ministry of Finance and Economic Management, Brades, Montserrat, MS1110
Contract Commencement – this is an indicative date and maybe subject to change.	15 th October 2019

Interesting persons and businesses are invited to submit a tender for the supply of Athletic Equipment for the Department of Community, Youth and Sports Services. Tender documents can be accessed by visiting the Government of Montserrat's website at <http://www.gov.ms/tenders/>.

Electronic proposal documents can be downloaded and submitted via the MyTenders portal at <https://www.mytenders.co.uk/>

The following documents are included in this tender package:

- Instructions to Tenderers
- Equipment Specs/Scope of Works/Bill of Quantities
- Form of Tender
- Evaluation of Tenders
- Document Checklist
- General Conditions of Contract
- Anti-Collusion Statement

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

If you require any clarification, please submit then via email to the procurement department for the attention of Ms. Harjinder Jutle at Jutleh@gov.ms and copied to Mr Colin Fergus at FERGUSC@gov.ms no later than 4pm on Tuesday 17 September 2019.

Completed and signed tenders must be submitted no later than 12.00 midday Eastern Caribbean time on Tuesday 24th September 2019.

**TENDER FOR THE SUPPLY OF ATHLETIC EQUIPMENT FOR THE
DEPARTMENT OF COMMUNITY, YOUTH AND SPORTS SERVICES**

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 and submit the Form of Tender. Failure to fully complete and return this critical document and provide the additional information stated in these instructions will render the bid non-compliant and it will be rejected.
- (3) Tenderers must sign and return the **Product Description/Bill of Quantities** and supply all other documentation as indicated on the tender checklist.
- (4) Tenderers must submit a current Tax Compliance Certificate with their bid if their place of business is registered in Montserrat.

(5) **Tax**

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.

- (6) 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. A tenderer whose tender sum is subject to arithmetical correction will be informed and asked whether he accepts the corrected tender sum. Failure to accept the corrected sum will result in the rejection of the tender.

Any bid received after the deadline for submission of bids prescribed in (8) above will be rejected. Tenderers are not allowed to submit multiple or alternative tenders.

- (7) The **Departmental Tenders Committee** is not bound to accept the lowest or any tenders and has the right to accept or reject any tender offers.
- (8) Tenderers must complete the Form of Tender and return this with their tender submission. The currency for completing the Form of Tender is Eastern Caribbean Dollar. Tenders in other currencies will be rejected. For countries trading in United States currency, the acceptable exchange rate between US and XCD is 2.7169.
- (9) **Bidders Previous Experience**
 Prospective bidders need to provide information of at least 2 previous contracts completed within the past 5 years of a similar nature to the scope of services presented in this ITT.
 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 services, the location of the services. The chart below must be fully completed.

(10) **Bidders Previous Similar Contract Experience**

Name of Previous Contract	Entity or person for which work was completed	Contact information for entity or person	Value of the services performed	Location of the services performed
1.				
2.				

(11) **Submitting a bid (proposal)**

There are two options for submitting a tender:

- Electronic tender submissions can be uploaded via the Mytenders Portal at <https://www.mytenders.co.uk/>

If you are intending to make an electronic submission of this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

Hard copies can be submitted by hand - Please follow the instructions set out below:

Submitting a hard copy of your tender

You will need two plain envelopes for the Tender submission. Please follow these instructions. Failure to do so may result in your proposal being deemed administratively non-compliant and be rejected.

