

# GOVERNMENT OF MONTSERRAT



## REQUEST FOR QUOTATION

### DEVELOPMENT OF A FISCAL INCENTIVE PROGRAMME

December 2023



**P O BOX 344, BRADES, MONTSEERRAT, W I**

◆ Tel: (664) 491-2521/2522 ◆ Fax: (664) 491-6659 ◆ E-mail: [mcw@gov.ms](mailto:mcw@gov.ms)

15<sup>th</sup> December 2023

*Our Ref.* CW 12/11/2

Dear Sir/Madam

**Re: Request for Quotation (RFQ) for the Development of a Fiscal Incentive Programme for Sustainable Energy**

The Ministry of Communications, Works, Labour & Energy is inviting suitably interested bidders to submit a Quotation for the development of a Fiscal Incentive Programme that increases the market uptake and penetration of Sustainable Energy measures in Buildings using Energy interventions and a Framework for the establishment of Energy Service Companies.

1. Copies can be downloaded and submitted via the Government of Montserrat website at <http://www.gov.ms/tenders/> or myTenders Portal at <https://www.mytenders.co.uk/>
2. The RFQ pack consists of the following documents:
  1. Instruction to Bidders
  2. Terms of Reference
  3. Quotation Evaluation Criteria
  4. Bidder's Identification Details
  5. Form of Quotation
  6. Quotation Document Checklist
  7. Form of Agreement

**Please read the Instructions to Bidders before completing and submitting quotations. Failure to read and follow the information within the Instructions to Bidders may result in quotations being deemed non-compliant and rejected.**

Any queries relating to this RFQ should be made in writing to Miss Marissa Allen, Director (Ag), Energy Department at [allenml@gov.ms](mailto:allenml@gov.ms), no later than **4:00 pm (ECT/GMT-4) on Friday, 12<sup>th</sup> January 2024.**

Quotations must be submitted no later than **3:00 pm (ECT/GMT-4) on Friday, 19<sup>th</sup> January 2024.** Quotations received after this time will not be considered.

## 1.0 INSTRUCTIONS AND GUIDANCE NOTES TO BIDDERS

1. The Government of Montserrat General Agreement and General Conditions of Contract will be adopted for this contract.
2. Bidders must submit the documents listed within the **Bid Document Checklist**. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
3. The Bidder must submit a valid 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. Quotations received with improper tax compliance certificates would be rejected. (This is only applicable for persons and/or companies locally based.)
4. **Tax-** All works undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a **20% Withholding Tax deduction from the gross amount**. This will not apply to reimbursable expenses. 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](mailto:irev@gov.ms).
5. Bidders are to provide all documents or information requested as part of the Quotation document.
6. All bids will be arithmetically checked; any errors will be brought to the bidder's attention. The fee rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
7. Bidders are not allowed to submit alternative RFQs.
8. The Employer is not bound to accept the lowest Bidder and has the right to accept and reject any bid offers.
9. The selection of a consultant will be based on demonstrated competence, completion of projects of similar size and scope *inter alia*. The quality of each Curriculum Vitae (CV) will be evaluated in accordance with the criteria below.
10. Bidders should refer to Terms of Reference (Section 2) to guide their submissions.

### 11. Submitting a Request for Quotation

There are two options for submitting an RFQ

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

If you are intending to make an electronic submission to this RFQ, 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**

You will need two (2) plain envelopes for the RFQ submission. You must follow these instructions, failure to do so may result in the bid being non-compliant and not considered any further.

### Envelope 1. 📁

Follow the steps written below:

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

### **Supplier Name (Your Company Name)**

**RFQ for the Development of a Fiscal Incentive Programme for Sustainable Energy  
Permanent Secretary  
Ministry of Communication, Works, Labour and Energy  
P.O. Box 344, Brades, Montserrat, MSR1110**

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

### Envelope 2 📁

Continue following the steps below:

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

**RFQ for the Development of a Fiscal Incentive Programme for Sustainable Energy  
Permanent Secretary  
Ministry of Communications, Works, Labour and Energy  
P.O. Box 344, Brades, Montserrat, MSR1110**

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

Quotations are to be delivered to the address above and bidders will be given a receipt.

