

GOVERNMENT OF MONTSERRAT

Invitation to Tender (ITT)



Supply and Delivery of Motorized Equipment for the Montserrat Port Authority

**Ministry of Communications, Works, Labour & Energy
P O Box 344
Brades
Montserrat**

February 2023

TABLE OF CONTENTS

1.0	INTRODUCTION.....	3
2.0	INVITATION TO TENDER.....	4
3.0	INSTRUCTION TO BIDDERS.....	6
4.0	GUIDANCE NOTES.....	11
5.0	TECHNICAL SPECIFICATIONS.....	15
6.0	EVALUATION OF TENDERS.....	31
6.1	Administrative Compliance (PASS/FAIL).....	31
6.2	Warranty - PASS/FAIL.....	32
6.3	Bidder's Qualifications - PASS/FAIL.....	32
6.4	Delivery Time (15%).....	32
6.5	Conformance to the Technical Specifications (40%).....	32
6.6	Cost Proposal (45%).....	33
7.0	RESPONDENT'S IDENTIFICATION DETAILS.....	34
8.0	FORM OF TENDER.....	35
9.0	TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE.....	40
10.0	TENDER SUBMISSION CHECKLIST.....	41
11.0	Appendix A - Form of Agreement.....	42
12.0	Appendix B - General Condition of Contract.....	44

1.0 INTRODUCTION

The Government of Montserrat is seeking bids for the Supply and Delivery of Motorized Equipment. Interested parties are required to submit a bid in accordance with the technical specifications outlined in **Section 5**.

Please read instructions to bidders before completing your submission. Failure to follow instructions may result in your bid being deemed non-compliant and not being considered any further.

The ITT sets out an indicative timetable for the procurement process and provides instructions for Bidders. By participating in this Tender you are indicating your acceptance to be bound by the guidelines set out in this ITT.

Included are the Tender documents, consisting of:

- 1) Introduction
- 2) Invitation to Tender
- 3) Instructions to Bidders
- 4) Guidance Notes
- 5) Technical Specifications
- 6) Evaluation of Tenders
- 7) Respondent's Identification Details
- 8) Form of Tender
- 9) Tender Submission Anti-Collusion Certificate
- 10) Tender Submission Checklist
- 11) Appendix A – Form of Agreement
- 12) Appendix B - General Conditions of Contract

Purpose

- Expects Bidders to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Bidders.
- Provides Bidders with sufficient information to enable them to submit a compliant
- Sets out the Award Criteria and the tender evaluation process that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

2.0 INVITATION TO TENDER

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

Project Details	Deliverables
<p>ITT for the Supply and Delivery of Motorized Equipment</p> <p><i>Tenderers are required to exclude customs duties, but include service and port charges in their prices</i></p>	<p>Date Published on Government of Montserrat Website and myTenders</p> <p>Wednesday, 01st February 2023</p>
<p>Access to the ITT Suite of Documents</p>	<p>Hard copies can be downloaded from the Government of Montserrat website at https://tenders.gov.ms/</p> <p>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.</p>
<p>Clarification deadline and contact details</p>	<p>Wednesday, 01st March, 2023</p> <p>Email: Senior Procurement Officer at thomasa@gov.ms and Procurement Officer I at fentonn@gov.ms</p>
<p>ITT submission deadline</p>	<p>Wednesday, 15th March, 2023, no later than 12:00 midday (Eastern Caribbean Time, 1600 hrs UK time)</p>
<p>Tender Submission address</p>	<p>The Chairperson Public Procurement Board Ministry of Finance and Economic Management Brades Montserrat</p>
<p>Contract Commencement</p> <p><i>This is an indicative date and maybe subject to change</i></p>	<p>April/May 2023</p>

Procurement Process

A **Supplier for the Supply and Deliver of Motorized Equipment** will be selected through this Invitation to Tender (ITT). Potential Bidders who are interested in this opportunity are asked to submit their tender in line with the instructions and guidance contained within this ITT:

Process after Submission of Tenders

- ✓ Public Opening by Public Procurement Board – This is usually on the same day as the submission deadline at 2:00 pm in the Human Resources Management Training Room, Upstairs HR Building, (provided that we have a quorum).
- ✓ Once the bids have been opened and information on the name of the supplier, the price of the bid and offered discounts, if any, have been announced and recorded, the public element of the meeting is declared over.
- ✓ The Tenders are locked away securely.
- ✓ The Tenders are then passed onto the nominated evaluated team, approved by PPB.
- ✓ The evaluation can take from two (2) – six (6) weeks depending upon the number of Tenders received
- ✓ The evaluation team will compile a Tender evaluation report which will be presented to PPB for their consideration and decision.
- ✓ PPB will consider the report and recommendations and will make the final decision.
- ✓ The Procurement department will then send out outcome letters to all bidders via email or hard copy letter if no email address is available.
- ✓ The successful bidder will be advised to contact the Permanent Secretary to arrange a meeting to sign the contract.
- ✓ No work must commence until the contract has been signed.
- ✓ There will be ongoing performance management for each contract that will feed into project completion and closure report. The performance for each contract may be used in assessing future bid submissions.

Evaluation Process

Tender submissions will be evaluated based on the following ITT Evaluation stages:

Stage 1

When evaluating ITT submissions received, we will check them to ensure that:

- they comply with all instructions
- they do not contain any qualifications or conditions,
- they are clear and comprehensive, and
- they are valid and complete

Submissions that are not complete will be eliminated and not considered further.

Stage 2

The submissions who meet all the requirements assessed under Section 6 will now have their price submission evaluated.

If the GoM needs to clarify any points, questions will be submitted in writing to the potential Bidder via email, who will also be required to respond in writing.

Stage 3

Following the outcome of Stage 3, Clarification the GoM will re-moderate the quality scores if applicable and recommend to PPB that an award be made to the organization that has achieved the maximum score.

3.0 INSTRUCTION TO BIDDERS

Bidders should read these instructions carefully before completing and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

Authorities

The Authority concerned with this Tender is the Government of Montserrat. The procurement procedure will be managed in accordance with GOM's Procurement Regulations, a copy of which can be found at www.gov.ms

Disclaimer

The information contained in this document is believed to be correct at the time of issue but neither GOM nor their advisors will accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. GOM reserves the right to amend or vary any area of this document during the course of the procurement.

No information contained in this ITT or in any communication made between the GoM and any potential Bidder in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT. The GoM reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the GoM incur any liability in respect of this ITT or any supporting documentation.

The GoM reserves the right to cancel the tender process at any point. The GoM is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the GoM is required to follow under relevant Procurement Regulations, 2019.

- The GoM is not making an offer to enter into a contractual relationship by issuing tender documents.
- The GoM is under no express or implied obligation to invite or evaluate tenders from any or all of the companies who respond to this contract notice with a tender submission.
- The issue of the tender documents does not imply any representation by the GoM as to the candidate's financial stability, technical competence or ability in any way to carry out the services. We reserve the right to return to these matters as part of the evaluation process.
- The laws of Montserrat shall apply for the purposes of all proceedings relating to this procurement process and any contract awarded pursuant thereto.

Potential Bidders are requested to note that wherever in the ITT there is a reference to the proprietary name of a service or qualification, or to a specific standard, alternative services or qualifications or standards will be acceptable provided the Potential Bidders can demonstrate that

the service, qualification or standard is at least equivalent in quality and specification to the named service, qualification or standard and that the alternative meets all of the GoM's requirements to the Authorities satisfaction.