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*)

**ITT for the Supply of Athletic Equipment for the Department of Community, Youth and Sports Services
The Chairman,
Departmental Tenders Committee,
Ministry of Finance and Economic Management
P.O. Box 292,
Brades,
Montserrat, MSR1110**

Your package for submission should be placed inside envelope 1. Seal envelope 1

3. Place envelope 1 into another (larger) plain envelope.

Envelope 2:

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:

**ITT for the Supply of Athletic Equipment for the Department of Community, Youth and Sports Services
The Chairman,
Department Tenders Committee
Ministry of Finance and Economic Management
P.O. Box 292,
Brades,
Montserrat, M S R 1110**

****NB: Envelope 2 must not have the Bidders name on it or any other markings. Failure to comply with this requirement will lead to your submission being deemed noncompliant and not be considered.***

(5) Tenders are to be delivered to the address above. Tenderers will be given a receipt. Tenders are to be received no later than 12:00 midday Eastern Caribbean time on Tuesday 24th September 2019.

EQUIPMENT SPECIFICATIONS/SCOPE OF WORKS and BILL OF QUANTITIES

All equipment shall conform to International Association of Athletic Federation (IAAF) Standards.

The Ministry of Education through the Department of Community, Youth, and Sports Services requires the successful bidder to supply **athletic equipment (listed below in Table 1)** suitable for use in training and competition by athletes and coaches.

No.	Product Specifications	Quantity	Price Quotation
1	Long Jump Take Off Board Sensor	1	
2	Long jump pit cover- vinyl pit cover 12' x4'	1	
3	Long Jump Distance Indicator Board (Aluminum)	1	
4	Long jump spring board	1	
5	Long jump rake- Aluminum with levelling blade	2	
6	Long jump portable runway- Urethane rubber 120' x 4'	1	
7	Long Jump Runway Cart	1	
8	Relay batons- Aluminum with rolled ends	12	
9	Field cones, soccer disc cones- soft plastic)	20	
10	Whistle- plastic	20	
11	Reflective Vests (Nylon)	10	
12	Canvas Marquee 20' x 20' Hip Roof Tents with sidings	2	
13	Bosu ball (diameter 65cm (8lb))	5	
14	Medicine Balls: 1kg; 2kg; 3kg; 4 kg; 5 kg; rubber (one each)	5	
15	Stopwatches AX 602 Accusplit- 100 MEMORY	5	
16	Javelin Aluminum: 600g (2), 800g (2)	4	

17	Shotput Shot- stainless steel; 4kg, 5kg, 6kg, 7.26 kg (one each)	4	
18	Discus- plastic sides with steel rim; 1kg (1);1.5kg (1); 2 kg (2)	4	
19	Cone Markers vinyl 6in	20	
20	Starting blocks- first place; aluminum	12	
	Bid Price Total		\$

Table 1 – List of Athletic Equipment

The equipment will be used by high performance athletes training and competing by international rules and standards, and must therefore be compatible with the standards as well as being robust enough for the purpose intended. They must be sufficiently sturdy to withstand a high level of use, withstand the prevailing climatic conditions, and under normal use be able to last at least 10 years.

Sketches/Drawings



Take Off Board Sensor



Long Jump Pit cover



Long Jump Distance Marker Board



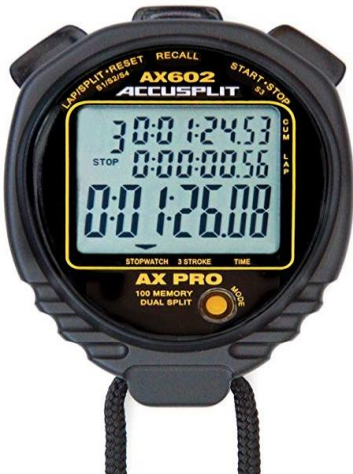
Long Jump Spring Board



Long Jump Portable Runway



Long Jump Rake



Stopwatch



Long Jump Runway Cart



Relay Batons



Field Cones



Whistle



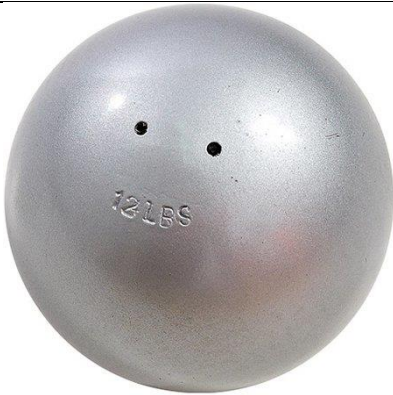
Reflective vest



Bosu ball



Medicine Ball



Shot Put



Javelin



Discus



Field Marker
cones



Starting Block



The pictures shown above are only for demonstration of the design concepts and are not intended to be interpreted as specifications of the equipment to be delivered under this contract.

