

GOVERNMENT OF MONTSERRAT

Invitation to Tender (ITT)



Maintenance Service for Geothermal Wellheads on Montserrat

**Ministry of Communication, Works, Labour and Energy
Brades
Montserrat MSR 1110
Tel: 1-664-491-2521**

December 2021

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Documents A to D are for information only and do not need to be returned with your submission

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A. Introduction

A.1 Introduction

The Government of Montserrat is seeking bids to provide Maintenance Service for Geothermal Wellheads on Montserrat. This Invitation to Tender (ITT) is supplied by the Government of Montserrat (GOM), through the Ministry of Communication, Works, Labour and Energy to assist potential suppliers in the preparation and submission of Tenders in connection with the supply of Maintenance Service for Geothermal Wellheads on Montserrat.

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

Included in this ITT are the tender documents, consisting of:

- ✓ Introduction
- ✓ Invitation to Tender
- ✓ Instructions to Tenderers
- ✓ Guidance Notes
- ✓ Scope of Service Requirements
- ✓ Evaluation Methodology
- ✓ Appendix A – Contract Performance Report Template
- ✓ Appendix B - General Conditions of Contract

Please ensure that you complete documents 1,2,3,4 as indicated below to ensure that your bid is **administratively compliant**.

Document	Instruction
1. Form of Tender	Must be completed and returned as part of your tender submission.
2. Anti-Collusion Statement	Must be completed and returned as part of your tender submission.
3. Respondents Identification Details	Must be completed and returned as part of your tender submission.
4. Tender Submission Checklist	Must be completed and returned as part of your tender submission.

Purpose of ITT

- Expects Tenderers 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 Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender
- 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.

A.2 Procurement Timetable

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

PROJECT DETAILS	DELIVERABLE
Procurement Method	Open Tender procedure
ITT for Maintenance of Geothermal Wellheads on Montserrat	Date Published on Government of Montserrat Website and MyTenders portal. Wednesday 22nd December 2021
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 your intention is to make an electronic submission for this tender, please register your interest on MyTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents. If you experience difficulty in uploading to the MyTenders website, please contact jutleh@gov.ms before the stipulated deadline.
Clarification Deadline and contact details	Monday, 24 th January 2022 Email: Head of Procurement at jutleh@gov.ms and copy to Fentonn@gov.ms
ITT Submission Deadline	Wednesday 02 nd February 2022, no later than 12:00 midday, (Eastern Caribbean Time) and 16:00 hrs. UK time
Tender Submission Address	The Chairperson Public Procurement Board Ministry of Finance and Economic Management Brades, Montserrat.
Contract Commencement – this is an indicative date and may be subject to change	March 2022

A.3 Procurement Process

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 and the price of the bid is announced and recorded. The public element of the meeting is declared over.
- ✓ The bids are locked away securely.
- ✓ The bids 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 bids 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 services 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 Stages

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

If the GoM needs to clarify any points, questions will be submitted in writing to the Potential Bidders via email, who will also be required to respond in writing. Failure to respond to the clarification within the time period specified in the clarification will result in the bid submission not being considered any further.

Stage 3

The Evaluation team will then assess the Technical Quality in line with the instructions within the ITT. If bid submission passed the quality threshold the submission will move to Stage 4. If the bid submission fails to meet the quality assessment the submission will not be considered any further.

Stage 4

The submissions who pass Stages 1, 2 ,3 and meet all the requirements assessed under **Section D** will now have their price submission evaluated.

B. Instruction to Tenderers (Bidders)

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.

B1. Authorities

The Authority concerned with this ITT 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

B2. 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.

B3. 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.

B4. Communication and clarification

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

Name	Harjinder Jutle
Title	GOM Head of Procurement
Email	jutleh@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.

B5. 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.

B6. Conflict of Interest

Each Tenderer 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 Tenderer's response.

B7. Contract Award

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

B8. 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 Tenderers in response to this ITT are to remain the property of the Government of Montserrat.

B9. 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 Tenderer'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 Tenderer, 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.

B10. Contract Requirements

The Potential Bidder is expected to agree to Montserrat General 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.

B11. Tax Obligations

If locally based, the tenderer 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.

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.

B12. Bid 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 costs.

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.

- **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 Maintenance of Geothermal Wellheads

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 Maintenance of Geothermal Wellheads

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.**

Tenderers will be given a receipt.