Confidentiality

All information provided in this document, particularly financial information, shall remain confidential between the organisation and GOM and its advisers. GOM will not share this information with any other organisations or Public Bodies without the permission of the organisation. Similarly, organisations must treat all information provided by GOM and its advisers as confidential.

Respondents are required to respect the confidentiality of the process and must not seek to gain advantage by discussing this process or any potential bid with the Press, any UK or GOM official involved in the process or the United Kingdom Foreign, Commonwealth Development Office (FCDO). Under no circumstances should direct contact be made with anyone else regarding this process without the prior arrangement or agreement of the GOM Head of Procurement. Failure to observe this confidentiality may result in disqualification from the tender process.

All information supplied by the Contracting Authority in connection with this ITT shall be regarded as confidential except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of responses to this Request for Tender.

Communication and clarification

All communications during the procurement process must be made in writing and be sent by email to:

Name	Anne Thomas
Title	Senior Procurement Officer
Email	thomasa@gov.ms and copied to fentonn@gov.ms

Depending on the requirements of Bidders, GOM is willing to reconsider the stated deadlines to allow a further round of requests for clarification if required. During the procurement process it is up to bidders to check the GoM website for updates. myTenders will send out automatic notifications.

In completing Tender submissions and/or requesting clarification, Bidders must refer back to the numbering format/section as set in the ITT.

Direct or indirect canvassing of any GoM or, public sector employee or agent by any potential Bidder concerning this requirement, or any attempt to procure information from any GoM or, public sector employee or agent concerning this ITT may result in the disqualification of the potential Bidder from consideration for this requirement.

Participation

Tenders must be submitted by, or on behalf of, the proposed bidder of the services. No change in the identity or composition of the Bidder (including the identity or composition of any partner in a consortium or of any sub-contractor to the Bidder) is permitted during the procurement process unless GOM has given its prior approval in writing.

Conflict of Interest

Each Bidder shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a “Conflicted Person”):

- (i) any employee of the Government of Montserrat;
- (ii) any member of the Government of Montserrat;
- (iii) any family member of any such employee; or
- (iv) any business entity controlled by or otherwise not at arm’s length to any one or more of any such employee, or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this ITT.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Bidder’s response.

Contract Term

To be agreed and finalised upon contract award.

Contract Award

GOM will award a contract on the basis of the award criteria detailed **within Section 6** below (Evaluation of Bids) contained within this document.

Once GOM has reached a decision in respect of a contract award, it will notify all Bidders of that decision before entering into any contract.

Contract award is subject to the formal approval process of GOM through the Public Procurement Board. Until all necessary approvals are obtained no Contract will be entered into.

Ownership of Material

Any studies, reports, designs or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client (Government of Montserrat). The Consultant may retain a copy of such documents and software.

All documents submitted by Bidders in response to this ITT are to remain the property of the Government of Montserrat.

Limitation of Liability

The Government of Montserrat will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this ITT, the Bidder’s participation in this ITT process or the Government of Montserrat’s acts or omissions in connection with the conduct of this ITT process. This limitation applies to all possible claims by a Bidder, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Government of Montserrat of a duty of fairness or relating to a failure by the Government of Montserrat to comply with the terms set forth in this ITT.

Contract Requirements

The Technical Specifications at **Section 5** indicate the GoM requirements. The Potential Bidder shall be required to confirm their ability to meet the Technical Specification.

The Potential Bidder shall be expected to agree to the Contract Terms and Conditions prior to contract commencement.

The Potential Bidder's terms of business will not be accepted in lieu of or in addition to the Contract Conditions forming part of this ITT.

Tax Obligations

If locally based, the Bidder must submit a Tax Compliance Certificate from Inland Revenue along with the bidding documents. In the case of a sole trader, the tax compliance certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the tax compliance certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company. It is therefore incumbent on the bidder to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Tenders received with improper tax compliance certificates would be rejected.

The prices shall be quoted on a DDP (port at Little Bay) basis in accordance with Incoterms 2022 and:

- (a) exclude customs duties and VAT, and
- (b) include service and port charges.

All Services 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.

Submission Instructions

Bidders should read these instructions carefully before completing and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

The priced information submitted in the Form of Tender must include, (but should not be limited to cover) all the cost essential to Supply and Delivery of Motorised Equipment and Related Services.

There are **two (2)** options available for submitting a Tender:

SUBMITTING A TENDER (BID)

- Electronic submissions can be 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.

- Bidders must ensure that the documents uploaded are under the correct caption that the interest is registered.

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 (2) plain envelopes for the Tender submission.

You must follow these instructions. Failure to do so may result in the tender being non-compliant and not considered any further.

Envelope 1.

Follow the steps written below:

- a. Write the name of the Bidder (Tenderer, Supplier) on this envelope.
- b. Write the name of the project and the address on the envelope as written below:

Invitation to Tender for Motorized Equipment for the Montserrat Port Authority

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades
Montserrat, MSR1110

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

Envelope 2

Continue following the steps below:

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

Invitation to Tender for Motorized Equipment for the Montserrat Port Authority

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades
Montserrat, MSR1110

NB: Envelope 2 must not have the Bidder's name on it or any other markings.

Failure to comply with this requirement will lead to your submission being deemed non-compliant and not considered any further.

Tenders are to be delivered to the address above by **12:00 midday Eastern Caribbean time, 16:00 UK time, 15th March 2023.**

Bidders will be given a receipt.

4.0 GUIDANCE NOTES

Bidders should read these instructions carefully before completing the Bid and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

1. GOM reserves the right to amend or terminate the procurement procedure or change the timings outlined in this ITT.
2. GoM reserves the right to issue additional documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
3. Potential Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
4. Under the Contract the GoM will require compliance with its policies. Potential Bidders are advised to satisfy themselves that they understand all the requirements of the service requirements and Contract before submitting their Tender. Where additions or amendments are made to the clauses included in the Form of Agreement and the General Conditions of Contract (Appendices A and B respectively) and are issued during the tendering process they shall supplement and/or supersede previous versions
5. Any changes to the procurement timetable shall be published as an Addendum on both websites, GoM and myTenders. It is the responsibility of the Bidder to check the GoM website regularly during the procurement process and prior to the submission deadline.
6. The Montserrat General Conditions of Contract will be adopted for this Contract. These are attached as **Appendices A & B**. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.
7. Bidders must complete, sign and return Tender Submission Checklist, with all the required documents to constitute a compliant Tender. Failure to comply with this requirement will lead to Tenders being deemed non-compliant and failing to pass the administrative compliant stage. (Stage 1).
8. Bidders are to provide all document or information requested as part of their tender submission. Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
9. Tenders must be returned in line with the instructions for submitting a Tender. Late submissions will not be considered.
10. All tenders will be arithmetically checked; any errors will be brought to the tenderer's attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
11. Bidders are not permitted to submit alternative tenders.
12. The Government of Montserrat is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.
13. Validity Period - The Tenders must remain valid for acceptance for a minimum of ninety (90) days after the Submission deadline, to allow time for evaluation, selection and any unforeseen delays. Should circumstances arise that require an extension to this period, we will seek to do this in writing.