## **2.0 TERMS OF REFERENCE**

### 2.1 Background

Electricity plays a pivotal role in the economic development of any island. The availability of predictably priced electricity fosters economic activities to take place on a continuous and consistent basis.

Like many places, Montserrat is highly dependent on imported fossil fuels for electricity generation, and this exposes the country to the volatility of fuel prices and supply challenges. Montserrat's 2020 Energy Intensity measured at 4,650 BTU per US dollar, which is the highest in the OECS grouping. The energy intensity measures the energy efficiency of an economy, and a high intensity indicates a low financial return or GDP output per unit energy expended. With the cost of fuel forecasted to increase, energy conservation becomes one of the most effective means to reduce energy cost and is a key path to developing a sustainable energy future.

In 2020, domestic consumers accounted for 48% of the electricity consumed in Montserrat. Studies have shown that lighting accounts for 20%-35% of the energy consumed and electricity bill for the average household. Hence, domestic lighting accounts for 9.6 %–16.8 % of the annual electricity consumption on Montserrat. With the current mixture of lighting technologies on the island, which is made up mostly of compact fluorescent and incandescent lamps, it is anticipated that switching these lamps to LED would result in a 45 %–60 % reduction in the domestic lighting energy consumption. This equates to a reduction of over 1 million kilowatt hours or approximately 1,350 metric tons of carbon.

Furthermore, studies have shown that incandescent lamps, compact fluorescent lamps (CFLs) and other fluorescent lamps often break when thrown into a dumpster, trash can or compactor, or when they end up in a landfill or incinerator. Mercury is released into the environment when CFLs break, or if they are improperly disposed of at the end of their useful lives. As a persistent-toxic pollutant, when released into the environment, Mercury accumulates in water laid sediments where it enters the food chain. Ultimately, it can adversely alter the neurological and reproductive systems of humans and wildlife by contaminating the water supply, beaches, and oceans. This impacts fish, fish-eating birds and ultimately humans.

## 2.2 Purpose of this Project

The Consultancy must develop a Fiscal Incentive Programme that increase market uptake and penetration of sustainable energy measures in buildings using energy interventions and a framework for the establishment of Energy Service Companies. Fiscal incentives must include but are not limited to income tax and environmental levy benefits. The consultant is to develop a strategic plan of appropriate incentives and a process for continuous assessment of its effectiveness.

## 2.3 Goals and Objectives

The Consultancy must develop a financial and market-based mechanism/model that supports Energy Efficiency implementation on Montserrat. This activity must support sustainable energy use in buildings on Montserrat. The expected outcomes under this consultancy are the development of a fiscal incentives Programme to increase market uptake and penetration of sustainable energy measures (such as income tax, environmental levy, etc.) and the development of an ESCO framework that allows for the setting up of ESCO companies in Montserrat. This consultancy must be completed against the backdrop of the existing models in the energy sector such as the Integrated Utility Service (IUS) Model. The development of this fiscal incentives Programme is contingent on an understanding of policy instruments in Montserrat and the region, the country's fiscal space, documents and Programmes. These include but are not limited to the National Energy Policy, CARICOM Regional Energy Efficiency Building Code (CREEBC) and the Minimum Energy Performance Standards (MEPS) for appliances and equipment.

The overarching goal is to develop and implement measure for promoting green building practices and to reduce greenhouse gas (GHG) emissions; make the energy sector more efficient in Montserrat. Indirect impact following the project completion is expected to scale up the use of green building practices on Monserrat as a result of the framework and capacity built that will result from successful implementation. The

consultancy seeks to develop a framework to create an enabling environment for the development of Energy Service Companies.