Guidance Notes

The guidance notes are designed to assist bidders in preparing a bid submission.

- GOM reserves the right to amend or terminate the procurement procedure or change the timings outlined in this ITT.
- The 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.
- Potential Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 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 Supply of Services Agreement and are issued during the tendering process they shall supplement and/or supersede previous versions
- 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 submission deadline.
- The Montserrat General Conditions of Contract will be adopted for this Contract. These are attached as Appendix 2.
- Tender. Tenderers must complete, sign and return Tender Submission Check List, with all the required documents to constitute a compliant Bid. Failure to comply with this requirement will lead to bids being deemed non-compliant and failing to pass the administrative compliant stage. **(Stage 1)**.
- Tenderers 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.
- Tenders must be returned in line with the instructions for submitting a Tender.
- Late submissions will not be considered.
- 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.
- Tenderers are not permitted to submit alternative tenders.
- The Government of Montserrat is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.

- Validity Period - The bids must remain valid for acceptance for a minimum of **one hundred and twenty (120) 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.
- Tenders must be completed in the English language or a full English translation provided at no cost to the GoM.
- The submission will be checked for completeness and compliance before responses are evaluated.
- Any signatures must be made by a person who is authorised to commit the Potential Bidder to the Contract.
- 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
- 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.
- 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.
- Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Tenderer without the prior written consent of the Government of Montserrat. Such written consent however shall not under any circumstances relieve the Successful Tenderer 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.

COVID 19 regulations/protocols must be adhered to.

Criminal Record Checks

The service provider shall provide documentary evidence that criminal background checks were conducted on each of its employees prior to hiring, and 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 service provider 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 service provider 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.

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 GoM reserves the right to require the successful Potential Bidder to provide as 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/organisation 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 recognises 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 Tenderer 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 Tenderer and the Government of Montserrat. The Government of Montserrat may also conduct periodic reviews/assessments of any selected Tenderer, taking into consideration, in addition to specific work related to the project undertaken by the Tenderer, ongoing Tenderer staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Tenderer, 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 Tenderer 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 Tenderer 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 **fourteen (14) days** from the approval date of the invoice.

- **Insurance and Workers Compensation**

Mandatory Eligibility Requirements

As a mandatory eligibility requirement for response to this ITT: The Successful Tenderer shall carry at all times during the performance of the work Professional Indemnity Insurance not less EC\$1,000,000.00, (where applicable).

- **Responsibilities of Successful Tenderer**

- (a) The Successful Tenderer shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply the Government of Montserrat with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior thirty (30)-day written notice to the Government of Montserrat.
- (b) The Successful Tenderer or their insurer will notify the Government of Montserrat at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Tenderer to the Government of Montserrat.

- **Indemnification**

The Successful Tenderer agrees to indemnify and save harmless the Government of Montserrat, its councilors, 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 Tenderer 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 Tenderer, 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 Tenderer, 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 Tenderer arising out of or in any way related to this ITT or subsequent contract.

C. SCOPE OF SERVICE

C1. Background

Montserrat a British Overseas Territory is a small island developing state in the Caribbean Sea with a population of about 5,200 people. It is located among the string of islands known as the Lesser Antilles and between the neighboring the French territory of Guadeloupe to the south-east and Antigua to the north-east. Montserrat is referred to as the "Emerald Isle" due to its lush green landscape and natural beauty.

Montserrat's power system, like most islands in the Caribbean, currently relies heavily on costly diesel imports to generate electricity. The power system is operated by Montserrat Utilities Limited (MUL), a private company owned by Government of

Montserrat. The total existing installed capacity is 7.465 MW with 7.205 MW being diesel-based generation and 0.25 MW of Solar PV. Additionally, a 0.75 MW with 1.088 MWh Battery Energy Storage System (BESS) solar system will be commissioned before the end of 2021. Montserrat has some of the most expensive electricity rates in the Caribbean region. In 2020, the average cost was approximately US\$0.45/ kWh, creating hardship for the citizenry and stifling local businesses as they must cope with the high and volatile (because of the diesel fuel cost passed through to consumers as a surcharge on electricity) cost of electricity in day-to-day life. Therefore, improving the power generation mix in order to reduce the cost and volatility of electricity have become a development priority for Montserrat.

