REFERENCE NO. BUILT-28-290125

GOVERNMENT OF MONTSERRAT



REQUEST FOR QUOTATION

Expenditure Verification of a Grant Contract External Action of the European Union - 22-SB6333 Post-COVID Cost Reduction through Energy Efficiency

February 2025

green connected & THRIVING
MINISTRY OF BUILDINGS, UTILITIES, INFRASTRUCTURE, LABOUR & TRANSPORTATION

P O BOX 344, BRADES, MONTSERRAT, W I
◈ Tel: (664) 491-2521/2522 ◈ Fax: (664) 491-6659 ◈ E-mail: mcw@gov.ms

11th February 2025 ***Our Ref***: CW 12/11/2

Dear Sir/Madam

Request for Quotation (RFQ) for an Expenditure Verification of a Grant Contract External Action of the European Union - 22-SB6333 Post-COVID Cost Reduction through Energy Efficiency

The Ministry of Buildings, Utilities, Infrastructure, Labour and Transportation (M-BUILT) is inviting interested bidders to submit a Quotation for an Expenditure Verification of a Grant Contract External Action of the European Union - 22-SB6333 Post-COVID Cost Reduction through Energy Efficiency. The relevant documents can be accessed by visiting the two websites below;

- Copies can be downloaded from the Government of Montserrat website at http://www.gov.ms/tenders/
- Electronic Quotation documents can be downloaded and submitted via the myTenders Portal at https://www.mytenders.co.uk/

The RFQ pack consists of the following documents:

1. Instructions to Bidders
2. Background
3. Project Duration
4. Payment Schedule
5. Reporting
6. Quotation Evaluation Criteria
7. Form of Quotation
8. Anti-Collusion Statement
9. Quotation Document Checklist
10. GoM Contract Agreement

Appendix I - Terms of Reference for an Expenditure Verification of a Grant Contract External Action of the European Union

Please read the Instructions to Bidders before completing and submitting quotes. 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 the quotation or works included should be made in writing to Miss Marissa Allen, Director of the Energy Department at allenml@gov.ms, copying mcw@gov.ms, no later than **4:00 PM (AST/GMT-4) on Wednesday, 19th February 2025.**

Quotes are to be received no later than **3:00 PM (AST/GMT-4) on Friday, 28th February 2025**. Quotations received after this time will not be considered.

1. INSTRUCTIONS TO BIDDERS

1. The Montserrat General Conditions of Contract will be adopted for this contract.

2. Bidders must submit the documents listed within the **Quotation 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.

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 bids to this RFQ.

8. The Employer is not bound to accept the lowest Bidder and has the right to accept and reject any bid offers.

9. Bidders should refer to Appendix I Terms of Reference to guide their submissions.

10. **Submitting a Request for Quotation**

There are two options for submitting a bid

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

a. 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.
b. Bidders are asked to ensure that documents are uploaded under the appropriate heading, which you have registered for.

- **Hard copies can be submitted by hand** – Please follow the instructions set out below;

Submitting a hard copy of your bid

You will need two 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 (Tenderer, Supplier) on this envelope
2. Write the name of the project and the address on the envelope as written below;

Supplier Name (Your Company Name)
RFQ for an Expenditure Verification of a Grant Contract External Action of the European Union - 22-SB6333 Post-COVID Cost Reduction through Energy Efficiency
Permanent Secretary
Ministry of Buildings, Utilities, Infrastructure, Labour and Transportation
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 as follows:

RFQ for an Expenditure Verification of a Grant Contract External Action of the European Union - 22-SB6333 Post-COVID Cost Reduction through Energy Efficiency
Permanent Secretary
Ministry of Buildings, Utilities, Infrastructure, Labour and Transportation
P.O. Box 344, Brades, Montserrat, MSR1110

***NB: Envelope 2 must not have the Bidders name on it or any other markings.**
BIDS are to be delivered to the address above and bidders will be given a receipt.
Guidance Notes Bidders

2. BACKGROUND

Government of Montserrat (GoM) spends a considerable amount of its total annual recurrent budget on electricity. Like many overseas countries and territories (OCTs), Montserrat is highly dependent on imported fossil fuels for electricity generation, and this exposes the country to the volatility of fuel prices and shipment delays. Montserrat's 2020 Energy Intensity measured at 4,650.5BTU per US dollar, which is the highest in the Organization of Eastern Caribbean States (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 of 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, GoM occupied buildings accounted for 12.6% of the island's electricity sales, with an average electricity cost of US$0.38/kWh, which is among the highest in the region. This places a significant strain on the government's recurrent expenditure, which is already heavily subsidized by Donor Aid. The successful implementation of this project will significantly reduce the government's utility cost and allow financial resources to be directed to more essential services and needs. Another pathway to reducing energy consumption is to change human behaviour. Given that GoM employs 50% of the islands working population, we have an ideal opportunity to influence behaviours around energy efficiency. As a result, one of the major objectives of this project is to provide training on energy conservation and energy efficiency to GoM staff. By exposing a large portion of the population (GoM employees) to practical energy efficiency and energy conservation solutions, they will be able to apply the learnings at work and home further influencing other members of the household. This project will showcase the benefits of energy efficiency and retrofits. The energy audits conducted will help us determine the areas of wastage, develop and implement practical, affordable and financially feasible solutions that staff and the general public can implement to reduce energy cost.