Bidders must submit with their bids the full specifications of the units. Specifications should include dimensions, construction materials and their characteristics. The successful bidder must

deliver the equipment described in their tender. In all circumstance, the originally agreed items are expected to be supplied within the agreed timeline. **No increase in the successful bidder's quote will be agreed.**

FORM OF TENDER:

The Chairman
Department Tenders Committee
Ministry of Finance and Economic Management
Government Headquarters
Brades
Montserrat

Dear Sir/Madam

TENDER FOR THE SUPPLY OF ATHLETIC EQUIPMENT FOR THE DEPARTMENT OF COMMUNITY, YOUTH AND SPORTS SERVICES

I/We the undersigned undertake to supply the athletic equipment described herein in accordance with the General Contract Agreement, and as described outlined above as provided in the tender documents for the sum of:

EC\$..... being the total cost for supplying all of the furniture described herein..

If my/our tender is accepted, I/We undertake to deliver the Athletic equipment within a period of

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.....

EVALUATION OF TENDERS

All tenders will be evaluated based on the criteria below and the successful bidder will be that which has amassed the highest score.

The evaluation will assume a two-stage process:

Administrative compliance:

At this stage bids will be checked to ascertain the following:

- Was the bid received before the deadline?
- Was the bid packaged as instructed in the 'invitation to tender' and the 'instructions to tender'?
- Were all of the required documents completed and signed as required?
- Were all of the mandatory documents on the check list provided with the bid?

If the response to any of the questions above is negative the bid will be rendered non-compliant and the bid will not be considered for further evaluation.

Product specification (40 %)

This score will be allocated for products that fit the specifications outlined for each item in this bid basket. It is important that the athletic equipment proposed meet the IAAS standards and the specifications attached to each product as a minimum requirement.

The cost (40%)

The Government of Montserrat requires at all time to obtain value for money. The bidder should complete the Bill of Quantities showing line item costs for the twenty (20) items in this bid basket. The score assigned to this criterion shall be a cumulative one based on the total cost for the entire bid. The bidder with the best price will be scored the highest of the available points.

The delivery time (20%)

The bidder with the shortest delivery time will be given an appropriate score and all others will be scored relatively.

TENDER DOCUMENT CHECKLIST

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

1. Completed and signed Form of Tender. The form of tender document shall be signed by the person legally authorized to bind the firm to a Contract.	
2. Signed Bill of Quantities	
3. Tax/Social Security compliance certificate (if locally based)	
4. Signed Anti-Collusion Statement	
4. General Conditions of Contract	
5. Specifications and description of all Equipment	

.....

Signed by Tenderer

GOVERNMENT OF MONTSERRAT (GOM)

GENERAL CONTRACT CONDITIONS FOR THE SUPPLY OF ATHLETIC EQUIPMENT

This Agreement is made the..... day of..... **2019** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, E. Karney Osborne Building, Little Bay, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Education, Youth Affairs and Sports (hereinafter referred to as "**GOM**") of the one part and (*supplier's company*), whose address is Acting herein and represented by (*name of representative*) (Hereinafter referred to as "**the Supplier**") of the other part.

1. INTERPRETATION

1.1. In these conditions:-

The Contract means the agreement concluded between the **GOM** and the Supplier/Service Provider including all specifications and Terms of Reference; and in which, inter alia, the tender instructions, scope of works along with the outcomes, deliverables and considerations are clearly stipulated, and other documents which may be incorporated or referred to herein;

The Contracting authority means the Ministry of Education of the Government of Montserrat.