The Project is expected to bring about:

- (1) Increased number of successful commercial applications of energy efficiency and conservation in buildings;
- (2) Enhanced institutional capacity to design, implement and monitor energy projects for sustainable development;
- (3) Availability and accessibility of financing energy efficiency and conservation and renewable energy (RE) projects, and;
- (4) Increased awareness and knowledge on sustainable energy among key stakeholders.

#### 2.4 Required Tasks

The Consultancy is required to perform the following duties:

- (1) Conduct desk review of current Fiscal Incentives Programmes: Review the application of global fiscal incentive Programmes for the adoption, purchase and acquisition of EE for the application in buildings in the Caribbean. For example, existing fiscal incentive Programmes, ESCO models and IUS model types with a view to their applicability within the fiscal, legal and regulatory regime of Montserrat.
- (2) Formulate a Fiscal Incentives Programme for the Montserrat Energy Sector: The development of a fiscal incentives Programme to support an increase in market uptake and penetration of sustainable energy measures. The Programme must also consider sustainability options such as policy, legal and institutional reforms necessary to embed incentives within the broader framework of national development goals and aspirations.
- (3) Compile of Fiscal Incentives for Energy Programme action plan: The FIPE action plan shall chart a road map, delineate quick wins, outline long term approaches and contain recommendations for improvements of financial policies.

#### 2.5 Methodology

The Consultant will develop a method that requires the conduct of adequate research on prevailing procurement standards and guidelines adopted by other private and public entities and consultations when completing the deliverables. Consideration needs to be given to the following in the order and manner specified:

- (1) Government policies that related to EE and RE
- (2) CARICOM's Integrated Utility Service Model
- (3) IFC Energy Service Company Market Analysis Report

#### 2.6 Qualifications and Experience

The Consultancy is required to provide the following information:

- (1) Academic Qualifications

- a. The Consultant should possess at least an advance degree (Master's Degree or equivalent) in the banking and finance, economics, management or a related field

(2) Professional Experience

- a. Be a reputable firm with at least (five) 5 years working experience in the development of financial structures and models working experience in the Caribbean
- b. Demonstrated experience in developing financial benchmarks and forecasting
- c. Demonstrated track record of preparing national documents and reports on financial management.
- d. Experience in developing training workshops within the public sector, and local, regional or international funding agencies.
- e. Experience in the development of Procedures in Finance and financial incentives in the energy industry preferred

2.7 Key Deliverables

<b>Deliverables</b>	<b>Services</b>	<b>Time Schedule</b>	<b>Amount Due</b>
Inception Report	An Inception Report: <ul style="list-style-type: none"> <li>The Inception Report shall include a Work Plan for development of the Fiscal Incentive Programme</li> </ul>	Within one (1) working week after commencement of Contract	20%
Fiscal Incentive Programme Document	<ul style="list-style-type: none"> <li>Submission and approval of Fiscal Incentives Programme document Support to the public awareness campaign to bring further sensitisation to the local lighting standard by participating in interviews (radio and otherwise)</li> </ul>	By 11 <sup>th</sup> March 2024	25%
Fiscal Incentive Programme Action Plan	<ul style="list-style-type: none"> <li>Submission and approval of Fiscal Incentives Programme action plan</li> </ul>	By 8 <sup>th</sup> April 2024	25%
Final Report	<ul style="list-style-type: none"> <li>Submission and approval of Final Report</li> </ul>	Within one week after draft Report is return from GoM with comments.	30%
<b>Total</b>			<b>100%</b>

## 2.8 Project Duration

This project is expected to commence on **5<sup>th</sup> February 2024** and end by the **31<sup>st</sup> May 2024**.

## 2.9 Remuneration

The fixed contract amount of **XCD \$67,000.00**. This also includes reimbursables, if required.