14. Tenders must be completed in the English language or a full English translation provided at no cost to the GoM.
15. The submission will be checked for completeness and compliance before responses are evaluated.
16. Any signatures must be made by a person who is authorized to commit the Potential Bidder to the Contract.
17. The equipment to be supplied must be in a brand new condition.
18. This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the GoM and its advisers
19. Where potential Bidders believe that they are unable to submit a Tender through the electronic system or deliver a hard copy or require assistance or further information to be able to use the myTenders portal, they must contact the GoM via email no later than four (4) calendar days before the Tender submission due date, to enable any technical queries to be investigated and resolved.
20. The GoM may wish to undertake a site audit on your premises, to clarify any aspect of your Tender submission. Following the site visit, the GoM reserves the right to re-moderate the scores given to your submission.
21. Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Bidder without the prior written consent of the Government of Montserrat. Such written consent however shall not under any circumstances relieve the Successful Bidder of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Government of Montserrat.
22. **Health and Sanitation**

All local health and sanitation requirements must be met at all times. This shall include the wearing of gloves, hair coverings and aprons by staff as appropriate. The highest standards of sanitation must be maintained throughout the contract period.

COVID 19 regulations/protocols must be adhered to.
23. **Criminal Record Checks**

The Bidder shall refuse employment to any person convicted of an offence or any other crime that indicates the person poses a threat to the physical safety to anyone.

The Bidder shall not assign any employee to provide services pursuant to this Contract if the said worker has ever been convicted of an offense or any crime involving assault, sex offences, violence, or drugs; or if the said worker has engaged in any crime or conduct indicating that the worker may poses a threat to the safety or well-being of employees.

Officials reserve the right to prohibit any employee of the Bidder from providing services if it is determined, in its sole discretion, that such employee poses a threat to the safety or well-being of personnel or others.
24. **Additional Information**

- **Environmental Issues**

The GoM is committed to the protection of the environment and the promotion of sustainable environmental development. Potential Bidders should note the various

obligations contained within the Contract, which will ensure that the successful Potential Bidder will provide the Contract in a non-detrimental manner to the environment.

- **Equalities & Diversity**

The GoM is committed to providing its services in a way, which promotes equality of opportunity at every possibility. It is expected that the successful Potential Bidder will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation.

Potential Bidders should note that the successful Potential Bidder would be asked to contract with the GoM to ensure that they adhere to these obligations and that the GoM will be able to monitor its compliance throughout the Contract Period. The GoM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.

- **Financial Guarantee**

The successful Bidder shall provide the GOM with a security for the performance of the Contract, a performance bond or otherwise or as an alternative, require the parent company of the successful Potential Bidder to guarantee the performance of the Contract prior to the award of the Contract.

- **Sub-Contracting and Consortia Arrangements**

Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor.

Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, please indicate in a separate Annex (by inserting the relevant company/organization name) the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement.

It is recognized that arrangements in relation to sub-contracting may be subject to future change. However, Potential Bidders should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Potential Bidder to proceed with the procurement process or to provide the goods and/or services.

If the Potential Bidder bidding for a requirement is a consortium, the following information must be provided:

- full details of the consortium; and
- the information sought in respect of each of the consortium's constituent members as part of a single composite response.

Potential Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate annex. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the annex. However, please note the GoM reserves the right to require a successful consortium to form a single legal entity.

The GoM recognizes that arrangements in relation to consortia may (within limits) be subject to future change. Potential Bidders should therefore respond in the light of the arrangements as currently envisaged. Potential Bidders are reminded that any future proposed change in relation to consortia must be notified to the GoM so that it can make a further assessment by applying the selection criteria to the new information provided.

- **Sustainability**

The GoM has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services either directly or via a third party. Consequently, the GoM is looking for a commitment within Tenders to assist the GoM in the following duties: health and wellbeing, our local economy, smarter travel and environmental issues.

Potential Bidders should note that the successful Potential Bidder would be asked to contract with the GoM to ensure that they adhere to these obligations and that the GoM will be able to monitor its compliance throughout the Contract Period. The GoM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.

- **Developing the Local Economy**

The sustainable development goal places an obligation on Government of Montserrat to consider how what is being procured will improve the economic, social and environmental well-being of our local area.

- **Tenderer Performance**

The selected Bidder may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Bidder and the Government of Montserrat. The Government of Montserrat may also conduct periodic reviews/assessments of any selected Bidder, taking into consideration, in addition to specific work related to the project undertaken by the Bidder, ongoing Bidder staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Bidder, with the goal of immediate and permanent resolution where concerns have been raised. The Government of Montserrat reserves the right to remove from the roster any selected Bidder who has been qualified by this ITT process by way of written notice if, in the sole discretion of the Government of Montserrat, based on any on-going or specific evaluation or assessment of the Bidder or its performance of any work, it is deemed to be in the Government of Montserrat's best interests.

- **Payments and Deposits**

Invoices will be paid within twenty-one (21) days from the approval date of the invoice.

- **Indemnification**

The Successful Bidder agrees to indemnify and save harmless the Government of Montserrat, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Bidder functions arising from this contract except to the extent of the Government of Montserrat's gross negligence.

At no time will the Government of Montserrat be responsible for any injury sustained by the Successful Bidder, their employees or any person on the Government of Montserrat's premises, nor will the Government of Montserrat be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Bidder, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Government of Montserrat's premises or site.

The Government of Montserrat shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Bidder arising out of or in any way related to this ITT or subsequent contract.

5.0 TECHNICAL SPECIFICATIONS

Mandatory requirement for each piece of equipment are listed below:

- (a) The supplier must provide for information purposes as an optional cost, a complete list for the most frequently required maintenance parts needed to maintain the equipment. The supplier must provide a spare parts list with cost, quantity, part number and frequency of replacement
- (b) The supplier must provide as part of their Tender the spare parts necessary for preventative maintenance during the **initial twelve (12) months** of operation in accordance with the maintenance and service procedures and schedules prescribed by the original equipment manufacturer(s).
- (c) The supplier must provide a set of maintenance tools for maintenance of the equipment in accordance with the maintenance and service procedures prescribed by the original equipment manufacturer(s).
- (d) The supplier must provide the following documentation in English:
 - (i) Users' Operations Manual
 - (ii) Maintenance, Repair and Service Manual, including drawings and documentation on safe disposal of equipment, component and hazardous substances (e.g., batteries)
 - (iii) Spare Parts Catalogues
- (e) Battery Charger for Electric Powered Equipment must be supplied. There are two (2) electric powered equipment. If one (1) charger is capable of efficiently charging the two (2) electric powered equipment, then only one (1) charger needs to be supplied. However, if the electric powered equipment being proposed cannot utilize the same charger then both chargers need to be supplied.
- (f) The supplier must complete assembly, start-up and testing of the equipment.

The inspection of the equipment must be carried out to check whether the goods are in conformity with the technical specifications and must be in line with the inspection/test procedures set forth herein and the other Contract Conditions. The supplier will dispatch the goods to the GOM after internal inspection testing along with the supplier's inspection report(s) and warranty certificate(s). The GOM will test the equipment after completion of the installation and commissioning at the Final Destination.

Complete equipment, documentation and related services, including training, as specified herein must be completed by the supplier prior to the acceptance tests.

The acceptance test will be conducted by representatives appointed by the GOM. The acceptance will involve:

- (i) visual inspection for damage, leaks and other signs of deterioration;
- (ii) verification for date of manufacture, model and other identification markings;
- (iii) mechanical and electrical checks/ inspection for proper operation of all hydraulic and engine operations; and
- (iv) fault-free operation for seven consecutive days.

There must not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of equipment or excessive heating of motors, must occur. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the GOM, the successful completion of the test specified.