The Service Provider means the company/ companies/ individual that is responsible for carrying out the requirements of the contract, that is, the preparation, delivery and service of meals under the schools lunch program.

The Administrator or CA means the duly authorized representative of **GOM** for the administration of this Agreement who has care and control of this Contract and whose name will be provided to the Service Provider. The Administrator shall have final authority for acceptance of the **Service Providers** performance, and if satisfactory, shall initiate the process for approval of payment to the **Service Provider**. No payment shall be made without such approval.

The Contract Price means the price per meal to be paid by **GOM** and the method of payment of the Contract Price shall be agreed between the parties.

The Specification means the GOM's requirements for the supply of furniture for the Montserrat Secondary School as described earlier in this document.

2. VARIATIONS OF CONDITIONS

The contract shall be carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this agreement.

3 NON-DELIVERY

Without prejudice to any other right or remedy, should the Service Provider not deliver the Services or any portion thereof within the time or times specified in the Contract, except in cases of force majeure and subject always to the receipt of written notice within 5 days of the force majeure event relied on, or if the Services are delayed due to events outside of the Supplier's control, in which case the Supplier shall be entitled to a fair and reasonable time for such delay, then:

- 3.1 The **GOM** shall be at liberty to determine the Contract and to procure services of the same or similar description from another Supplier to make good such default; and,
- 3.2 The **GOM** shall recover from the Supplier any sum or sums paid to the Supplier in respect of the services. Also, the **GOM** shall be able to recover from the supplier any increased costs resulting from obtaining supplies from an alternative supplier.

4 PAYMENT

- 4.1 As full consideration for the Services performed by the Service Provider under the terms of this Contract, the **GOM** will pay the fees as outlined within 10 days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier, provided that **GOM** give notice in writing of its intention not to pay such fee and provide the relevant reason where:
 - a. The Service Provider 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 Service provider, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
 - c. There is a breach of any other provision of this Contract; and upon giving such notice the **GOM** may withhold payment accordingly.
- 4.2 **GOM**, whenever under the Contract any sum of money shall be recoverable from or payable by the Service Provider, the same may be deducted from any sum then due or which at any time thereafter may become due to the Service Provider under the Contract as a debt, providing that such sum is agreed by the parties as recoverable by GOM or has been fully ascertained and substantiated.
- 4.3 If any fee or portion thereof payable under this Agreement shall be unpaid 20 working days after receipt of an original invoice in respect of such fee the Service Provider 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 Service Provider may terminate or suspend this Contract immediately. Nothing stated in this provision shall operate to impair the right of the Service provider to recover any such fee in any other manner.
- 4.4 Any payment made after the due date for payment shall attract interest at a rate of 2 per centum

5 INDEMNITY AND INSURANCE

- 5.1 Subject to clause 5.2 and without prejudice to its liability for breach of any of its obligations under the Contract, the Service Provider shall be liable for and shall indemnify the **GOM**

against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of:-

- 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Service Provider, its servants or agents; and
- 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the Contract by or on behalf of the Service Provider except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.
- 5.3 Neither party shall be liable to the other for any indirect ,special or consequential loss (including but not limited to loss of profit whether direct or indirect ,loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity.
- 5.4 Further, and without prejudice to the aforesaid limit of liability and such liability of the service provider for the loss or damage in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the service provider to pay having regard to the service provider's responsibility for the same and on the basis that:
 - a) all other parties appointed or to be appointed by the GoM to perform related services in connection with the Contract shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the GoM such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and
 - b) it shall be deemed that all such other parties have not limited or excluded their liability to the GoM for the loss or damage in any way which may be prejudicial to the Service Provider's liability under this clause

6. INSURANCE

- 6.1 The Service Provider shall insure against its full liability under this Contract.
- 6.2 The Service Provider shall produce to **GOM**, upon request, documentary evidence that insurance is properly maintained.