## 2.10 Required Documents

The application should include the following documents: -

- A Cover Letter
- An Expressions of Interest outlining motivation and how your experience, skills, qualifications and professional networks fit with the required job description.
- An updated CV or Resumé (no more than four (4) pages)
- Copies of relevant Diplomas (University Degrees, etc.)
- A short technical Proposal including the following chapters:
  - i. Interpretation of objectives,
  - ii. proposed methodology,
  - iii. proposed work plan.
- Three (3) References who can verify works with similar Fiscal Policies and Procedures and developing training workshops within the public sector, and local, regional or international funding agencies
- Valid Tax Compliance (if Locally Based)

## 2.11 Payment Schedule

The selected Consultancy will be paid according to the following payment schedule:

Deliverable (including deliverable requirements)	Percentage of Contract
Approved Inception Report	20%
Fiscal Incentive Programme Document	25%
Fiscal Incentive Programme Action Plan	25%
Approved Final Report	30%

## 2.12 Reporting

The successful consultant will report to the Permanent Secretary, MCWLE and work closely with the Director of Energy.



### 3.0 QUOTATION EVALUATION CRITERIA

The following criteria will be used to evaluate quotations received. Compliant submissions will be evaluated to a total score of one hundred percent (100%).

Bidders must achieve a minimum **70%** of the technical score to be qualified for award.

No	Criteria Description	Weight
1	Administrative Compliance	Pass/Fail
<b>Technical Criteria</b>		
2	Academic Qualifications	15%
3	Professional Experience	30%
4	Work Plan	15%
<b>Financial Proposal</b>		
5	Financial Proposal (Cost breakdown)	45%
<b>Total Score</b>		<b>100 %</b>

#### 3.1 Administrative Compliance (Pass/Fail)

Bidders must submit all the documents requested in the **Quotation Document Checklist** at **(Section 6)** provides a list of documents to be completed and submitted for bidders to be deemed compliant and achieve a PASS assessment. 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 were not submitted, then the Quotation would be deemed non-compliant and rejected.

#### 3.2 Academic Qualification (15%)

The Bidder should provide a detailed outline of his/her experience in a Curriculum Vitae, with proof of their academic qualifications and professional experience with other relevant documents such as certificate of academic qualifications and professional reference letters. The lead consultant of the selected firm should possess at least an advance degree (Master's Degree or equivalent) in the banking and finance, economics, management or a related field.

### **3.3 Professional Experience (30%)**

The Bidder must be a reputable firm with at least (five) 5 years working experience within the development of Financial and Models structures in the Caribbean.

The Bidder should provide evidence which demonstrates experience in developing financial benchmarks, forecasting and track records of preparing national documents and reports in Financial Management. Evidence of developing training workshops within the public sector, local, regional or international funding agencies. Evidence should be provided that demonstrates experience in the development of procedures to Finance and Financial incentives in the Energy industry preferred.

### **3.4 Work Plan (15%)**

Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule.

### **3.5 Financial Proposal (Cost Breakdown) (40%)**

The quoted price is a significant factor and the Government of Montserrat will seek to ensure that the services are provided at the most economically advantageous price. However, there are other factors, which comprise the assessment criteria, and these will be considered proportionately. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from the quotation. Government of Montserrat is not bound to accept the lowest or any quotation.

**4.0 BIDDER’S IDENTIFICATION DETAILS FORM**

<b>A</b>	<b>PERSONAL INFORMATION</b>
BUSINESS NAME:.....REGISTRATION NUMBER:.....	
BUSINESS ADDRESS:..... .....	
CONTACT PERSON:.....POSITION:.....	
TELEPHONE NUMBER(S):.....WEBSITE:.....	
EMAIL ADDRESS: .....	