In the event of the equipment failing to pass the acceptance test, a period not exceeding four weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

On successful completion of acceptance tests, including the receipt of all manuals, drawings and completion of all the related services, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful acceptance of the equipment.

(g) Training

The following training programme must be delivered by the supplier for each type of equipment:

Description	Trainees	
	Operators	Mechanics
Number of Trainees	4	4
Duration of Training	Not less than 2 days	Not less than 3 days
Venue	Port at Little Bay	
Training Materials	1 copy for each trainee Training materials shall be properly bound in a hard cover folder/binder and ensure all pages are properly secured	

The content of the training programme must include the following:

(i) Operators

General

Carry out pre-start, start-up, park, shutdown and secure equipment procedures

Continually monitor hazards and risks, and ensure safety of self, other personnel, plant

Drive and operate excavator, and modify the operating technique to meet changing work conditions

Lift, carry and place cargo

Conduct communication practices associated with transportation and lifting of cargo

Establish weight of load and ensure it is within safe operational limits of the equipment

Select, attach and use slings and lifting gear in accordance with safe working load requirements

Position machinery and ensure stability and locate to effectively shift cargo according to job specifications

Shift load safely and effectively

Move load using hand/audible/communication signals

Select, remove and fit attachments

Select attachment for the task

Remove and fit attachment according to manual and cargo requirements

Test attachment and ensure correct fitting and operation

Use attachment in accordance with recommendations and design limits

- Remove, clean and store attachments in designated location
- Prepare to relocate the equipment
 - Prepare equipment for relocation
 - Move equipment safely within and/or between work areas, observing relevant codes and traffic management requirements
 - Load and unload equipment from float/trailer
- Carry out machine operator maintenance
 - Prepare equipment for maintenance
 - Conduct inspection and fault finding
 - Carry out scheduled maintenance tasks
 - Process written maintenance records

(i) Mechanics

Introduction:

- maintenance and general service
- design features and equipment characteristics
- identification of major components
- locating service and diagnosis points as per manual

Structure and Function

- Describe design concept or equipment's system
- Circuit Diagram knowledge and interpretation
- Principles of operations and specific precautions

Test and Adjust

- Use of correct test equipment
- Test and adjustment of engine, hydraulic, electrical and other systems
- Safety precaution and knowledge of adjustments on equipment

Troubleshooting

- Evaluation and diagnosis of symptoms of engine, electrical, hydraulic and other systems

LOT 1 – Engine Powered Equipment

Item	Equipment Specifications – <u>LOT 1</u> – Lift and Place Telehandler	Statement of Compliance (Bidders to state compliance and actual parameters)
1.	LIFT AND PLACE TELEHANDLER	
1.1	<u>GENERAL</u>	
(a)	Manufacturer	
(b)	Model	
(c)	Year of Production	
1.2	<u>ENGINE</u>	
(a)	Internal Combustion	
(b)	Naturally Aspirated or Turbocharged	
(c)	Water Cooled Diesel Engine	
(d)	Minimum BHP 74	
1.3	<u>TRANSMISSION</u>	
(a)	Gearbox: 4 speeds	
(b)	Front and rear drive axles: Epicyclic hub reduction drive/steer axles with Max-Trac torque proportioning differentials	
(c)	Permanent 4-wheel drive	
1.4	<u>HYDRAULIC SYSTEM</u>	
(a)	Two stage gear pump with suction strainer and filter	
1.5	<u>STEERING</u>	
(a)	Hydrostatic power steering with power track rods on both axles	
(b)	Three steer mode options:	

Item	Equipment Specifications – <u>LOT 1</u> – Lift and Place Telehandler	Statement of Compliance (Bidders to state compliance and actual parameters)
	<ul style="list-style-type: none"> - front wheel steer - all wheel steer - crab steer: operated from in the cab by a selection lever 	
1.6	<u>BRAKES</u>	
(a)	Service brakes: <ul style="list-style-type: none"> - hydraulically activated - self-adjusting - oil-immersed in-board high back-off multi-disc type in front and rear axle 	
(b)	Parking brake: <ul style="list-style-type: none"> - Hand-operated disc brake on output of gearbox (at least 55 kW/74 hp) - oil immersed disc type 	
1.7	<u>LIFT CAPABILITIES</u>	
(a)	Max Height – at least 56ft (17.070m)	
(b)	Max Capacity – at least 10,000lb (4,537kg)	
(c)	Lift capacity to full height (on tires) – at least 3,000lb (1,361kg)	
(d)	Lift capacity to full height (on stabilizers) – at least 4,000lb (1,814kg)	
(e)	Lift capacity at full reach (on tires) – at least 300lb (136kg)	
(f)	Lift capacity at full reach (on stabilizers) – at least 3,000lb (1,360kg)	
(g)	Reach at maximum lift height – at least 8ft-2in (2.490m)	
(h)	Maximum forward reach – at least 42ft (12.80m)	
(i)	Frame sway left or right – at least 10°	
1.8	<u>DIMENSIONS</u>	

Item	Equipment Specifications – <u>LOT 1</u> – Lift and Place Telehandler	Statement of Compliance (Bidders to state compliance and actual parameters)
(a)	Overall Height – approximately 8ft-10in (2.692m)	
(b)	Overall Width – approximately 8ft-1in (2.471m)	
(c)	Overall Length to Front Carriage – approximately 21ft-7in (6.579m)	
(d)	Turning Radius (Outside) – not more than 14ft-1in (4.293m)	
(e)	Wheel Base – approximately 10ft-4in (3.150m)	
1.9	<u>FEATURES</u>	
(a)	Front and rear working lights	
(b)	Rotating flashing beacon	
©	Road light kit	
(d)	Fully Enclosed Cabin	
(e)	Windshield and Roof guard	
(f)	Radio Kit	
(g)	Air Conditioning	
(h)	Fire Extinguisher	
(i)	Rear mirror	
(j)	Seat and seatbelt	
(k)	Windshield wiper/washer	
(l)	ROPS ISO 3471	
(m)	FOPS ISO 3449	

Item	Equipment Specifications – <u>LOT 1</u> – Engine Powered Forklift for Yard Operation	Statement of Compliance (Bidders to state compliance and actual parameters)
2.	ENGINE POWERED FORKLIFT FOR YARD OPERATION	
2.1	<u>GENERAL</u>	
(a)	Manufacturer	
(b)	Model	
©	Year of Production	
2.2	<u>ENGINE</u>	
(a)	Internal Combustion	
(b)	Naturally Aspirated or Turbocharged	
©	Water Cooled Diesel Engine	
(d)	Minimum rated power – at least 56kW / 2100rpm	
(e)	Minimum rated Torque – at least 269Nm / 1600rpm	
2.3	<u>TRANSMISSION</u>	
(a)	Powershift with 1 forward Gear and 1 reverse	
2.4	<u>STEERING</u>	
(a)	Hydrostatic power steering	
2.5	<u>AXLES</u>	
(a)	2 tires front / 2 tires rear	
(b)	Tire Type – Pneumatic	
©	Front Wheels – 300-15-18PR	
(d)	Rear Wheels – 7.00-12-12PR	