7 ASSIGNMENT

- 7.1 The **GOM** shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Service provider.
- 7.2 The Service Provider shall not:-
 - 7.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM**; or
 - 7.2.2 Subcontract any provision of the Contract or any part thereof to any person without the previous written consent of the **GOM**, **such consent shall not be unreasonably withheld or delayed**, which if given shall not relieve the Service Provider from any liability or obligation under the Contract and the Service Provider shall be responsible for the acts, defaults, or neglect of any sub-service supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Service Provider or its agents or employees.

8 CONFIDENTIALITY

- 8.1 All information, requirements, documents and other data which the **GOM** may have imparted and may from time to time impart to the Service Provider 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. The Service Provider shall not at any time during or after the term of this Contract divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Contract, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The Service Provider shall not seek to acquire any such information outside of the performance of its duties under this Contract.
- 8.2 The Service Provider hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract, disclose the same whether directly or indirectly to any third party without the **GOM's** prior written consent.
- 8.3 The obligations set forth in Clauses 8 and 16 shall expire two (2) years after the termination of the Contract.

9 BRIBERY AND CORRUPTION

Either party shall be entitled to determine the Contract and to recover from the other party the amount of any loss resulting from such action if:-

- 9.1 Any party has offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with the other party; or
- 9.2 The like acts shall have been done by any person employed by the Parties or acting on its behalf (whether with or without the knowledge of the Party); or
- 9.3 In relation to any contract with the **GOM** the Service Provider or person employed by it or acting on its behalf shall:-
- 9.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
- 9.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.
- 9.4 In the performance of their obligations under or in connection with this Contract, the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

10 TERMINATION

- 10.1 The **GOM** may terminate this Contract in any of the circumstances set out in 10.2 below by giving to the Service Provider notice in writing where the Service Provider;-
- 10.1.1 commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the GoM to the Service provider, the Service Provider

fails to remedy such breach within 14 days of the notice then the GoM may terminate the Contract forthwith.

- 10.1.2 becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
- 10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 10.1.4 has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 10.1.5 has an administrative receiver appointed;
- 10.1.6 has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00
- 10.1.7 Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the **GOM** may without prejudice to any accrued rights or remedies under this Contract, terminate the Contract by giving notice in writing.
- 10.2 If the Contract is terminated as provided in this condition then the **GOM** shall:-
 - 10.2.1 Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;
 - 10.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Service Provider;
 - 10.2.3 Be entitled to deduct any losses to the **GOM** resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the **GOM** to the Service Provider 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 Service Provider.

11. WAIVER

- 11.1 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

12. COMPLETE CONTRACT

- 12.1 This Agreement supersedes any prior Agreement 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. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

13. GOVERNING LAW

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

14. FORCE MAJEURE

Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Contract impossible whereupon all money due under this Contract shall be paid immediately.

15. NOTICES

15.1 Any notice required to be served under this Agreement 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.

A notice shall be delivered as follows:

if to the Service Provider, to:

Name _____
Designation _____
Address _____
Tel: No _____
Fax _____
Email _____

A. if to the GOM, to:

Name: Colin Fergus
The Permanent Secretary
The Ministry of Education Youth Affairs and Sports
Government Headquarters
Brades
Montserrat
Tel: (664) 491-2541/2
Email: education@gov.ms

16. MEDITATION AND ARBITRATION

If a dispute arises under this Contract, the parties agree that they would first exhaust the provisions outlined in sections 46, 47 and 48 of the Public Finance (Management and Accountability) Procurement regulations 2012. If the parties fail to come to an amicable resolution through the provisions outlined above, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

17. SIGNATURES

17.1 Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by terms hereof.

Insert names etc.

A. SERVICE PROVIDER

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. GOM

Name: Colin Fergus

Designation: Permanent Secretary, Ministry of Education

Signature.....

Witness Name.....

Designation.....

Signature.....

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.....2019

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