<b>B</b>	<b>QUESTIONNAIRE</b>		
		✓	<b>Tick the applicable response</b>
1	Your entity operates as which one of the following?		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)
4	How many similar contracts has your entity successfully completed in the last six (6) years?		(1-3)
			(4-6)
			(7-9)
			(10 & Over)
5	What is the highest sum of any of the contracts completed in the last six (6) years?		(50-100)K
			(101-200)K
			(201-400)K
			Over 400K
6	Has your entity failed to complete a contract for a public or private entity?		YES
			NO

<b>C</b>	<b>SIGNATURE</b>
----------	------------------

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)

.....  
*Date*

Business Name/Stamp

**5.0 FORM OF QUOTATION**

The Permanent Secretary  
Ministry of Communication, Works, Labour & Energy  
P.O. Box 344  
Brades  
Montserrat

Dear Sir/Madam;

**Re: RFQ for the Development of a Fiscal Incentive Programme for Sustainable Energy**

I/We the undersigned undertake to complete the above Services in accordance with the terms of reference for the sum of:

**EC\$ 67,000.00 (including all expenses)**

(words) ...Sixty Seven thousand dollars

The Number of consultancy days provided will be.....(number)

..... (words).

If my/our bid is accepted, I/We undertake to commence the service on **5<sup>th</sup> February 2024** from the date of receipt by me/us of the official order and complete the service by the **31<sup>st</sup> May 2024**.

I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this RFQ. I/We confirm this bid shall remain valid for a period of one hundred and twenty (**120**) calendar days from the date of submission of this RFQ.

Name.....

Signed.....

...  
Name of firm (If Applicable) .....

Address.....

.....

Tel. nr.....

Fax nr.....

Email Address .....

Date.....

## 5.1 Appendix to Form Of Quotation

Please complete fully and return with RFQ submission. Failure to provide the information in your RFQ submission may lead to your RFQ being disqualified.

The Consultant shall deliver the outputs specified below and indicate timelines for each output. Remuneration will be provided on the completion of each Deliverable. The project is to be completed within three (3) months, from inception to completion.

	<b>Key Deliverables</b>	<b>No. of Consultant Days</b>	<b>Completion Date</b>
1	Inception Report		
2	Fiscal Incentives Programme document		
3	Fiscal Incentives Programme Action Plan		

**6.0 QUOTATION DOCUMENT CHECKLIST**

Project Title: **Development of a Fiscal Incentive Programme for Sustainable Energy**

Date scheme advertised: Friday, 15<sup>th</sup> December 2023

Clarification Deadline: Friday, 12<sup>th</sup> January 2024 by 4:00 pm (ECT/GMT-4)

Quotation Deadline Date: Friday, 19<sup>th</sup> January 2024

Quotation Deadline Time: **3:00 pm (East Caribbean time) (GMT-4)**

Below are the following documents that should be provided for a contractor’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.

The below documents should be presented with their bid to ensure that their bid is valid.

- Completed & signed Form of Quotation including the Appendix to Form of Quotation (Including time for completion)
- Completed & signed Bidder’s Identification Details
- Details of Academic and Professional Qualifications (with Evidence)
- A valid Tax Compliance Certificate (*if locally based*)
- Cost Breakdown at Appendix to Form of Quotation (Section 5.1)
- Work Plan (See Evaluation Criteria (Section 3.4))

.....  
Signed on behalf of Consultant

.....  
Date

## 7.0 CONTRACT AGREEMENT AND GENERAL CONDITIONS

### GOVERNMENT OF MONTSERRAT (GOM)

This Agreement is made the..... day of..... **2024** 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 and Labour & Energy (hereinafter referred to as “**GoM**”) of the one part and (*supplier’s company*)....., whose address is ..... acting herein and represented by (*name of representative*) .....(hereinafter referred to as “**the Consultant**”) of the other part.

#### 1. INTERPRETATION

1.1. In these conditions:-

**The Contract** means the agreement concluded between the GoM (MCWLE) of the Government of Montserrat and the Supplier ....., including all specifications and other documents which may be incorporated or referred to herein;

**The Purchaser** means the Government of Montserrat (**GoM**).

**The Consultant**” means the company/ companies/ individual/s that are responsible for carrying out the service.

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

**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 and inserted as part of the signed contract.

**The Goods**, or where referred to in the Specification as “items” means all materials or articles which the Supplier is required to supply under the Contract.