Item	Equipment Specifications – <u>LOT 1</u> – Engine Powered Forklift for Yard Operation	Statement of Compliance (Bidders to state compliance and actual parameters)
(e)	Wheel Base – approximately 2,000mm	
2.6	<u>BRAKES</u>	
(a)	Service brakes: - hydraulically activated - self-adjusting - oil-immersed in-board high back-off multi-disc type on front axle	
(b)	Parking brake: - Hand-operated	
2.7	<u>LIFT CAPABILITIES</u>	
(a)	Max Fork Height – at least 3,000mm	
(b)	Max Capacity – at least 4,500kg	
©	Fork Size – approximately 50mm x 150mm x 1,070mm	
(d)	Load Centre – 600mm	
(e)	Tilt Range Forward – 6°	
(f)	Tilt Range Backward – 12°	
2.8	<u>DIMENSIONS</u>	
(a)	Overall Width – not more than 1,450mm	
(b)	Turning Radius (Outside) – not more than 2,750mm	
©	Overall Guard Height – approximately 2,300mm	
(d)	Mast Extended Height – approximately 4,270mm	
2.9	<u>FEATURES</u>	

Item	Equipment Specifications – <u>LOT 1</u> – Engine Powered Forklift for Yard Operation	Statement of Compliance (Bidders to state compliance and actual parameters)
(a)	System of Active Stability (SAS)	
(b)	Operator Presence Sensing System (OPS)	
©	Swivel Seat and seatbelt	
(d)	Rear Pillar Assist Grip	
(e)	Suspension Seat with Damper	
(f)	Multifunctional Display	
(g)	Steel Cabin	
(h)	Front Windshield with Wiper and Washer	
(i)	LED Working lights	
(j)	Catalytic Muffler	
(k)	3-way Catalytic Converter System	
(l)	Diesel Particulate Filter DPF-II	
(m)	Spark Guard Net	
(n)	Upswept Exhaust	
(o)	Yellow Strobe Light On Overhead Guard	
(p)	Back Up Buzzer	
©	Front Combination Lights	
(s)	Rear Combination Lights	
(t)	Rear-view Mirrors (Right & Left)	
(u)	Floor Mat	

Item	Equipment Specifications – <u>LOT 1</u> – Engine Powered Forklift for Yard Operation	Statement of Compliance (Bidders to state compliance and actual parameters)
(v)	Mast Tilt Indication	
(w)	Document Box	
(x)	Torque-converter Interlock	
(y)	Fully Oil Charged Lift Cylinder	
(z)	Tilt Cylinder Hole Boots	

LOT 2 – Electric Powered Equipment

Item	Equipment Specifications – <u>LOT 2</u> – Electric Powered Forklift for Warehouse Operations	Statement of Compliance (Bidders to state compliance and actual parameters)
1.	ELECTRIC POWERED FORKLIFT FOR WAREHOUSE OPERATIONS	
1.1	<u>GENERAL</u>	
(a)	Manufacturer	
(b)	Model	
©	Year of Production	
1.2	<u>POWER UNIT</u>	
(a)	Drive motor rating S2 60 min – 20kW Min	
(b)	Lift motor rating S3 15% - at least 25.5kW	
©	Battery Voltage – 80V	
(d)	Battery Type – lithium-ion	
(e)	Nominal Capacity – at least 700Ah	
(f)	Type of Drive Control – AC	
1.3	<u>STEERING</u>	
(a)	Full hydraulic power steering including steering synchroniser	
1.4	<u>AXLES</u>	
(a)	2 tyres front / 2 tyres rear	
(b)	Tyre Type – Pneumatic Shaped Cushion	
©	Front Wheels – 23 x 9-10	
(d)	Rear Wheels – 18 x 7-8	

Item	Equipment Specifications – <u>LOT 2</u> – Electric Powered Forklift for Warehouse Operations	Statement of Compliance (Bidders to state compliance and actual parameters)
(e)	Wheel Base – approximately 1,720mm	
1.5	<u>BRAKES</u>	
(a)	Service brakes: - Mechanical/Hydraulic	
(b)	Parking brake: - Pedal Actuated	
1.6	<u>LIFT CAPABILITIES</u>	
(a)	Max Fork Height – at least 3,340mm	
(b)	Max Capacity – at least 2,500kg	
©	Fork Size – 40mm x 100mm x 1,000mm	
(d)	Load Centre – 500mm	
(e)	Lift Speeds, Loaded – at least 0.50m/s	
(f)	Lift Speeds, Empty – at least 0.63m/s	
1.7	<u>DIMENSIONS</u>	
(a)	Overall Width – approximately 1,195mm	
(b)	Overall Length – approximately 3,429mm	
(c)	Turning Radius (Outside) – not more than 2,138mm	
(d)	Overall Guard Height – approximately 2,215mm	
1.8	<u>FEATURES</u>	
(a)	System of Active Stability (SAS)	
(b)	Operator Presence Sensing System (OPS)	

Item	Equipment Specifications – <u>LOT 2</u> – Electric Powered Forklift for Warehouse Operations	Statement of Compliance (Bidders to state compliance and actual parameters)
(c)	Operator Restraint System (ORS)	
(d)	Digital Multifunctional Display with Wheel Indicator	
(e)	Memory Tilt Steering Column	
(f)	Emergency Stop button in Armrest	
(g)	Headlights – LED	
(h)	Front Combination Lights	
(i)	Rear Working Lights – LED	
(j)	Rear Combination Lights	
(k)	Rear View Mirrors – Left and Right	
(l)	Yellow Beacon	
(m)	Back up Buzzer	
(n)	Front Windshield with wiper and Roof	
(o)	Rear Assist Grip with Horn Button	
(p)	Seat and seatbelt	

Item	Equipment Specifications – <u>LOT 2</u> – Cushion Tire Lift Truck for Container Operations	Statement of Compliance (Bidders to state compliance and actual parameters)
2.	CUSHION TIRE LIFT TRUCK FOR CONTAINER OPERATIONS	
2.1	<u>GENERAL</u>	
(a)	Manufacturer	
(b)	Model	
(c)	Year of Production	
2.2	<u>POWER UNIT</u>	
(a)	Drive motor rating S2 60 min – 20kW Min	
(b)	Lift motor rating S3 15% - at least 25.5kW	
(c)	Battery Voltage – 80V	
(d)	Battery type - lithium-ion	
(e)	Nominal Capacity – at least 700Ah	
(f)	Type of Drive Control - AC	
2.3	<u>STEERING</u>	
(a)	Full hydraulic power steering including steering synchroniser	
2.4	<u>AXLES</u>	
(a)	2 tyres front / 2 tyres rear	
(b)	Tyre Type – Super Elastic	
(c)	Front Wheels – 23 x 10-12	
(d)	Rear Wheels – 18 x 7-8	
(e)	Wheel Base – approximately 1,720mm	

Item	Equipment Specifications – <u>LOT 2</u> – Cushion Tire Lift Truck for Container Operations	Statement of Compliance (Bidders to state compliance and actual parameters)
2.5	<u>BRAKES</u>	
(a)	Service brakes: - Mechanical/Hydraulic	
(b)	Parking brake: - Pedal Actuated	
2.6	<u>LIFT CAPABILITIES</u>	
(a)	Max Fork Height – at least 3,345mm	
(b)	Max Capacity – at least 3,000kg	
(c)	Fork Size – 45mm x 100mm x 1,000mm	
(d)	Load Centre – 500mm	
(e)	Lift Speeds, Loaded – at least 0.40 m/s	
(f)	Lift Speeds, Empty – at least 0.55 m/s	
2.7	<u>DIMENSIONS</u>	
(a)	Overall Width – approximately 1,195mm	
(b)	Overall Length – approximately 3,449mm	
(c)	Turning Radius (Outside) – not more than 2,138mm	
(d)	Overall Guard Height – approximately 2,215mm	
2.8	<u>FEATURES</u>	
(a)	System of Active Stability (SAS)	
(b)	Operator Presence Sensing System (OPS)	