3. PROJECT DURATION

This project is expected to commence on **17th March 2025** and end by the **28th April 2025**, totaling **six (6) weeks** from inception meeting.

4. PAYMENT SCHEDULE

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

Deliverable (including deliverable requirements	Percentage of contract
Approved Inception Report	30%
Approved Final Expenditure Verification Report	50%
Debriefing Memo and Closing Meeting	20%

5. REPORTING

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

Schedule A - Key Deliverables

Please complete fully and return with RFQ submission.
Failure to provide the information in your RFQ submission may lead to your bid 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 **six (6) weeks** from inception.

Deliverables	**Day Rate**	**No. of Auditor Days**	**Cost/ Remuneration**	**Completion Date**
Inception Report				
Expenditure Verification Report				
Debriefing Memo and Closing Meeting				
Total Deliverables Fees				

Schedule B - Service cost Proposal

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

Services	**Proposed cost**
Total Deliverables Fees per Schedule A	
Airfare/s	
Ground Transport	
Accommodation	
Subsistence	
Other Costs *(please break down)*	
Total cost of Proposal	

6. QUOTATION EVALUATION CRITERIA

The selection of an auditor will be based on demonstrated competence, completion of projects of similar size and scope *inter alia*. The following criteria will be used to evaluate quotations received. Compliant submissions will be evaluated based on a total score of one hundred percent (100%). Bidders must achieve a minimum technical score of **70%** to be qualified for award. The Government of Montserrat reserves the right to negotiate methodology and rates with the selected auditor.

No	Criteria Description	Weight (%)
1	Administrative Compliance	Pass/Fail
Technical Criteria		
2	Academic Qualification	25%
3	Professional Experience	30%
4	Work Plan based on provided Methodology	15%
Financial Proposal		
5	Financial Proposal (Cost breakdown)	30%
	Total	**100%**

6.1 Administrative Compliance (Pass/Fail)

Bidders must submit all the documents requested in the Quotation Document Checklist 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.

6.2 Academic Qualification (25%)

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 Expenditure Verified must meet the requirements outlined in Appendix I of the Terms of Reference.

6.3 Professional Experience (30%)

The Bidder must be reputable, with at least five (5) years working experience in the auditing field, with International Standard on Related Services (ISRS) 4400 (Revised). The Bidder should provide evidence which demonstrates the relevant experience.

6.4 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 date of the report. The proposed work plan should be consistent with the technical approach and methodology provided, showing your understanding of the ToR and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule.

6.5 Financial Proposal (Cost Breakdown) (30%)

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.

7. FORM OF QUOTATION

Permanent Secretary
Ministry of Buildings, Utilities, Infrastructure, Labour & Transportation
P.O. Box 344
Brades
Montserrat, MSR1110

Dear Sir/Madam;

RFQ for an Expenditure Verification of a Grant Contract External Action of the European Union - 22-SB6333 Post-COVID Cost Reduction through Energy Efficiency

I/We the undersigned undertake to complete the above Works in accordance with the terms of reference for the sum of: **EC$** ..... including all expenses.

(words).....

.....

The daily rate will be _____. Number of expenditure verification days provided will be _____.

If my/our bid is accepted, I/We undertake to commence the works within _____ calendar **days** from the date of receipt by me/us of the official order and complete the works by the 28th April 2025.

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 90 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……

8.

GOVERNMENT OF MONTSERRAT

QUOTATION SUBMISSION ANTI-COLLUSION CERTIFICATE

I/WE CERTIFY THAT THIS QUOTATION IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE QUOTATION BY OR UNDER OR IN ACCORDANCE WITH ANY AGREEMENT OR ARRANGEMENT WITH ANY OTHER PERSON. I/WE ALSO CERTIFY THAT WE HAVE NOT AND I/WE UNDERTAKE THAT WE WILL NOT BEFORE THE AWARD OF ANY CONTRACT FOR THE WORK:

DISCLOSE THE QUOTATION PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE QUOTATION TO ANY OTHER PARTY (INCLUDING ANY OTHER COMPANY OR PART OF A COMPANY FORMING PART OF A GROUP OF COMPANIES OF WHICH I AM/WE ARE A PART OF) NOR TO ANY SUB-CONTRACTOR (WHETHER NOMINATED OR DOMESTIC) NOR SUPPLIER (WHETHER NOMINATED OR DOMESTIC) OR ANY OTHER PERSON TO WHOM SUCH DISCLOSURE COULD HAVE THE EFFECT OF PREVENTING OR RESTRICTING FULL COMPETITION IN THIS BIDDING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM BIDDING, THAT THEY SHALL WITHDRAW ANY QUOTATION ONCE OFFERED OR VARY THE AMOUNT OF ANY QUOTATION TO BE SUBMITTED OR OTHERWISE COLLUDE WITH ANY PERSON WITH THE INTENT OF PREVENTING OR RESTRICTING FULL COMPETITION

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER QUOTATION OR PROPOSED QUOTATION FOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT I), II) OR III) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER QUOTATION FOR THIS CONTRACT BY ANY OTHER PARTY.

I/WE FURTHER CERTIFY THAT THE PRINCIPLES DESCRIBED ABOVE HAVE BEEN, OR WILL BE, BROUGHT TO THE ATTENTION OF ALL SUB-CONTRACTORS, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE QUOTATION AND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONTRACTORS, SUPPLIERS OR ASSOCIATED COMPANIES WILL BE MADE ON THE BASIS OF COMPLIANCE WITH THE ABOVE PRINCIPLES BY ALL PARTIES.

I/WE ACKNOWLEDGE THAT ANY BREACH OF THE FOREGOING PROVISIONS SHALL LEAD AUTOMATICALLY TO THIS QUOTATION BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS.THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY QUOTATION RECEIVED IN CONFIDENCE BUT RESERVES THE RIGHT TO MAKE THE SAME AVAILABLE TO ANY OTHER FUNDING ORGANISATION OR STATUTORY REGULATORY AUTHORITY EITHER HAVING JURISDICTION OVER THE WORKS OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS QUOTATION.

IN THIS CERTIFICATE, THE WORD 'PERSON' INCLUDES ANY PERSONS AND ANY BODY OR ASSOCIATION, INCORPORATED OR UNINCORPORATED; ANY AGREEMENT OR ARRANGEMENT INCLUDES ANY TRANSACTIONS, FORMAL OR INFORMAL AND WHETHER LEGALLY BINDING OR NOT; AND 'THE WORK' MEANS THE WORK IN RELATION TO WHICH THIS QUOTATION IS MADE.

SIGNATURE…… IN CAPACITY OF ……..

DATE……2025

DULY AUTHORISED TO SIGN QUOTATIONS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM……..……

FULL POSTAL ADDRESS……

TELEPHONE NO…… FAX NO ……..

9. QUOTATION DOCUMENT CHECKLIST

Project Title: ***RFQ for an Expenditure Verification of a Grant Contract External Action of the European Union - 22-SB6333 Post-COVID Cost Reduction through Energy Efficiency***

Date scheme advertised: **Tuesday, 11th February 2025**

Quotation Clarification: **Wednesday, 19th February 2025**

Quotation Deadline Date: **Friday, 28th February 2025**

Quotation Deadline Time: **3:00 PM (AST/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 the bid to ensure that the bid is valid.

Completed & Signed Form of Quotation including the Appendix to Form of Quotation (Including time for completion & notice period) ☐

Completed & Signed Anti-Collusion Statement ☐

A valid Tax Compliance Certificate (if locally based. *See Guidance Instructions to Bidders #3*) ☐

CV with Academic and Professional Qualifications (Provide Evidence) ☐

Work Portfolio in the last Five (5) years ☐

Cost Breakdown as dictated in Schedule A and Schedule B ☐

Work Plan (See Evaluation Criteria) ☐

..... ……

Signed on behalf of Auditor Date

10. GOVERNMENT OF MONTSERRAT (GOM) CONTRACT AGREEMENT

GENERAL CONTRACT CONDITIONS FOR AUDIT SERVICES

This Agreement is made the..... day of……..... **2025** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Buildings, Utilities, Infrastructure, Labour & Transportation (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 Auditor"**) 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 Auditor" means the company/ companies/ individual/s that are responsible for carrying out the service.

The Administrator or Contract Administrator (**CA)** means the duly authorised 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 **Auditor's** performance, and if satisfactory, shall initiate the process for approval of payment to **the Auditor**. 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 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 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 **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

5.2.1 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

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:-

8.1 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

8.2 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

8.3 In relation to any contract with the GOM, the Supplier or person employed by it

or

acting on its behalf shall:-

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

or

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

8.4 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.

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.

11 COMPLETE AGREEEMENT

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

12 GOVERNING LAW

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

13 FORCE MAJEURE

13.1 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 Buildings, Utilities, Infrastructure, Labour & Transportation
Brades
Montserrat
Tel: (664) 491-2521 or 22
Fax: (664) 491-6659
Email: mcw@gov.ms
Email: cfergus@gov.ms

19.CONFIDENTIALITY

19.1 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.

20.MEDITATION AND ARBITRATION

20.1 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.

21. SIGNATURES

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

IN WITNESS WHEREOF, the parties have executed this 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……