**The Specification** means the GoM’s requirements for the undertaking of works as stated within the document.

#### 2. VARIATIONS OF CONDITIONS

The deliverables shall be supplied in accordance with these Conditions and Specification and no amendment or variation either to the terms and conditions or to the Specification 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 Deliverables 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 then:

- 3.1 The GoM shall be at liberty to determine the Contract and to purchase other goods 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 Deliverables. Also, the GOM shall be able to recover from the supplier any increased costs resulting from obtaining the service from an alternative supplier.

#### 4. PAYMENT

- 4.1 As full consideration for the services performed by the Supplier under the terms of this Agreement, the **GoM** will pay the fees as outlined within thirty (30) days of receipt of an invoice, payable against original invoices delivered to the **GoM** by the Supplier, provided that **GoM** may give notice of its intention not to pay such fee where:
  - a. The Supplier has failed to carry out services, or has defectively carried out services required by this Agreement and has not remedied such failure or defect 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 Agreement; and upon giving such notice the **GoM** may withhold payment accordingly.
- 4.2 Whenever under the Contract, any sum of money that shall be recoverable from or payable by the Supplier, the same amount 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.
- 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 this Agreement immediately. Nothing stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.

#### 5. ASSIGNMENT

- 5.1 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.
- 5.2 The Supplier shall not:-
  - 5.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the GoM; or
  - 5.2.2 Subcontract any provision of the Goods or any part thereof to any person without the previous written consent of the GoM 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.

#### 6. CONFIDENTIALITY

- 6.1 All information, drawings, specifications 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.



6.2 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.

## **7. GRATUITIES**

The Supplier shall not, whether by himself or by any person employed by him to supply the Goods, solicit any gratuity or tip or any other form of money or take any reward or collection or charge for any of the Goods other than bona fide charges approved by the GoM.

## **8. BRIBERY AND CORRUPTION**

8.1 The GoM shall be entitled to determine the Contract and to recover from the Supplier the amount of any loss resulting from such action if:-

8.2 The Supplier shall have 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 GoM; or

8.3 The like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier); or

8.4 In relation to any contract with the GOM, the Supplier or person employed by it or acting on its behalf shall:-

8.4.1 have committed an offence under the Integrity in Public Office Act No. 2 of 2010. or

8.4.2 have given any fee or reward, the receipt of which is an offence under the relevant laws

8.5 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.

## **9. TERMINATION**

9.1 The GoM may terminate this Contract in any of the circumstances set out in 9.2 below by giving to the Supplier notice in writing where the Supplier;-

9.1.1 Commits a breach of any of its obligations under this Contract;

9.1.2 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;

9.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;

9.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;

9.1.5 Has an administrative receiver appointed;

9.1.6 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

9.1.7 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.

9.2 If the Contract is terminated as provided in this condition then the GoM shall:-

9.2.1 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;

9.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;

9.2.3 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 them in terminating of the Contract as aforesaid have been due to the Supplier.

**10. WAIVER**

10.1 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 Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. 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 AGREEMENT**

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

**13. GOVERNING LAW**

This Agreement 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 Agreement impossible whereupon all money due under this Agreement shall be paid immediately.

**14. NOTICES**

14.1 Any notice required to be served under this Agreement shall be in writing and may be served by electronic mail to the correct address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

14.2 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:

Colin Fergus  
Permanent Secretary  
Ministry of Communications, Works, Labour and Energy  
Brades  
Montserrat

Tel: (664) 491-2521/2  
Fax: (664) 491-6659  
Email: [mcw@gov.ms](mailto:mcw@gov.ms)  
Email: [cfergus@gov.ms](mailto:cfergus@gov.ms)

**15. CONFIDENTIALITY**

The Supplier shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, 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 Agreement.

**16. MEDITATION AND ARBITRATION**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

**17. SIGNATURES**

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 Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by terms hereof.

Insert names etc.

**A. SUPPLIER**

Name.....  
Designation.....  
Signature.....  
Witness Name.....

Designation.....

Signature.....

B. GOM

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....