Item	Equipment Specifications – <u>LOT 2</u> – Cushion Tire Lift Truck for Container Operations	Statement of Compliance (Bidders to state compliance and actual parameters)
(c)	Digital Multifunctional Display with Wheel Indicator	
(d)	Memory Tilt Steering Column	
(e)	Emergency Stop button in Armrest	
(f)	Headlights – LED	
(g)	Front Combination Lights	
(h)	Rear Working Lights – LED	
(i)	Rear Combination Lights	
(j)	Rear View Mirrors – Left and Right	
(k)	Yellow Beacon	
(l)	Back up Buzzer	
(m)	Front Windshield with wiper and Roof	
(n)	Rear Assist Grip with Horn Button	
(o)	Seat and seatbelt	

6.0 EVALUATION OF TENDERS

Bidders should submit their Tenders for all quantities and items within any or both lots. Bidders may offer discounts in case of contract award for both lots. Such discounts must be specified in the Form of Tender and read-out during the opening procedure.

The nominated evaluated team will:

- (a) Evaluate Tenders offering all items per lot and all quantities per item;
- (b) Take into account:
 - (i) Tenders for each lot with the highest technical score; and
 - (ii) offered discounts, if any, in case of award for both lots.

The following evaluation criteria will be used to evaluate Tenders received in response to this Invitation to Tender. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that Tenders would be deemed Non-compliant. Subsequent to passing the Administrative Compliance, Warranty and Bidder's Qualifications, **Tenders will be evaluated over a total of 100 marks and bidders must achieve a minimum score of 65% of the total quality/technical score to be considered for award of contract.** Tenders that fail to meet the above qualifying score will be rejected and not considered for award of contract.

Evaluation Criteria	Weighted Score %
Administrative Compliance	PASS/FAIL
Warranty – one (1) year	PASS/FAIL
Bidder's Qualifications	PASS/FAIL
<i>The technical and cost criteria will be evaluated over a total of 100 marks. Bidders are required to achieve at least 65% of the minimum technical score to qualify to be considered for contract award.</i>	
Delivery Time	15%
Conformance to Technical Specifications	40%
Cost Proposal	45%
TOTAL	100%

6.1 Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested in the Tender Submission Checklist:

- (a) Completed and Signed Form of Tender (Section 8), including Price and Delivery Schedule
- (b) Completed and Signed Respondent's Identification Details (Section 7)
- (c) Signed Anti-Collusion Statement (Section 9)
- (d) Tax Compliance Certificate (if locally based)
- (e) Completed Technical Specifications (Section 5) and supporting documentation (datasheets, brochures, etc.)
- (f) Warranty Information on Equipment
- (g) Bidder's Qualification Information

- (h) A spare parts list with cost, quantity, part # and frequency of replacement as per paragraph (a) of Section 5.

This is a **PASS/FAIL** criterion. If all the above requirements are fulfilled, then the bidder would move onto the next stage of the evaluation. If any of the above-mentioned items are not submitted, then the Tender would be deemed non-compliant and rejected.

6.2 Warranty - PASS/FAIL

Bidder shall provide in their tender a minimum of **one (1) year** valid warranty for **each Equipment**. Details need to be provided with respect to warranty coverage that is being offered with each piece of equipment including location and contact details for the dealers where the warranty services can be accessed. Bidders whose tender does not include a warranty with the minimum period and details as specified above will be **disqualified**.

6.3 Bidder's Qualifications - PASS/FAIL

Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- (a) at least 5 years' experience in supply of similar equipment
- (b) authorisation from original equipment manufacturer(s) or authorised agents to supply the offered equipment
- (c) at least one contract, within the past three years, in supplying similar equipment, within a similar scope of supply and complexity as to the proposed contract
- (d) availability of personnel with qualified professional, spare parts and service centre in Montserrat and/or the Caribbean region.

6.4 Delivery Time (15%)

A higher than normal weighting has been given to delivery schedule, so that preference can be given to those suppliers that can have the items in Montserrat at the earliest time. Tenders offering delivery time beyond the Latest Delivery Date will be deemed non-compliant and rejected.

The percentage for this criterion will be calculated proportionately to similar submissions from other tenders passing Administrative Compliance, Warranty and Bidder's Qualifications and determined compliant:

$$DT = (D_{\min}/D)*15\%,$$

where

DT – delivery time score

D_{\min} – the shortest delivery period among Tenders passing Administrative Compliance, Warranty and Bidder's Qualifications and determined compliant

D – delivery period.

6.5 Conformance to the Technical Specifications (40%)

Adherence to technical specification is paramount. However, consideration will be given to effectiveness and robustness, users ease in operations and enhanced safety features. Marks will be awarded to tenders meeting mandatory requirements depending on the degree of compliance with the technical specifications as compared with the other technically compliant tenders.

6.6 Cost Proposal (45%)

Bidders must provide a detailed cost proposal along with completing the Form of Tender and return them with their ITT submission. The Tender price is a significant factor and the Government of Montserrat will seek to ensure that the supply and related services are undertaken at the most economically advantageous price.

The tenderers are required to exclude customs duties, but include service and port charges in their prices.

The Government of Montserrat is not bound to accept the lowest or any Tender. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Tenders.

$$CP = (P_{\min} / P) * 45\%$$

where

CP – cost proposal score

P_{\min} – the lowest of all Evaluated Costs among Tenders passing Administrative Compliance, Warranty and Bidder's Qualifications

P – Evaluated Cost.

7.0 RESPONDENT'S IDENTIFICATION DETAILS

A		PERSONAL INFORMATION	
BUSINESS NAME:.....REGISTRATION NUMBER:.....			
BUSINESS ADDRESS:.....			
.....			
CONTACT PERSON:.....POSITION:.....			
TELEPHONE NUMBER(S):.....WEBSITE:.....			
EMAIL ADDRESS:			
B		QUESTIONNAIRE	
1	Your entity operates as which one of the following?	√	Tick the applicable response
			Sole Proprietorship
			Partnership
			Limited Liability
			Others
2	How many years has your entity been in operation?		(0-1)
			(1-3)
			(3-5)
			(5-10)
			(10 & Over
3	Number of Employees within your entity?		(1-5)
			(6-10)
			(11-15)
			(16 & Over)
			(1-3)
4	How many similar contracts has your entity successfully completed in the last 2 years?		(4-6)
			(7-9)
			(10 & Over)
			(50-100)K
5	What is the highest sum of any of the contracts completed in the last 2 years?		(101-200)K
			(201-400)K
			Over 400K
			YES
6	Has your entity failed to complete a contract for a public or private entity?		NO
C		SIGNATURE	
I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand that any false statement may result in a denial of a contract and possible debarment from future prospects.			
.....			
(Signature of Business Representative)			
.....		Business Name/Stamp	
Date			

8.0 FORM OF TENDER

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Government Headquarters
Montserrat, MSR1110

Dear Sir/Madam

Re: ITT for the Supply and Delivery of Motorized Equipment for the Montserrat Port Authority

I/We the undersigned undertake to supply and deliver the equipment as outlined in the above captioned project in accordance with the Tender Document requirements for the sum of:

Lot 1 – Engine Powered Equipment EC\$

(words).....

Lot 2 – Electric Powered Equipment EC\$

(words).....