To address the volatility and high cost of diesel generation, diversification of the country's generation mix towards renewables has become of paramount importance. Government of Montserrat is currently pursuing the development of geothermal, solar PV and wind energy resources. The Government of Montserrat with donor funding from UK-DFID have successfully implemented the drilling and testing of two (2) production wells **Mon 1** and **Mon 2** within the Cork Hill area. Drilling activities on these wells were concluded in 2014. Both wells are estimated to produce approximately 2 MW of electricity each dependent on plant technology. A third well **Mon 3** was dug in 2016 but encountered some technical challenging during the drilling phase and would require some remedial work to complete.

Geothermal, wind and Solar PV energies could be an ideal solution to Montserrat's future electricity generation mix by substituting base-load diesel generation with Geothermal base-load and peak-load diesel generation with solar PV and Wind peak-load. The resulting lower, and more predictable, costs compared to international oil prices – with geothermal and solar PV energies serving as a natural hedge against the volatility of an imported commodity such as diesel, while also enhancing Montserrat's energy security by utilizing indigenous renewable energy resource.

Each Well has been capped with a 12" 900 RTJ/SSA X 3" 900 RTJ Gate Vales since the conclusion of the drilling activities at each Well. Maintenance on each wellhead has been limited to activities gear retarding the level of weathering of the wellheads. Mon-1 and Mon-2 Wells have not flow since the completion of the long-term testing on these wells back in 2014.

C2. Objectives

The primary objective of this assignment is to keep the geothermal wellhead and all surface installations in the field, including equipment and accessories and civil works, in the best working conditions. To achieve this main objective, the following are anticipated to be achieved through this service:

- 1) Establish a comprehensive Plan for maintaining the integrity of Geothermal Wellhead equipment and valves for Geothermal Wells under the administration of the Ministry of Works, Communication, Labour and Energy on Montserrat.
- 2) Ensure the effective operation and maintenance of Geothermal Wellheads on Montserrat.
- 3) Prepare a **Maintenance Manual** to proactively undertake routine preventive maintenance geared at preserving the integrity of the Wellheads.
- 4) Prepare a **Training Manual** and provide training to increase the competence of local staff to facilitate the maintenance of Geothermal Wellheads.

C3. Scope of works

The successful bidder shall provide all necessary personnel, tools, materials and supervision deemed necessary to carry out the assignment.

- Meet with key GoM staff (MCWLE and Geothermal Steering Committee) and Montserrat Utilities Limited staff to review the ToR, communication protocols and project schedule
- Survey and inspect Mon-1, Mon-2 and Mon-3 Wellheads with the aim of recommended maintenance and or remedial work
- Conduct integrity test on maintained wellheads
- Conduct all necessary activities to maintain well flow for Mon-1 and Mon-2 Wells for a period of seven (7) days
 - Verify and ensure the proper operation and functionality of all valves and instrumentation attached to the Wellhead
 - Inspect glands and joints for any defects and ensure they are properly bolted
 - Inspect all seals for defects and repack to maintain pressure tight seal where necessary
 - Check and report any damages or any potential area of concern on the Wellhead that may need attention in the short term
 - Check and report any Wellhead leakage and implement solution to remedy such issue
 - Provide data on the flowrate for each well
 - Provide data on the Well Head Pressure and Temperature as well as data on any variation in these parameters over the flow period
 - Bidder should safely dispose of any liquid / gases coming out of the wells and avoid any damage to the natural environment and habitat
 - Ensure the methodology used for well cleaning should be environment and geo-wells friendly
- Undertake any necessary repair or replacement of components, that can be locally sourced (available spares or materials), that would be found in need of any essential repair or replacement.
- Indicate any major component that may require to be replaced
- Conduct any other activities that is deems necessary to safeguard the integrity of the wellhead
- Provide a Maintenance Manual for conducting routine wellhead maintenance with prescribed time interval and mandatory spare parts for maintenance work.
- Train local staff to conduct future maintenance activities

C4. Deliverables

- An outline of Delivery Plan/Project Schedule detailing:
 - the methodology, breakdown of deliverables,
 - list of resources to be utilized and
 - timeline of activities for completing review components submitted to the Permanent Secretary, MCWLE within seven (7) calendar days of the project start date.
 - Maintenance work on the wellheads for three (3) geothermal wells
- Carry out necessary activities that will result in the flow of geothermal fluid to the surface via the wellhead for two (2) geothermal wells
- Develop a Maintenance Manual for future maintenance of the geothermal wellheads
- Provide a Training Manual and the necessary training to local staff on conducting future maintenance activities

C5. Qualifications & Experience

- The bidder shall demonstrate its capacity, experience, knowledge, operational capacity and qualified staff and their availability for the needed maintenance activities.
- Overall experience in the Caribbean or similar Small Island Developing States (SIDS) settings would be an asset.

C6. Site Visit

Site visits at the expense of the contractor would be accommodated provided that a request is made a week in advance of the proposed date for the site visit and no later than week before the closing submission date.

To provide a greater understanding of the current condition of the wells, videos and pictures of each well can be accessed via the link below:

<https://drive.google.com/drive/folders/1SZsuk2tnlTjCzYnLiktPHeeCW16FJ9T?usp=sharing>

D. Evaluation of Tender Submissions

The following evaluation criteria will be used to evaluate Bids received in response to this ITT. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail, with failure meaning that bids would be deemed Non-compliant. Bidders must achieve a minimum score of **65%** to be considered for award of contract.

EVALUATION CRITERIA	WEIGHTED SCORE %
Administrative Compliance	PASS/FAIL
Training Manual	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>	
Qualifications & Experience	20%
Methodology	15%
Maintenance Manual	15%
Cost Proposal (with proposed payment schedule)	50%
TOTAL	100%

D1. Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested in the ITT. The ITT Checklist in **Section I** provides a list of documents to be completed and submitted for bidders to be deemed compliant. The accurate and whole submission of these documents

fulfils the Administrative Compliance requirement, which is a Pass/Fail assessment. Where all of the outlined requirements have been fulfilled, the bidder will then advance to the subsequent evaluation criteria. If any of the above-mentioned items are not submitted, then the tender would be deemed non-compliant and the submission rejected and not assessed any further.

D2. Training Manual (PASS/FAIL)

Provide a Training Manual to assist with the necessary training to local staff on conducting future maintenance activities

D3. Qualifications and Experience (20%)

Tenderers are required to submit:

- i. A Company Profile, including similar works that have been done within the last ten (10) years.
- ii. Details of Qualifications of all project staff and subcontractors who will be assigned to this project. The ideal contracting firm should possess qualified, professional personnel with suitable qualifications for maintaining geothermal wellheads.
- iii. Referees who may be contacted for further verification of any information submitted ***this is for information only and will not be scored.***

iv.

D4. Methodology (15%)

Contractors are required to provide a detail methodology of how the proposed scope of work will be achieved inclusive of the following:

- Provide a "Risk Register" as part of their Methodology clearly indicating what could be the potential risks in the proposed activity and clearly articulating their Strategy of how these will be managed in the Method Statement;
- Highlight risk mitigating strategies to address the risks identified
- Any assumptions
- Tools or equipment that is anticipated to be provided by the Client

D5. Cost Proposal (50%)

Bidders must complete the Form of Proposal and return them with their ITT submission. The Bid price is a significant factor and the Government of Montserrat will seek to ensure that the services are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. The Government of Montserrat is not bound to accept the lowest or any Bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bids. Bidders must submit all the documents requested in the ITT document. The ITT checklist provides a list of requirements which need to be fulfilled.

Bidders must include within their bid a **proposed Payment Schedule**.

Lowest Price (A)
Higher Price (B) X 50%

For example, Lowest Price (A) = 10,000 and Higher Price (B) = 14,000

A = 10000

B = 14000 X 40% = B's score is 28.5%

D6. Quality Evaluation of Methodology

Quality will be measured upon evaluation of Bidder's Methodology Statement. The methodology statement criterion is marked using the following scores:

Scoring – Quality Criteria	
Rating of Response	Score
Very Good Submission which articulates clearly the steps to be taken to Maintain the Geothermal Wellheads, indicating clear assumptions, clear identification of risks and the detail presentation of risk mitigating strategies. Clearly includes all the information requested and instils full confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	5
Good or Fully Compliant Submission which articulates the steps to be taken to Maintain the Geothermal Wellheads, indicating assumptions, identification of risks and the presentation of risk mitigating strategies. Includes all the information requested and instils reasonable confidence that the Tenderer has the ability to fully meet the requirements of the Contract.	4
Satisfactory or Compliant Submission which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the Council is relatively confident that the Tenderer has the ability to meet the requirements of the Contract.	3
Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The Council has minor concerns regarding the Tenderers ability to meet the requirements of the Contract.	2
Unacceptable or Non-Compliant (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the Council has major concerns regarding the Tenderers ability to meet the requirements of the Contract.	1-0

APPENDIX 1

Contract Performance Report

 Ministry of Communication, Works, Labour and Energy							
CONTRACT PERFORMANCE REPORT							
GoM Contract Ref			Department			Document Ref. No.	
MCWLE -			Ministry of Communication, Work, Labour and Energy			MCWLE 12/2021	
Service/Item Code			Contractor & VDB No (if known)				
MCWLE 12/2021							
Delivery Point / Project Location			Project & Contract Title				
			Maintenance of Geothermal Wellheads on Montserrat				
Project Executing Officer			Project Assessing Officer			Assessment Grade	
Initial Project Objective			Project Objective Achieved			Variations Agreed	Remark No.
Scope			Scope				
No.	Deliverables	Quantity	No	Deliverables	Quantity		
1		1	1		0		
2		1	2		0		
Quality			Quality				
1		0	1		0	NA	
2		0	2		0	NA	
Project Non-Conformances		0	Project Non-Conformances		0	NA	
Project Value (\$XCD)		\$ -	Project Value (\$XCD)		\$ -	NA	
Programme Time (weeks)			Programme Time (weeks)			NA	
PROJECT CLOSE OUT REPORT							
Signed (Project Assessing Officer) 1 - 0.75 = VERY GOOD PERFORMANCE 0.74 - 0.5 GOOD PERFORMANCE 0.49 - 0.25 POOR PERFORMANCE 0.24 - 0.1 VERY POOR PERFORMANCE							
Signed (Project Assessing Officer)							

APPENDIX 2

GENERAL CONDITION OF CONTRACT

This Agreement is made the (date)..... between the **GOVERNMENT OF MONTSERRAT** having its Headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by **Mr Colin Fergus** Permanent Secretary, Ministry of Communications Works and Labour (hereinafter referred to as “**GOM**”) of the one part (**Service Supplier’s Business**), whose address is (**Service Supplier’s Business Address**) acting herein and represented by (**Service Supplier’s Business Representative**) (hereinafter referred to as “**the Supplier**”) of the other part.

The Employer is desirous that (**Service Supplier’s Business**) provide **Geothermal Wellhead Maintenance and Training** as per specifications outlined in Tender Submission dated Month XX, XXXX and has been accepted by the supplier for the sum of Contract **SUM (\$ECXXX)** being the amount to provide **geothermal Wellhead Maintenance and Training** in accordance with the tender submission which comprised the contract document.

1. INTERPRETATION

1.1. In these conditions: -

The Contract means the agreement concluded between the **GOM** and the Supplier (**Service Supplier’s Business**), including all specifications which are described and attached hereto to include the tender instructions, scope of works 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 execution of ALL deliverables listed in the Bill of quantities or where 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 **provision of maintenance services as provided in the Bill of quantities**, details of which have been provided in this tender document.

2. VARIATIONS OF CONDITIONS

The delivery of works outlined in the specification, scope of works 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 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 Supplier under the terms of this Contract, the **GOM** will pay the fees as outlined in Schedule 2 within 21 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 Supplier 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 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 Payment Schedule is in accordance with Schedule 2 Deliverables and Payment Schedule.
- 4.4 The Contractor and GOM agree that they will each have the respective obligations under this agreement as outlined in Schedule 3.

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 Purchaser 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 1,000,000.00 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 Purchaser 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 Purchaser 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 Purchaser 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 shall insure against its full liability under this Contract.

6.2 The Supplier 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 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 Section **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 Purchaser to the Supplier, the Supplier fails to remedy such breach within fourteen (14) days of the notice then the Purchaser 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. NOTICES

- 15.1 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.

- 15.2 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 or 2522
Fax: (664) 491-6659
Email: mcw@gov.ms
Email: cfergus@gov.ms

16. CONFIDENTIALITY

- 16.1 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.

17. MEDIATION AND ARBITRATION

- 17.1 If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through mutual agreement within 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.