Total: EC\$

(words).....

Please note the applicable exchange rate from US\$ to EC\$ is 2.7169

The discounts offered and the methodology for their application are: [Specify in detail each discount offered and an exact method of calculations to determine the price after application of discounts.]

If my/our tender is accepted, I/We undertake to complete the sourcing and delivery of the goods within _____ **weeks** from the date of receipt by me/us of the official award of contract and to obtain a Financial Guarantee in accordance with the ITT.

I/We understand that I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender.

I/We confirm this tender shall remain valid for a period of **ninety (90) days** from the date of submission of this tender.

I/We understand the General Terms and Conditions and accept them as part of this ITT.

Name.....

Name of Firm (If applicable)

Address.....

.....

Tel. no / Fax No Email Address

Signed..... Date.....2023

ANNEX TO THE FORM OF TENDER

Price and Delivery Schedule, Lot 1 – Engine Powered Equipment

Line Item N°	Description of Goods	Quantity A	DDP Final Destination Unit Price ¹ , {currency} B	DDP Final Destination Total Price {currency}, C = A * B	Final Destination	Date of delivery at the Final Destination	
						Latest Delivery Date	Bidder's offered Delivery Date [to be provided by the bidder]
1	Lift and Place Telehandler as per Item 1 (Lot 1) of the Technical Specifications	1			Port at Little Bay	365 days after contract signature	
2	Engine Powered Forklift for Yard Operation as per Item 2 (Lot 1) of the Technical Specifications	1			Port at Little Bay		
3	Spare parts for Lift and Place Telehandler	1 set			Port at Little Bay		
3.1	{bidder to list spare parts and their quantities}				Port at Little Bay		
4	Spare parts for Engine Powered Forklift for Yard Operation	1 set			Port at Little Bay		
4.1	{bidder to list spare parts and their quantities}				Port at Little Bay		
5	Related services for Lift and Place Telehandler				Port at Little Bay	365 days after contract signature	
5.1	Set of maintenance tools	1 set			Port at Little Bay		
5.2	Documentation – Users' Operations Manual, Maintenance, Repair and Service Manual and Spare Parts Catalogue	2 sets			Port at Little Bay		
5.3	Assemble, start-up and testing	1			Port at Little Bay		
5.4	Training	2			Port at Little Bay		

¹ including taxes, duties and other charges as per Tax Obligations specified in ITT.

Price and Delivery Schedule, Lot 1 – Engine Powered Equipment

Line Item N°	Description of Goods	Quantity A	DDP Final Destination Unit Price ¹ , {currency} B	DDP Final Destination Total Price {currency}, C = A * B	Final Destination	Date of delivery at the Final Destination	
						Latest Delivery Date	Bidder's offered Delivery Date [to be provided by the bidder]
6	Related services for Engine Powered Forklift for Yard Operation				Port at Little Bay		
6.1	Set of maintenance tools	1 set			Port at Little Bay		
6.2	Documentation – Users' Operations Manual, Maintenance, Repair and Service Manual and Spare Parts Catalogue	2 sets			Port at Little Bay		
6.3	Assemble, start-up and testing	1			Port at Little Bay		
6.4	Training	2			Port at Little Bay		
	Total (carry forward to the Form of Tender)						

.....
(Signature of Business Representative)

.....
Date

Business Name/Stamp

Price and Delivery Schedule, Lot 2 – Electric Powered Equipment

Line Item N°	Description of Goods	Quantity	DDP Final Destination Unit Price ² , {currency} B	DDP Final Destination Total Price {currency}, C = A * B	Final Destination	Date of delivery at the Final Destination	
						Latest Delivery Date	Bidder's offered Delivery Date [to be provided by the bidder]
1	Electric Powered Forklift for Warehouse Operations as per Item 1 (Lot 2) of the Technical Specifications, including Battery Charger for Electric Powered Equipment	1			Port at Little Bay	365 days after contract signature	
2	Cushion Tire Lift Truck for Container Operations as per Item 2 (Lot 2) of the Technical Specifications, including Battery Charger for Electric Powered Equipment	1			Port at Little Bay		
3	Spare parts for Electric Powered Forklift for Warehouse Operations	1 set			Port at Little Bay		
3.1	{bidder to list spare parts and their quantities}				Port at Little Bay		
4	Spare parts for Cushion Tire Lift Truck for Container Operations	1 set			Port at Little Bay		
4.1	{bidder to list spare parts and their quantities}				Port at Little Bay		
5.	Related services for Electric Powered Forklift for Warehouse Operations				Port at Little Bay		365 days after contract signature
5.1	Set of maintenance tools	1 set			Port at Little Bay		
5.2	Documentation – Users' Operations Manual, Maintenance, Repair and Service Manual and Spare Parts Catalogue	2 sets			Port at Little Bay		
5.3	Assemble, start-up and testing	1			Port at Little Bay		

² including taxes, duties and other charges as per Tax Obligations specified in ITT.

Price and Delivery Schedule, Lot 2 – Electric Powered Equipment

Line Item N°	Description of Goods	Quantity A	DDP Final Destination Unit Price ² , {currency} B	DDP Final Destination Total Price {currency}, C = A * B	Final Destination	Date of delivery at the Final Destination	
						Latest Delivery Date	Bidder's offered Delivery Date [to be provided by the bidder]
5.4	Training	2			Port at Little Bay		
6.	Related services for Cushion Tire Lift Truck for Container Operations				Port at Little Bay		
6.1	Set of maintenance tools	1 set			Port at Little Bay		
6.2	Documentation – Users' Operations Manual, Maintenance, Repair and Service Manual and Spare Parts Catalogue	2 sets			Port at Little Bay		
6.3	Assemble, start-up and testing	1			Port at Little Bay		
6.4	Training	2			Port at Little Bay		
	Total (carry forward to the Form of Tender)						

.....
(Signature of Business Representative)

.....
Date

Business Name/Stamp

9.0 TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE

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.....2023

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

10.0 TENDER SUBMISSION CHECKLIST

Project Title: **Supply and Delivery of Motorized Equipment for the Montserrat Port Authority**

Date advertised: **Wednesday, 1st February 2023**

Clarification Deadline: **Wednesday, 1st March 2023**

Tender Deadline Date: **Wednesday, 15th March 2023**

Tender Deadline Time: **12:00 midday Eastern Caribbean time, 1600 UK time**

Below are the following documents that should be provided for a Supplier's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered non-compliant and rejected.

- Completed and signed Form of Tender (Section 8), including Price and Delivery Schedule
- Completed and signed Respondent's Identification Details (Section 7)
- Signed Anti-Collusion Statement (Section 9)
- Valid Tax Compliance Certificate (if locally based)
- Completed Technical Specifications (Section 5) and supporting documentation (datasheets, brochures, etc.)
- Warranty Information on Equipment
- Bidder's Qualification Information
- A spare parts list with cost, quantity, part number (#) and frequency of replacement as per Paragraph (a) of Section 5

.....

Signed on behalf of Bidder

.....

Date

11.0 APPENDIX A - FORM OF AGREEMENT

FORM OF AGREEMENT ISLAND OF MONTSERRAT

This Agreement is made the..... day of..... between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **the Permanent Secretary, Ministry of Communications, Works, Labour Energy** (hereinafter referred to as “**GOM**”) of the one part and whose address is acting herein and represented by (hereinafter referred to as “**the Supplier**”) of the other part.

WHEREAS the Government of Montserrat is desirous of carrying out the following services for the supply and delivery of Motorized Equipment, and WHEREAS the Supplier offered to perform this task as a contract price of (**EC\$**.....), as full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the fees as outlined within Twenty-one (21) days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier.

It is agreed as follows:

1. Deliverables:

The Supplier agrees to perform the following tasks as outlined under the General Conditions of Contract.

2. Duration:

The duration of this assignment shall be a period of.....

3. Documents Forming this Agreement

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract
- (b) Appendices:
 - Appendix 1: Technical Specifications
 - Appendix 2: Warranty Information and Certificate
 - Appendix 3: Form of Tender, including Price and Delivery Schedule

4. Ownership of Material

Any material, graphic, software or otherwise, supplied by the Supplier for the Client under the Contract

shall belong to and remain the property of the Client (Government of Montserrat). The Supplier may retain a copy of such documents and software.

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

A. SUPPLIER

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. GOM

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

12.0 APPENDIX B - GENERAL CONDITION OF CONTRACT

This Agreement is made the day of..... **2023** between the **GOVERNMENT OF MONTSERRAT** having its Headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Communications, Works, Labour & Energy (hereinafter referred to as "**GOM**") of the one part and (*supplier's company*) whose address isacting 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, including all specifications which are described and attached hereto to include the tender instructions and other documents which may be incorporated or referred to herein;

The contracting authority means the Government of Montserrat **GOM**.

The Supplier means the company/ companies/ individuals that have responsibility for carrying out the requirements of the contract.

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

The Supply and Delivery of ALL equipment listed or referred to in the contract as "services" means all work which the Supplier is required to undertake in the performance of this contract.

The Specification means the **GOM's** requirements for the **Supply and Delivery of Motorized Equipment**, details of which have been provided in this tender document.

2. VARIATIONS OF CONDITIONS

The Supply and Delivery of equipment outlined in the Specifications, 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 Supplier not deliver the Goods 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 **five (5) days** of the force majeure event relied on or if the Goods 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.
- 3.3 The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount of five (5) percent of the Contract Price. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in the currency of the Contract and shall be in a format acceptable to the **GOM**.

The Performance Security shall be discharged by the **GOM** and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

4. PAYMENT

- 4.1 As full consideration for the Goods provided by the Supplier under the terms of this Contract, the **GOM** will pay the Supplier a Sum of (\$.....) inclusive of any relevant taxes and fees as outlined below within twenty-one (21) days:

- a) **On Delivery:** Fifty (50%) of the sum above of the equipment delivered shall be paid after submission of Supplier's invoice; a negotiable bill of lading, a non-negotiable sea waybill or an airway bill; Manufacturer's or Supplier's warranty certificates; Manufacturer's or Supplier's inspection certificates; and packing lists; and
- b) **On Acceptance:** Fifty (50%) of the sum above of the equipment accepted upon submission of claim supported with the acceptance certificate issued by the **GOM** Section 5

provided that **GOM** give notice in writing of its intention not to pay such fee and provide the relevant reason where:

- a) The Supplier has failed to provide the goods, or has inadequately carried out the requirements of this Contract and has not remedied such failure or deficiency within a reasonable time;
- b) The Supplier, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
- c) There is a breach of any other provision of this Contract; 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 Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract as a debt, providing that such sum is agreed by the parties as recoverable by **GOM** or has been fully ascertained and substantiated.

- 4.3 If any fee or portion thereof payable under this Agreement shall be unpaid forty (40) days after receipt of an original invoice in respect of such fee the Supplier may give notice to the **GOM** requiring the **GOM** to pay such fee or part thereof and if the **GOM** shall fail to comply with such notice, the Supplier may terminate or suspend this Contract immediately. Nothing stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.

- 4.4 Any payment made after the due date for payment shall attract interest at a rate of 2% per centum.
- 4.5 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender. The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
- 4.6 Except as provided under General Conditions of Contract Clause 14, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the **GOM** may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to half (0.5) percent the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of ten (10) percent. Once the maximum is reached, the **GOM** may terminate the Contract pursuant to the General Conditions of Contract Clause 10.

5. INDEMNITY AND INSURANCE

- 5.1 Supplier shall be liable for and shall indemnify the **GOM** against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of:
 - 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, 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 Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.
- 5.2 The Supplier shall only be liable to pay compensation to the Contracting Authority under or in connection with this Contract if a breach of Clause 3 is established against the Supplier.

Notwithstanding any other term to the contrary in this Contract or any related document and whether the cause of action for any claim arises under or in connection with this Contract in contract or tort, in negligence or for breach of statutory duty or otherwise, in relation to any and all causes of action as aforesaid the total liability of the Supplier in the aggregate for all claims shall be limited to the lesser of:

 - a) sum equivalent to three (3) times the fee payable under this Contract or
 - b) \$100,000.00 Eastern Caribbean Dollars.
- 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 Contractor/Consultant/Supplier 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 Contractor/Consultant/Supplier to pay having regard to the Contractor's /Consultant's responsibility for the same and on the basis that:
 - a) all other parties appointed or to be appointed by the Contracting Authority to perform related services in connection with the Project shall be deemed to

have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the Contracting Authority 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 Contracting Authority for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this clause

6. INSURANCE

- 6.1 The Supplier may insure against its full liability under this Contract as per obligations of the Supplier in accordance with Incoterms 2022.
- 6.2 The Supplier may be requested to 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 Supplier.
- 7.2 The Supplier 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 Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the acts, defaults, or neglect of any sub-Supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Supplier or its agents or employees.

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 Supplier 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.
- 8.2 The Supplier 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 that 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 Supplier 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 Supplier notice in writing where the Supplier;-
- 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 Contracting Authority to the Supplier, the Supplier fails to remedy such breach within 14 days of the notice then the Contracting Authority 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 Supplier;

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 Supplier as a debt). Such loss shall include the reasonable cost to the **GOM** of the time spent by the **GOM** in terminating of the Contract as aforesaid have been due to the Supplier.

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 Contract supersedes any prior Contract between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.

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. WARRANTY

15.1 The Supplier warrants that all the Goods are new, unused, and are line with the Supplier's bid.

15.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier.

15.3 The warranty shall remain valid for twelve (12) months after the Goods have been delivered to and accepted by GOM. The period for repair or replacement after being notified of the defect by the Purchaser shall be thirty (30) days.

15.4 If having been notified, the Supplier fails to remedy the defect within the period specified in 15.3, GOM may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. NOTICES

16.1 Any notice required to be served under this Contract shall be in writing and may be served by electronic mail to the correct address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the

party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

16.2 A Notice shall be delivered as follows:

A. If to the Supplier, to:

Name:
Designation:
Address:
.....
Tel:
Fax:
Email:

B. If to the **GOM**, to:

Mr. Colin Fergus
Permanent Secretary
Ministry of Communications, Works, Labour & Energy
Brades
Montserrat
Tel: (664) 491-2521
Fax: (664) 491-6659
Email: cfergus@gov.ms

17. CONFIDENTIALITY

17.1 The Supplier 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 Supplier shall not seek to acquire any such information outside of the performance of its duties under this Contract.

18. MEDIATION AND ARBITRATION

18.1 If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through mutual agreement within fourteen (14) days. If unsuccessful, 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.

19. SIGNATURES

19.1 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.

C. SUPPLIER

Name:

Designation:

Signature:

Witness Name:

Designation:

Signature:

D. GOM

Name:

Designation:

Signature:

Witness Name:

Designation:

Signature: