Tender Document for the Supply and Delivery of One (1) 2-Ton Asphalt Hot Box Trailer

Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation and Ecclesiastical Affairs

Government of Montserrat

Issued: 17th November 2026

Reference Number: BUILTE/INFRA/2026-27-15

GOVERNMENT PROCUREMENT SERVICES
MONTSERRAT

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Section 1 Instructions to Tenderers

These Instructions to Tenderers should be read in conjunction with the Tender Data Sheet in Section 2 of this tender document.

General
1. Scope of Tender
The Government of Montserrat ("GOM"), represented by the procuring entity named in the Tender Data Sheet, invites tenders for the goods and related services listed in Section 4 Schedule of Requirements. The procurement reference number is stated in the Tender Data Sheet. Unless otherwise indicated in the Tender Data Sheet, the contract will be financed by GOM. Tendering will be conducted in accordance with the Public Procurement Act 2025 and Public Procurement Regulations 2025 of the Government of Montserrat. Tenderers must comply with the requirements of this tender document, including any clarifications or modifications issued by GOM.
2. Participation
Subject to clause 5, participation is open to all tenderers who meet the eligibility and qualification criteria listed in Section 3 Evaluation and Qualification Criteria. If a tenderer is a joint venture: • all parties to the joint venture shall be jointly and severally liable for the contract; and • the joint venture must nominate a representative who is authorised to legally bind the joint venture during the tendering process and contract implementation. Tenderers may submit one tender only, either in their own name or as a member of a joint venture, except for alternative tenders where permitted in accordance with clause 13. Subcontracting is allowed. Details of any subcontractors must be included in the tender, with details of the goods or related services that they will supply. A firm that is not a tenderer or member of a joint venture may participate as a subcontractor in more than one tender. All joint venture partners and subcontractors must meet the eligibility criteria in Section 3 of this tender document.
3. Supplier Code of Conduct
Tenderers must comply with the Government of Montserrat's Code of Conduct for Suppliers and are required to confirm their acceptance of the code in their tender. Tenderers and suppliers who engage in prohibited practices, as defined in the Public Procurement Act 2025, may be prosecuted under criminal laws and may be debarred from participation in future procurement processes.

4. Conflict of Interest

A tender shall be rejected where the tenderer is found to have a conflict of interest that cannot be remedied, materially impairs fair competition, hinders the tenderer's ability to perform the contract or otherwise prejudices the legitimate interests of the procuring entity.

Conflict of interest situations include, but are not limited to:

- the tenderer or its affiliates were involved in preparing the specifications or other documents used for this procurement;
- the tenderer or any of its key staff have a close business or family relationship with staff of GOM who are or will be involved in any aspect of the procurement process or management of the contract;
- the tenderer controls or is under common control with another tenderer or is in a position to influence the tender of another tenderer.

Tenderers must disclose any actual or potential conflict of interest in the Tender Submission Form. A tenderer may seek confirmation of whether a conflict of interest exists by contacting GOM at the address given in clause 1 of the Tender Data Sheet.

5. Sanctions

Participation in this procurement procedure and performance of any resulting contract shall be subject to full compliance with all applicable sanctions, restrictive measures and trade prohibitions having legal effect in Montserrat ("applicable sanctions").

For the purposes of this procurement, applicable sanctions include, without limitation, sanctions adopted by the United Kingdom pursuant to the Sanctions and Anti-Money Laundering Act 2018 and extended to Montserrat as a British Overseas Territory by Order in Council, as amended from time to time. Further information can be viewed at https://www.gov.uk/government/publications/the-uk-sanctions-list.

Applicable sanctions also include any other sanctions indicated in the Tender Data Sheet.

A tenderer shall be excluded from participation in this procurement procedure where the tenderer, or any of the following persons or entities is subject to restrictive measures or designated under any applicable sanctions regime:

- owners or beneficial owners;
- directors or officers;
- persons having powers of representation, decision or control;
- subcontractors or key personnel.

Exclusion shall also apply where the tenderer is owned or controlled, directly or indirectly, by a designated person or entity.

Tenders involving goods, works or services the supply, provision, transfer, export, import or performance of which is prohibited under any applicable sanctions regime shall be rejected.

Tender Document

6. Tender Document

The tender document consists of the following sections:

- Section 1: Instructions to Tenderers
- Section 2: Tender Data Sheet
- Section 3: Evaluation and Qualification Criteria
- Section 4: Schedule of Requirements
- Section 5: General Conditions of Contract
- Section 6: Special Conditions of Contract
- Section 7: Contract Forms
- Section 8: Tender Forms

7. Clarification of Tender Document

A tenderer may request clarification of this tender document. Any request for clarification must be submitted in writing to the address shown in the Tender Data Sheet, no later than the date stated in the Tender Data Sheet.

GOM will respond in writing to all requests for clarification received by this date. The response will be sent to all tenderers who obtained the tender document from GOM and will include a description of the clarification request, without identifying the tenderer who requested it.

8. Modification of Tender Document

GOM may modify this tender document at any time prior to the tender deadline.

Where this tender document was downloaded from https://tenders.gov.ms, any modification will be published on https://tenders.gov.ms and tenderers should regularly check this website for any modifications.

Where this tender document was issued directly to tenderers, any modification will be issued in writing to all invited tenderers.

GOM may extend the deadline for submission of tenders by issuing a modification to the tender document.

9. Pre-Tender Meeting and/or Site Visit

Where so indicated in the Tender Data Sheet, GOM will hold a pre-tender meeting and/or site visit.

Preparation and Submission of Tenders

10. Content of Tenders

Tenderers must include the following documents as part of their tender:

- Tender Submission Form
- Tender Checklist
- Tenderer Information Form
- Valid Tax Compliance Certificate or equivalent
- Supplier Code of Conduct (not required for suppliers registered with Government Procurement Services)

- Labour Compliance Declaration (not required for suppliers registered with Government Procurement Services)
- Joint Venture Information Form (where applicable)
- Technical Specifications
- Price Schedule(s)
- Tender securing declaration (where required by clause 17)
- any other documents listed in the Tender Data Sheet.

The tender must be prepared in English, using the forms provided in this tender document. The technical specification form is in Section 4 Schedule of Requirements. All other forms are in Section 8 Tender Forms.

Failure to submit a correctly completed and signed Tender Submission Form, Technical Specifications and Price Schedule(s) may result in rejection of the tender.

Tenderers shall bear all costs relating to the preparation and submission of their tenders.

11. Samples

Where so indicated in the Tender Data Sheet, tenderers must submit a sample in accordance with the instructions in the Tender Data Sheet.

12. Lots

Where so indicated in Section 4 Schedule of Requirements, the tender requirement is divided into lots. Tenderers may submit a tender for one lot, all lots or any combination of lots.

Tenderers must submit a separate Price Schedule for each lot for which they are submitting a tender.

13. Alternative Tenders

Unless otherwise indicated in the Tender Data Sheet, tenders which offer alternative technical characteristics, contractual terms and conditions or other requirements from this tender document will not be considered.

Where the Tender Data Sheet permits alternative tenders, they will be evaluated as specified in Section 3 Evaluation and Qualification Criteria.

14. Currency

Unless otherwise indicated in the Tender Data Sheet, tenders must be priced in East Caribbean Dollars (XCD).

15. Tender Prices

Unless otherwise indicated in the Tender Data Sheet, tenders must be for 100% of the items and quantities requested in the tender document or within each lot.

Tender prices must be quoted in accordance with the Incoterm indicated in Section 4 Schedule of Requirements. The meaning of Incoterms shall be governed by the edition of Incoterms specified in the Tender Data Sheet, as published by the International Chamber of Commerce.

16. Validity

Unless otherwise indicated in the Tender Data Sheet, tenders must be valid for 90 days from the date of the tender deadline. During this validity period, tenderers must maintain their original tender, including prices, without any modification or withdrawal.

GOM may ask tenderers to extend the validity of their tenders, including any tender securing declaration. The request and response must be in writing. Tenderers that agree to extend validity will not be permitted to modify their tenders in any other way. Tenderers may refuse to extend the validity of their tenders without any penalty.

17. Tender Securing Declaration

Where so indicated in the Tender Data Sheet, tenderers must submit a tender securing declaration with their tender, using the relevant form provided in Section 8 Tender Forms.

A tender securing declaration constitutes a binding commitment to maintain the original tender, including prices, during the tender validity period and, if the tender is successful, to enter into a contract with GOM on the terms of the tender.

Failure to honour a tender securing declaration shall result in the tenderer being disqualified from this procurement and debarred from participating in further GOM tenders for a period of up to two years. No financial security shall be required.

18. Signing of Tenders

The tender must be signed by a person duly authorised to sign on behalf of the tenderer. The name and position of the person signing must be stated on the Tender Submission Form.

The tenderer must sign at least the Tender Submission Form, Technical Specifications and the Price Schedule(s). Failure to sign these documents may result in rejection of the tender.

Where so indicated in the Tender Data Sheet, the authorisation to sign must be included with the tender.

Any amendments to the tender must also be signed by the person signing the tender.

19. Submission of Tenders

Tenders may be either:

- submitted in hard copy to the address indicated in the Tender Data Sheet; or
- uploaded electronically to https://mytenders.co.uk/.

Where a tender is submitted in hard copy, it must be sealed within inner and outer envelopes and marked in accordance with the instructions in the Tender Data Sheet.

Any alternative tenders permitted in accordance with clause 13 must be sealed in a separate inner envelope, marked as “ALTERNATIVE” and placed inside the outer envelope.

To submit a tender electronically, the tenderer must register its interest in advance at https://mytenders.co.uk/. Following registration, the tenderer should follow the online instructions to upload its tender.

20. Tender Deadline

Tenders must be received by GOM no later than the date and time indicated in the Tender Data Sheet.

GOM may extend the deadline for submission of tenders by issuing a modification to the tender document in accordance with clause 8.

All tenders received after the tender deadline will be rejected.

21. Withdrawal and Replacement of Tenders

A tenderer may withdraw a submitted tender at any time before the tender deadline and may, if it wishes, submit a replacement tender.

Where the tender was submitted in hard copy, any withdrawal notice or replacement tender must be signed and submitted in the same way as the original tender and the envelope must be marked as “WITHDRAWAL” or “REPLACEMENT”.

Where a tender is uploaded electronically, tenderers may delete or replace the original tender at any time before the tender deadline.

Opening and Evaluation of Tenders

22. Tender Opening

All tenders received by the tender deadline will be opened in public at the date, time and place indicated in the Tender Data Sheet. The tenderer or its representative may attend.

The name of each tenderer, the total tender price and information relating to any alternative tenders will be read aloud and recorded.

A copy of the record of public tender opening will be sent to all tenderers whose tenders were opened.

23. Evaluation of Tenders

Tenders will be evaluated in three stages, applying the criteria listed in Section 3 Evaluation and Qualification Criteria to determine the most advantageous tender:

- a preliminary examination to determine whether tenders are substantially responsive to the requirements of this tender document, have been properly signed and are generally in order and whether tenderers meet the eligibility and qualification criteria listed in Section 3 Evaluation and Qualification Criteria;
- a technical evaluation to determine whether tenders meet the technical requirements of this tender document without material deviation and to apply any technical criteria listed in Section 3 Evaluation and Qualification Criteria; and
- a financial evaluation to compare prices, apply any criteria listed in Section 3 Evaluation and Qualification Criteria and determine the most advantageous tender.

Tenders which are not substantially responsive may be rejected at any stage of the evaluation.

24. Substantial Responsiveness

A tender is considered to be substantially responsive if it conforms to all the terms, conditions and specifications of the tender document without material deviation or reservations.

A material deviation is one which would detrimentally affect the scope, quality or performance of the goods or would change the supplier's risk and responsibilities under the contract.

A tender may still be considered substantially responsive if it contains:

- minor deviations that do not materially differ from the characteristics, terms, conditions and other requirements of this tender document; or
- errors or oversights that can be corrected without touching on the substance of the tender.

25. Confidentiality

Information relating to the evaluation of tenders shall not be disclosed to tenderers or any other persons not officially involved with the procurement process until the notification of intention to award in accordance with clause 31 or notice of acceptance in accordance with clause 33.

Any tenderer who attempts to obtain confidential information or to influence the evaluation process will have its tender rejected and may be debarred from participating in future procurement processes.

26. Clarification of Tenders

GOM may request a tenderer to clarify its tender or provide further information during the evaluation process. Any such request and the response must be in writing.

A tenderer's clarification response shall not change the substance or price of the tender, except to confirm the correction of arithmetic errors in accordance with clause 27.

If a tenderer does not respond to a request for clarification by the date requested, its tender may be rejected.

27. Correction of Arithmetical Errors

GOM will correct arithmetical errors discovered during the evaluation process as follows:

- if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.

GOM will notify the tenderer of any corrections. Where a tenderer does not accept the correction of arithmetical errors, its tender will be rejected.

28. Conversion to Single Currency

Where clause 14 permits tenders in different currencies, GOM will convert prices quoted in other currencies into XCD for evaluation purposes only, using the exchange rate of the Bank of Montserrat published at https://bankofmontserrat.ms/foreign-exchange-rates/ on the date of the tender deadline.

29. Abnormally Low Tenders

An abnormally low tender is one where the tender price, in combination with other elements of the tender, appears to be so low that it raises concerns as to the capability of the tenderer to perform the contract for the offered tender price.

Where GOM considers a tender to be abnormally low, GOM shall seek written clarification from the tenderer in accordance with clause 26, including a detailed analysis of costs and unit prices, by reference to the scope, schedule and allocation of risks and responsibilities.

Following review and examination of the tenderer's explanations and the detailed price analysis presented by the tenderer, GOM may:

- accept the tender, if the evidence satisfactorily validates the low tender price, in which case the tender is not considered abnormally low; or
- reject the tender as abnormally low if the evidence fails to demonstrate the tenderer's ability to perform the contract at the offered price.

30. Right to Accept or Reject Tenders

GOM has the right to accept or reject any tender or to cancel this tendering procedure at any time prior to contract award.

Where a tendering procedure is cancelled:

- before the tender deadline, a notice of cancellation will be published as a modification in accordance with clause 8;
- after the tender deadline, all tenderers who submitted a tender will be notified in writing;
- any tenders submitted in hard copy will be returned to tenderers;
- any tenders submitted electronically will be deleted.

Contract Award

31. Notification of Intention to Award and Standstill Period

Unless otherwise indicated in the Tender Data Sheet, following identification of the most advantageous tender, GOM will issue a notice of intention to award to all tenderers whose tenders were opened. The notice will include details of the successful tender, including the proposed contract price and a summary of its advantages in relation to any non-price criteria

applied. For unsuccessful tenderers, the notice will provide a brief explanation of why their tender was unsuccessful.

Following the issue of the notice of intention to award, a ten-day standstill period will be imposed during which no contract will be awarded. The notice will state the end date of the standstill period.

32. Debriefing and Right to Challenge

Any tenderer may request a debriefing on why its tender was unsuccessful by contacting GOM at the address given in clause 1 of the Tender Data Sheet.

Where a debriefing is requested by the date indicated in the notice of intention to award, GOM will provide the debriefing, in writing, before the end of the standstill period.

Any tenderer has the right to submit a challenge if it has suffered, or may suffer, loss or injury due to a decision, action, breach of duty or non-compliance with the Public Procurement Act 2025 by a procuring entity.

Any challenge must be submitted, in writing, using the standard form available from https://tenders.gov.ms/. The challenge must be submitted to the accounting officer of the procuring entity, with a copy to the Head of Government Procurement Services. The challenge must be submitted within five days of the issue of notification of intention to award or of when the tenderer became aware of the circumstances for the challenge.

The accounting officer will issue a written decision within 14 days of receipt of the challenge. Where the accounting officer does not issue a decision or the tenderer is not satisfied with the decision, the tenderer may submit an appeal to the Independent Adjudicator, through the Head of Government Procurement Services.

A decision to cancel the tendering procedure or reject all tenders, in accordance with clause 30, may not be challenged.

33. Notice of Acceptance and Contract Signature

Following the expiry of the standstill period and confirmation that no challenge has been submitted, GOM will issue a notice of acceptance to the successful tenderer. The notice of acceptance will include instructions for the successful tenderer to sign the contract and complete any other contractual requirements, including the provision of any performance security required.

The type of contract and applicable terms and conditions will be as shown in Sections 5 to 7 of this tender document.

GOM has the right to vary the quantity of goods purchased by the percentage indicated in the tender data sheet, without any change in the unit price or other terms and conditions.

If the successful tenderer fails to sign the contract or complete any other contractual requirements, GOM may cancel the acceptance of the tender and may execute any or tender securing declaration.

GOM will publish a contract award notice on https://tenders.gov.ms/ for all contracts with a value greater than XCD 100,000.

Section 2 Tender Data Sheet

The following data supplements or amends the Instructions to Tenderers in Section 1 of this tender document. Where there is a conflict, the information in Section 2 prevails over that in Section 1.

General
1. Scope of Tender
The procuring entity is: Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation & Ecclesiastical Affairs. The address of the procuring entity is: P.O. Box 344, Brades, Montserrat, MSR 1110 The procurement reference number is: BUILTE/INFRA/2026-27-15 The contract will be financed by GOM.
2. Sanctions
Participation in this procurement procedure and performance of any resulting contract shall be subject to full compliance with all applicable sanctions, restrictive measures and trade prohibitions having legal effect in Montserrat. For the purposes of this procurement, applicable sanctions include, without limitation, sanctions adopted by the United Kingdom pursuant to the Sanctions and Anti-Money Laundering Act 2018 and extended to Montserrat as a British Overseas Territory by Order in Council, as amended from time to time. Further information can be viewed at https://www.gov.uk/government/publications/the-uk-sanctions-list.
Tender Document
3. Clarification of Tender Document
The address for requesting clarifications is: Felix Persaud, Acting Director of PWD at *persaudf@gov.ms* copied to *pattersonr@gov.ms* The deadline for requesting clarifications is: Monday, 7th December 2026
4. Pre-Tender Meeting and/or Site Visit
No pre-tender meeting or site visit will be held.
Preparation and Submission of Tenders
5. Content of Tenders
The following additional documents must be included in tenders: • a priced list of recommended spare parts, accessories or consumables for a period of three years (or other specified period of time). • details of after-sales service offered. • information on life cycle costing of goods.

- additional information on performance or sustainability characteristics of goods
- manufacturer's authorisation to supply goods
- technical approach to delivery of related services
- any documents required to demonstrate qualifications such as financial statements or extracts from balance sheets, company profile, list of past contracts, certifications or licences.

6. Samples

No samples are required.

7. Alternative Tenders

Alternative tenders are not permitted.

8. Currency

Tenders must be priced in East Caribbean Dollars (XCD) or United Stated Dollars (USD) with the currency clearly stated.

9. Tender Prices

Tenders must be for 100% the quantities requested in the tender document.

The meaning of Incoterms shall be governed by the 2020 edition of Incoterms.

10. Validity

Tenders must be valid for 90 days from the date of the tender deadline.

11. Tender Securing Declaration

A tender securing declaration is required.

12. Signing of Tenders

The authorisation to sign the tender is required to be included with the tender.

13. Submission of Tenders

The address for submission of hard copy tenders is:

Hard copy tenders must be marked as follows:

The inner envelope must be marked as follows:

To: Chairperson, Departmental Procurement Committee
Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation and Ecclesiastical Affairs

Name of tenderer
Address of tenderer
BUILTE/INFRA/2026-27-15

The outer envelope must be marked as follows:

To: Chairperson, Departmental Procurement Committee

Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation and Ecclesiastical Affairs

DO NOT OPEN BEFORE: 3:10 PM Wednesday, 16th December 2026

14. Tender Deadline

The tender deadline is:

Date: Wednesday, 16th December 2026

Time: 3:00 PM

Opening and Evaluation of Tenders

15. Tender Opening

The public tender opening will be held at the following date, time and place:

Date: Wednesday, 16th December 2026

Time: 3:30 PM

Place: **M-BUILTE Conference Room**
Brades
Montserrat

Contract Award

16. Notice of Acceptance and Contract Signature

Not applicable.

Section 3 Evaluation and Qualification Criteria

This section contains all the criteria that will be used to evaluate tenders and determine the most advantageous tender.

Preliminary Examination: Substantial Responsiveness

The following criteria will be applied to determine whether tenders are substantially responsive to the requirements of this tender document, have been properly signed and are generally in order. **Any tender which is not substantially responsive will be rejected.**

Tenders will be evaluated using **the most advantageous tender** methodology with **a weighted technical and financial evaluation (60:40).**

To qualify for financial evaluation, a tender must achieve a **minimum technical score of 42 points (70% of the total technical score).** Tenders scoring below 45 points will be rejected as technically non-responsive.

Criteria	Document or Information Required
Tender is in English	All documents in English
Tender signed by authorised person	Tender Submission Form, Technical Specifications and Price Schedule(s) signed. Name and position of person signing stated in Tender Submission Form.
Authorisation to sign tender included	Notarised authorization e.g. Power of Attorney.
Tender contains all key documents including: • Tender Submission Form • Tenderer Information Form • Valid Tax Compliance Certificate or equivalent • Supplier Code of Conduct • Labour Compliance Declaration • Technical Specifications • Price Schedule	All documents listed are included. Signed copies of correctly worded Supplier Code of Conduct and Labour Compliance Declaration received (if required) Note that the absence of a correctly completed and signed Tender Submission Form, Technical Specifications or Price Schedule(s) should result in the rejection of the tender. Other missing documents or information may normally be obtained through a clarification request.
For joint ventures only: • Tender contains Joint Venture Information form • Tender contains Tenderer Information Form for all members of the joint venture • A representative is nominated to bind the joint venture	Joint Venture Information Form, correctly completed Tenderer Information Forms

Correct tender validity period	Correctly worded declaration in Tender Submission Form
Tenderer accepts terms and conditions of tender document	Correctly worded declaration in Tender Submission Form
Tender priced in XCD or USD	Correct currency in Tender Submission Form and Price Schedule(s)
Tender for 100% of items and quantities.	Correct items and quantities in Price Schedule(s)
Tender securing declaration with correct wording and suitably authorised.	Tender securing declaration using format in Section 8 Tender Forms

Preliminary Examination: Eligibility

The following criteria will be applied to determine whether tenderers are eligible. **Any tenderer who is not eligible will be rejected.**

Eligibility Criteria	Document or Information Required
Tenderer has the legal capacity to enter into a contract.	Tenderer Information Form with attached documents or supplier registration details Joint Venture Information Form with attached documents, where applicable
Tenderer is not insolvent, in receivership, bankrupt or being wound up; Tenderer's activities or affairs are not suspended or being administered under any Act, by a court or by a judicial officer; Tenderer is not the subject of legal proceedings for any of the matters above.	Declaration in Tender Submission Form
Tenderer has fulfilled or has made substantial arrangements satisfactory to the relevant authorities, to fulfil its obligations to pay taxes and social security and other contributions of its employees. 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	Declaration in Quotation Form Valid Tax Compliance Certificate or equivalent

contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms	
Tenderer, its owners and beneficial owners, directors or officers have not been convicted of a criminal offence related to professional conduct or a prohibited practice within the last three years before the tender deadline.	Declaration in Tender Submission Form
Tenderer, its owners and beneficial owners, directors or officers have not been debarred from participating in procurement by the Public Procurement Board in Montserrat	Declaration in Tender Submission Form
Tenderer, including: • owners and beneficial owners; • directors or officers; • persons having powers of representation, decision or control; and • subcontractors or key personnel; are not subject to applicable sanctions, as listed at https://www.fscmontserrat.org/sanctions/ or https://www.gov.uk/government/publications/the-uk-sanctions-list.	Declaration in Tender Submission Form

Technical Evaluation - 60 points

The following criteria will be applied to determine whether tenderers meet the technical requirements of this tender document without material deviation. **Any tenderer which is not qualified will be rejected.**

Tenders will be evaluated using **the most advantageous tender** methodology with a **weighted technical and financial evaluation (60:40).**

To qualify for financial evaluation, a tender must achieve a **minimum technical score of 45 points (75% of the total technical score).** Tenders scoring below 45 points will be rejected as technically non-responsive.

Technical Criteria	Document or Information Required	Scoring
Goods and related services are substantially responsive to the requirements in the Schedule of Requirements in Section 4	Technical Specification Compliance Form	30 points
Compliance with requested warranty terms	Acceptance of tender terms and conditions in Tender Submission Form i.e.	10 points

	- A three-year (3) structural warranty covering the trailer chassis, frame weldments, and the main combustion chamber against cracking or burn-through. - A two-year (2) machine warranty covering the automated temperature controllers, hydraulic hoists, and factory-installed digital control hardware. - A one-year (1) component warranty to cover the auxiliary engines, burner assemblies, and hydraulic hoses, subject to the respective original equipment manufacturer's terms Supplier is required to be an authorised distributor of the goods.	
Delivery period meets requirements in Section 4.	Delivery dates stated in Tender Submission Form.	5 points
Tenderer is able to deliver spare parts and provide after-sales service for the goods for at least 5 years. The condition and terms should be included. The submission is expected to include on-island and remote support.	Document summarising after-sales services.	15 points
TOTAL		**60 points**

Financial Evaluation – 40 points.

GOM will (1) correct any arithmetic errors, (2) convert tender prices to a single currency, where required and (3) adjust tender prices for any minor deviations, reservations or omissions. This will determine the evaluated price based on the delivered price of the goods, in accordance with the Incoterm indicated in Section 4 Schedule of Requirements and the cost of related services specified in Section 4 Schedule of Requirements.

Financial proposals will be evaluated only for tenderers achieving **42 points** or higher in the Technical Evaluation. The evaluated price will be further adjusted, for evaluation purposes only, by applying the following financial criteria. The tender offering best value for money, following all adjustments listed below:

- the cost of recommended spare parts, accessories or consumables for a period of five years will be added (average maintenance cost per year assuming no critical failure).
- the cost of after-sales service for a period of five years will be added.

Section 4 Schedule of Requirements

List of Goods *[and Related Services]*

This tender is for the following goods and related services:

Item No	Description	Unit	Quantity
1	Supply and delivery of a new 2-ton (4,000 lbs) Asphalt Hot Box Trailer for Public Works Department/ MBUILTE. The Asphalt Hot Box Trailer shall meet the specifications which are supplied within the RFQ document.	EA	1

Delivery and Commissioning

Delivery and commissioning requirements are as follows:

Delivery period required	12–16 weeks from contract award.
Delivery terms	**CIF – Port Little Bay, Montserrat.** The quoted price shall include for supply, delivery, insurance and freight to Port of Destination.
Final destination for goods	Public Works Department, Brades Montserrat MSR1110
Commissioning period for related services	**4-6 weeks from delivery of the Asphalt Hot Box Trailer**, commissioning and demonstration of the Asphalt Hot Box Trailer.
Place for performance of services	Public Works Department Workshop, Montserrat

Technical Specifications

Columns 1 and 2 show the specifications required by this tender. Tenderers are required to complete columns 3 and 4 and include this form as part of their tender. Column 3 should clearly state makes and models offered and contain sufficient information on the technical characteristics or performance of the goods or related services to allow comparison with the specification required. Column 4 should state whether the specification offered is "compliant" or "not compliant", with any comments or explanation required. Additional technical details may be attached.

Item No.	Specification Required	Specification Offered To be completed by tenderer	Tenderer Comments To be completed by tenderer
(a)	(b)	(c)	(d)
1	**STANDARD SPECIFICATIONS** • 12-volt deep cycle batteries • Single diesel or vapor draw propane burner • Smart controller • Electric brakes with safety breakaway • Single axle w/ tubular steel frame (7,000 lbs. GVWR) • Manual loading and unloading doors • Battery charger package • 16′ frame • 2 red and 1 amber light per side • Battery charger package • Automatic temperature control • VIP technology • One-piece ceramic combustion chamber (diesel) • Diamond tread plate hopper access platform • Heated shoveling platform • Conspicuity tape		

Item No.	Specification Required		Specification Offered To be completed by tenderer	Tenderer Comments To be completed by tenderer
(a)	(b)		(c)	(d)
2	**TYPE:**	**2 Ton Box**		
	Capacity:	4,000 lbs. of Material		
	Base Weight:	3,350 lbs		
	Weight loaded with Material	7,350 lbs		
	GVWR	7,000 lbs. (Dump Box): 9,810 lbs		
	Fuel Source:	Diesel		
	Fuel Capacity:	15 gallons for dump box – 18 gallons on fixed trailer		
	Burner Type:	105,000 BTU Diesel Beckett Burner w/electronic spark ignite		
	Number of Burners:	1 (options for dual burner)		
	Unloading Doors:	Insulated guillotine, 16"Hx33" W		
	Loading Doors:	Manual 50”L x 41”W		
	Hopper Opening:	110”- doors open		
	Width:	83 inches		
	Length:	16 feet		
	Height:	69 inches		
	Construction:	Triple wall insulated - air jacketed 10-gauge capping channel & corner molding (adds structural integrity) Hopper floor heated – ¼” steel Wiring is external to hopper		
	Axles:	Double eye leaf springs. Single axle- Tandem axle on dump box.		

Item No.	Specification Required		Specification Offered To be completed by tenderer	Tenderer Comments To be completed by tenderer
(a)	(b)		(c)	(d)
	Tires:	8-bolt wheels w/9x16” tires		
	Brakes:	Electric brakes with safety break-away		
	Hitch:	2.5” Pintle Eye		
	Paint:	Blasted and painted with two coats of epoxy primer and urethane finish.		
	Frame:	Tubular steel frame with boxed-in and enclosed gussets.		
	Asphalt Repair Areas	9’x9’x4” depth (80 potholes 1"x1"x4" depth).		
3.0	**Warranty:**			
3.1	A three-year (3) structural warranty covering the trailer chassis, frame weldments, and the main combustion chamber against cracking or burn-through.			
3.2	A two-year (2) machine warranty covering the automated temperature controllers, hydraulic hoists, and factory-installed digital control hardware.			
3.3	A one-year (1) component warranty to cover the auxiliary engines, burner assemblies, and hydraulic hoses, subject to the respective original equipment manufacturer's terms.			

Section 5 General Conditions of Contract

These General Conditions of Contract (GCC) should be read in conjunction with the Special Conditions of Contract (SCC).

Preliminary Provisions

1. Definitions

In this Contract:

"Completion Period" means the period of time from contract award until completion of any Related Services;

"Contract" means the Contract Agreement together with all Contract Documents, attachments and appendices;

"Contract Agreement" means the document signed by GOM and the Supplier;

"Contract Documents" means the documents listed in the Contract Agreement;

"Contract Price" means the price payable to the Supplier, as specified in the Contract Agreement, subject to any adjustments made pursuant to the Contract;

"Day" means calendar day;

"Delivery Period" means the period of time from contract award until delivery of the Goods in accordance with the delivery terms specified in the Schedule of Requirements;

"Goods" means the raw materials, products, equipment, software or other physical objects that the Supplier is required to supply under the Contract;

"GOM" means the Government of Montserrat who is purchasing the Goods and Related Services, represented by the procuring entity named in the Contract Agreement;

"Related Services" means services incidental to the supply of Goods, such as installation, training and maintenance, that the Supplier is required to supply under the Contract;

"SCC" means the Special Conditions of Contract;

"Subcontractor" means any organisation that has entered into a subcontracting agreement with the Supplier to supply all or parts of the Goods and Related Services or facilitate the execution of the Contract;

"Supplier" means the organisation that has responsibility for delivering the Goods and Related Services, as named in the Contract Agreement

2. Interpretation

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

The Contract constitutes the entire agreement between GOM and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of the Contract.

No failure by either party to enforce any of the terms or conditions of the Contract, or granting of time by either party, shall constitute a waiver of the right to subsequently enforce all terms and conditions of this Contract. No waiver of any breach of the Contract shall be considered a waiver of any subsequent or continuing breach.

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract and is signed by authorised representatives of both parties.

4. Assignment

Neither GOM nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

5. Subcontracting

The Supplier shall not subcontract any part of the Contract without the prior written consent of GOM. Such consent shall not be unreasonably withheld or delayed.

Any Subcontractors listed in the Supplier's tender are approved.

Subcontracting shall not relieve the Supplier of any of its obligations under the Contract.

6. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of Montserrat.

7. Language

The Contract, as well as all correspondence and documents relating to the Contract, shall be in English.

8. Notices

Any notice given by one party to the other shall be in writing to the address specified in the SCC. Notices may be delivered by email, post or in person and shall be deemed received:

- within 24 hours of the date of sending if delivered by email;
- within 72 hours of the date of posting if delivered by post; or
- upon delivery if delivered in person.

9. Confidentiality

GOM and the Supplier shall keep confidential all documents, data or other information provided by the other party in connection with the Contract, whether provided directly or indirectly and before, during or following completion or termination of the Contract.

Such documents, data or information shall be used solely for the purpose of the Contract and shall not be disclosed to any third party, without the prior written consent of the other party.

Notwithstanding the above, the Supplier may share documents, data or information with its approved Subcontractors to the extent required for performance of their work under the Contract, providing the Supplier has a written agreement with such Subcontractors to treat the information as confidential in accordance with this Contract.

These obligations shall not apply to information that:

- is required or ordered to be disclosed by law or a competent court or authority;
- enters the public domain through no fault of that party or was already possessed by that party at the time of disclosure; or
- lawfully becomes available to a party from a third party.

10. General Obligations of GOM

GOM shall cooperate with the Supplier and provide all information and assistance reasonably required by the Supplier in order to execute the Contract, including but not limited to assistance with obtaining any necessary permits or import licences.

GOM shall give prompt and reasonable consideration to any request from the Supplier for changes to the Contract. Any such changes agreed shall be executed in accordance with clause 3.

Obligations of the Supplier

11. General Obligations of the Supplier

The Supplier shall execute the Contract with due care, efficiency and diligence in accordance with the best professional practice, the highest quality standards and the provisions of this Contract.

The Supplier shall respect and abide by all laws and regulations in force in Montserrat and shall ensure that its Subcontractors, agents or staff also respect and abide by all such laws and regulations.

The Supplier shall comply with the Montserrat Labour Code, 2012 and subsidiary regulations including, but not limited to, obligations relating to equality of treatment in employment, health, safety and welfare, work permits and immigration requirements.

12. Joint Ventures

If the Supplier is a joint venture:

- all of the partners shall be jointly and severally liable for implementation of the Contract;
- the partners shall designate a leader with authority to bind the joint venture;
- the composition or constitution of the joint venture shall not be altered without the prior consent of GOM.

13. Prohibited Practices

The Supplier, including any Subcontractors, agents or staff, shall not engage in prohibited practices, as defined in the Public Procurement Act 2025, and shall comply with the Government of Montserrat's Code of Conduct for Suppliers, available at https://tenders.gov.ms/.

14. Sanctions

In performing the Contract, the Supplier shall comply with all appliable sanctions, restrictive measures and trade prohibitions having legal effect in Montserrat ("applicable sanctions").

Applicable sanctions include, without limitation, sanctions adopted by the United Kingdom pursuant to the Sanctions and Anti-Money Laundering Act 2018 and extended to Montserrat as a British Overseas Territory by Order in Council, as amended from time to time.

The Supplier, including any Subcontractors, warrants that it is not subject to any applicable sanctions and is not owned or controlled, directly or indirectly, by a sanctioned person or entity.

The Supplier shall promptly give notice in writing to GOM of any change in circumstances that may affect compliance with this clause.

GOM reserves the right to verify compliance with this clause. Verification may include consultation of the United Kingdom Consolidated List of Financial Sanctions Targets or any successor or equivalent official list: https://www.gov.uk/government/publications/the-uk-sanctions-list.

15. Supply of Goods and Related Services

The Supplier shall supply the Goods and Related Services described in the Schedule of Requirements.

Responsibility for arranging transportation and insurance of the Goods shall be in accordance with the Incoterms specified in the delivery requirements in the Schedule of Requirements.

The Supplier shall provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and completion of any Related Services.

The Supplier shall be responsible for the professional and technical competence of any Subcontractors, agents or staff assigned to deliver Related Services under the Contract. The Supplier shall assume all risks and liabilities relating to Subcontractors, agents or staff and property.

16. Origin of Goods

Goods and Related Services supplied under the Contract shall have their origin in any country, providing the country is not subject to sanction orders in force in Montserrat, as listed at https://www.fscmontserrat.org/sanctions/ or https://www.gov.uk/government/publications/the-uk-sanctions-list.

17. Packaging of Goods

The Supplier shall package the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Schedule of Requirements. Packaging shall be sufficient to withstand rough handling, exposure to extreme temperatures, salt and precipitation and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

Packages shall be marked with the procurement reference number and any other information necessary to ensure correct handling and safe delivery of the Goods.

The packaging, marking and documentation within and outside the packages shall comply with any additional requirements specified in the Schedule of Requirements or SCC.

18. Delivery and Documents

Delivery of the Goods and completion of the Related Services shall be in accordance with the delivery and completion requirements in the Schedule of Requirements.

The details of shipping and other documents to be provided by the Supplier are specified in the SCC. The Supplier shall ensure that GOM receives all necessary transport documents before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

19. Inspection and Testing

The Supplier shall carry out, or shall allow to be carried out, any tests and inspections specified in the Schedule of Requirements. Such tests and inspections shall be at the Supplier's expense, unless otherwise specified in the Schedule of Requirements.

GOM may reject any Goods or services, or any part of the Goods or services, that fail to pass any test or inspection or that do not conform to the technical specifications in the Schedule of Requirements. The Supplier shall rectify or replace any rejected Goods or services at no cost to GOM and shall repeat the test or inspection at no cost to GOM.

Notwithstanding any tests and inspections specified in the Schedule of Requirements, GOM has the right to inspect the Goods and services at any reasonable time and place, prior to issuing any Goods received note, completion certificate or similar document.

The Supplier shall cooperate with any inspection request and provide all reasonable facilities and assistance to any inspectors.

The execution of any test of inspection shall not release the Supplier from any warranties or other obligations under this Contract.

20. Performance Security

If required by the SCC, the Supplier shall provide a performance security within 28 Days of the notice of acceptance. The proceeds of the performance security shall be payable to GOM as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract, except where such failure is a result of force majeure in accordance with clause 30.

The performance security shall be in the currency, amount and format specified in the SCC.

The performance security shall be returned to the Supplier no later than 28 Days after completion of the Supplier's obligations under the Contract, including any warranty obligations, unless otherwise specified in the SCC.

21. Warranty

The Supplier warrants that the Goods are new, unused and conform to the technical specifications and standards stated in the Schedule of Requirements.

The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, under normal use in the conditions prevailing in Montserrat.

Unless otherwise specified in the SCC, the warranty shall remain valid for twelve months after the Goods, or any portion of the Goods, have been accepted by GOM.

GOM shall promptly give notice of any defects to the Supplier and shall afford all reasonable opportunity for the Supplier to inspect such defects. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, repair or replace the defective Goods, at no cost to GOM.

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

22. Patent Indemnity

Unless otherwise specified in the SCC, the Supplier shall indemnify and hold GOM harmless for all damages and cost incurred due to any claim brought by any third party for alleged or actual violations of intellectual, industrial or other property rights of any kind whatsoever based on GOM's use, as specified in or reasonably inferred from the Contract, of patents, licences, drawings, designs, models or brand or trademarks, except where such infringement results from compliance with the design or specification provided by GOM.

23. Indemnity and Insurance

The Supplier shall be liable for and shall indemnify GOM for any loss or damage caused by the Supplier, its Subcontractors, agents or staff in the performance of the Contract, including loss of or damage to property, death and bodily injury.

The Supplier shall take out and maintain liability insurance in an adequate amount to cover all claims arising from or in connection with the Supplier's performance of the Contract. The Supplier's liability insurance shall cover its Subcontractors, agents or staff.

The aggregate liability of the Supplier to GOM, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price.

Neither party shall be liable to the other for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

24. Audit

The Supplier shall keep accurate accounts and records in respect of the Contract and shall permit GOM or persons appointed by GOM to inspect or audit the accounts and records.

The Supplier shall ensure that its Subcontractors comply with the requirements of this clause.

Price and Payment

25. Contract Price

The Contract Price is as specified in the Contract Agreement.

Prices charged by the Supplier for the Goods and Related Services shall be fixed and not subject to adjustment.

26. Payment Terms

The Contract Price, including any advance payment in accordance with clause 27, shall be paid as specified in the SCC.

The Supplier shall be responsible for all taxes, duties and fees imposed on the Goods or Related Services until delivery to GOM.

Invoices and supporting documents shall be submitted to GOM in writing at the address indicated in the SCC. Invoices must state the Supplier's name and address, the procurement reference number, the currency and amount of payment and show any taxes or duties separately. 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

Unless otherwise specified in the SCC, payments will be made no later than 30 Days after submission of a correct invoice and supporting documents. GOM may withhold payment of any invoice where the Supplier has not delivered the Goods or Related Services covered by the invoice, the invoice is incorrect, the Supplier has not provided sufficient supporting documents or the Supplier is in breach of any of its obligations under this Contract.

Payments will be made in the currency of the Contract Price.

In the event that GOM fails to pay the Supplier any undisputed amount by its due date, GOM shall pay the Supplier interest on the amount of the delayed payment at the rate shown in the SCC, for the period until the payment has been made in full.

27. Advance Payment

Unless otherwise indicated in the SCC, no advance payment will be made.

If an advance payment is be made in accordance with the payment terms in clause 26, the Supplier shall submit an invoice for the advance payment on signature of the Contract.

Unless otherwise indicated in the SCC, payment of the advance will be made upon submission of an acceptable bank guarantee for the full amount of the advance payment, valid until the Goods are delivered and, in the form, provided in the Contract.

28. Liquidated Damages

Except in cases of force majeure in accordance with clause 30, if the Supplier fails to deliver any of the Goods or complete any of the Related Services within the Delivery and

Completion Periods specified in the Schedule of Requirements, GOM may deduct liquidated damages from the Contract Price.

Liquidated damages shall be calculated at the percentage of the delivered price of the delayed Goods or uncompleted services specified in the SCC for each week, or part week, of delay, until actual delivery or completion. The maximum amount of liquidated damages shall be specified in the SCC. Once the maximum is reached, GOM may terminate the Contract in accordance with clause 31.

The deduction of liquidated damages shall not affect GOM's other rights or remedies under the Contract.

Breach and Termination

29. Settlement of Disputes

The parties shall use their best efforts to settle any dispute amicably.

If, after 14 Days, the parties have failed to resolve their dispute by mutual consultation, either party may request, by notice to the other party, that a mutually agreed-upon mediator be appointed in Montserrat.

The mediator, once appointed, may set out his or her own procedure and shall specify a reasonable time and date for submissions and information by each party. The parties shall cooperate with the mediator and with such enquiries that he or she may deem necessary. The parties shall share any costs and fees associated with the mediation equally, except for attorney fees.

No confidential information supplied to the mediator shall be disclosed to any third party.

The parties shall continue to perform their respective obligations under the Contract, during any dispute resolution procedures, unless they agree otherwise.

30. Force Majeure

Neither party shall be considered to be in breach of its obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure.

"Force majeure" means an event or situation beyond the control of either party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, natural disasters, wars, revolutions, terrorism, civil or industrial disturbances, acts of government, epidemics, quarantine restrictions, and freight embargoes.

Promptly after the occurrence of any force majeure situation, the affected party shall give notice in writing to the other party, giving details of the cause, the probable duration and the likely effect.

Unless otherwise directed by GOM, the Supplier shall continue to perform its obligations under the Contract, as far as is reasonably practical, and shall seek all reasonable alternative means for performance of its obligations.

Either party may terminate the Contract, by written notice to the other, where a party is unable to perform its obligations, wholly or in part, by reason of force majeure for any period

of 30 days or more. The Supplier shall be entitled to payment for all Goods already delivered and Related Services completed at the time of termination.

31. Termination for Default

GOM, without prejudice to any other remedy for breach of Contract, may terminate the Contract, in whole or in part, at any time, by written notice to the Supplier if:

- the Supplier fails to deliver any of the Goods or services within the period specified in the Schedule of Requirements, or any additional period subsequently agreed, except in cases of force majeure;
- the Supplier fails to perform any other obligation under the Contract;
- in the judgement of GOM, the Supplier has engaged in prohibited practices;
- the Supplier is subject to applicable sanctions or the Supplier has or will violate applicable sanctions through the performance of the contract; or
- the Supplier becomes bankrupt, insolvent, enters into receivership or is being wound up or is the subject of legal or administrative proceedings for any such matter.

In such cases, GOM may procure Goods or Related Services similar to those undelivered, in such manner as it deems appropriate, and the Supplier shall be liable to GOM for any additional costs. The Supplier shall continue performance of the Contract to the extent not terminated.

32. Termination for Convenience

GOM may terminate the Contract, in whole or in part, at any time, by written notice to the Supplier for its convenience. The notice shall specify that termination is for GOM's convenience, the extent to which the Contract is terminated and the date when the termination becomes effective.

GOM shall pay the Supplier for all Goods complete and ready for shipment and for costs already incurred for performance of the Contract.

Section 6 Special Conditions of Contract

The following Special Conditions of Contract (SCC) supplement and/or amend the GCC. Whenever there is a conflict, the provisions in these SCC will prevail over those in the GCC.

Preliminary Provisions
1. Notices
GOM's address shall be: Permanent Secretary, Ministry of BUILTE, P.O. Box 344, Brades, Montserrat, MSR 1110 The Supplier's address shall be: [insert address for notices under the contract, including email address where email correspondence will be used]
Obligations of the Supplier
2. Packaging of Goods
Additional requirements for packaging, marking and documentation are: *The Asphalt Hot Box and all associated components shall be securely packaged and protected against damage, moisture, corrosion, and deterioration during transportation and handling. All packages shall be clearly marked with the Contract reference, description of contents, handling instructions, and final destination. The Supplier shall provide packing lists identifying all components and accessories included in the shipment.*
3. Delivery and Documents
The shipping and other documents to be provided by the Supplier are: The shipping documents to be provided but not limited to Commercial shipping invoice, Bill of Lading, Manufacturer's or Supplier's warranty certificate, Inspection certificates.
4. Performance Security
None required.
5. Warranty
Bidders shall provide, as part of their tender submission the following: - *A three-year (3) structural warranty covering the trailer chassis, frame weldments, and the main combustion chamber against cracking or burn-through.* - *A two-year (2) machine warranty covering the automated temperature controllers, hydraulic hoists, and factory-installed digital control hardware.* - *A one-year (1) component warranty to cover the auxiliary engines, burner assemblies, and hydraulic hoses, subject to the respective original equipment manufacturer's terms*

Price and Payment

6. Payment Terms

The Contract Price shall be paid as follows:

a) On Shipment: 80% of the Contract Price shall be paid on shipment of the Goods, following submission of the shipping documents specified in clause 18.

b) On Acceptance: 20% of the Contract Price shall be paid following receipt of the Goods and completion of the Related Services, following submission of an acceptance certificate signed by GOM.

Invoices and supporting documents shall be submitted to the following address:

Permanent Secretary,
Ministry of BUILTE,
P.O. Box 344,
Brades,
Montserrat,
MSR 1110
mcw@gov.ms

Payments will be made no later than **14 days** after submission of a correct invoice and supporting documents.

The interest rate for delayed payments is: 2 %.

7. Advance Payment

No advance payment will be made.

8. Liquidated Damages

Liquidated damages shall be calculated at **0.5% of the Contract Price per week** for each week or part thereof that delivery is delayed beyond the agreed delivery date, up to a maximum of **10% of the Contract Price**.

Section 7 Contract Forms

These forms will form part of any contract awarded.

Contract Agreement

BUILTE/INFRA/2026-27-15

This Contract Agreement is made on the …… day of ……, 2026 between the Government of Montserrat, represented by Ministry of Buildings, Utilities, Infrastructure, Labour and Ecclesiastical Affairs of Brades, Montserrat (hereinafter referred to as "GOM") and …… of …….. (hereinafter referred to as "the Supplier"), each a party and together the parties.

WHEREAS GOM has a need for the Supply and delivery of a new 2-ton (4,000 lbs) Asphalt Hot Box Trailer and Related Services.

NOW, THEREFORE the parties agree as follows:

1. The Supplier agrees to supply the Goods …… and to remedy any defects therein in accordance with the provisions of the Contract.
2. GOM agrees to pay the Supplier the Contract Price of …….. or such other sum as may become payable under the provisions of the Contract, at the times and in the manner specified in the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:
    - Contract Agreement
    - Notice of Acceptance
    - Tender Submission Form
    - Special Conditions of Contract
    - General Conditions of Contract
    - Schedule of Requirements
    - Price Schedule(s)

IN WITNESS WHEREOF, the parties have executed this Contract on the date indicated above.

For GOM:	**For the Supplier:**
Signature:	Signature:
Name:	Name:
Position:	Position:

Section 8 Tender Forms

Tenderers must use these forms to prepare their tenders, in accordance with clause 10 of the Instructions to Tenderers.

The forms contain guidance notes on completion in *[black italics]*. All guidance notes should be deleted before submission of the tender.

Form 8.1: Tender Submission Form

Company Name: _____

Address: _____

Email: _____

Chairperson
Departmental Procurement Committee
Ministry of Buildings, Utilities, Infrastructure, Labour
Transportation and Ecclesiastical Affairs
P.O. Box 344
Brades
Montserrat

Tender for the Procurement to Supply and Deliver One (1) 2-Ton Asphalt Hot Box Trailer

Dear Sir/Madam

We, the undersigned, offer to supply *and deliver one (1) 2-Ton Asphalt Box Trailer to the Ministry of Building, Utilities, Infrastructure, Labour and* Ecclesiastical Affairs in accordance with your tender document referenced BUILTE/INFRA/2026-27-15.

We declare that:

- we accept the terms and conditions of the above referenced tender document;
- we accept and comply with the Government of Montserrat's Code of Conduct for Suppliers and Labour Compliance Declaration;
- we confirm that we are not subject to any applicable sanctions, are not owned or controlled by a sanctioned person or entity and will not violate any applicable sanctions when performing the contract;
- we confirm that we have no conflict of interest in relation to this tendering process; *[edit where required and disclose any actual or potential conflict of interest]*
- we, including any joint venture partners and subcontractors, meet the eligibility criteria listed in Section 3 of the tender document;
- we are not participating in more than one tender in this tendering process; *[edit and add details where an alternative tender is being submitted]*

- we have no subcontractors *[or]* we will use the following subcontractors; *[delete whichever statement is not applicable and add details of subcontractors and the goods or related services they will supply where relevant].*

The total price of our tender is EC$_____

_____

_____

The delivery period for the goods is _____**days or weeks** from contract award. *[Edit and attach a detailed delivery schedule where delivery periods vary for different items or lots]*

Our tender is valid for 90 days from the date of the tender deadline.

We understand that you are not bound to accept any tender you receive.

We understand that this tender, together with your written acceptance of it, will constitute a binding contract between us, until a formal contract is prepared and signed.

Signature	
Name of authorised signatory	
Position of authorised signatory	
Name of tenderer	
Date signed	

GOVERNMENT PROCUREMENT SERVICES MONTSERRAT

Form 8.2: Tender Checklist

[This form provides a checklist for preparation of your tender. Complete it and include it as part of your tender. Please include the forms in the order listed below to facilitate evaluation.

Failure to submit a correctly completed and signed Tender Submission Form, Technical Specifications and Price Schedule(s) may result in the rejection of your tender. Other missing tender documents or information may be obtained through a clarification request, subject to the discretion of the Evaluation Panel.]

Name of tenderer	
Procurement reference number	BUILTE/INFRA/2026-27-15

No.	Required Documents or Submission Form	Included? (Tick)
1	• Tender Submission Form (Form 8.1)	☐
2	• Tender Checklist (this form) (Form 8.2)	☐
3	• Tenderer Information Form(s) and any supporting documents (Form 8.3)	☐
4	• Supplier Code of Conduct (unless registered) (Form 8.4)	☐
5	• Labour Compliance Declaration (unless registered) (Form8.5))	☐
6	• Joint Venture Information Form and any supporting documents (where applicable) (Form 8.6)	☐
7	• Price Schedule (Form 8.7)	☐
8	• Tender Securing Declaration *(Form 8.8)*	☐
9	• Technical Specifications	☐
10	• Technical Support – After Sales Services	☐
11	• Warranty Information	☐
12	• Any other documents listed in clause 5 of the Tender Data Sheet	☐
13	Has an authorised person signed the tender?	☐
14	Have you included the authorisation to sign (if required by clause 18 of the Tender Data Sheet)?	☐
15	Have you included a tender security or tender securing declaration (if required by clause 17 of the Tender Data Sheet)?	☐

Form 8.3: Tenderer Information Form

[Complete this form and include it as part of your tender.

Tenderers who are included on the Government Procurement Services register of suppliers should indicate their tenderer registration number and do not need to complete the rest of the form or provide the attachments listed.

Where the tenderer is a joint venture, this form must be completed for each partner to the joint venture and the Joint Venture Information Form must also be included as part of your tender.]

For all tenderers	
Name of tenderer (or partner in joint venture)	
Are you registered with Government Procurement Services (GPS)? If yes, GPS registration number	Yes ☐ No ☐
Attach a valid Tax Compliance Certificate or equivalent	Attached ☐
For non-registered tenderers only	
Tenderer's legally registered address	
Website address	
Name and position of authorised representative	
Telephone number and email of authorised representative	

Legal status of tenderer (e.g. sole proprietorship, partnership, limited liability company etc)	
Year of establishment	
Company registration number (where relevant)	
For tenderers not based in Montserrat, give details of any representative in Monserrat or the region	
Attach the following documents	
• Certificate of Incorporation or equivalent	Attached ☐
• Supplier Code of Conduct	Attached ☐
• Labour Compliance Declaration	Attached ☐

Form 8.4: Supplier Code of Conduct

Company Name: _____

Address: _____

Email: _____

[Tenderers who are included on the Government Procurement Services register of suppliers do not need to complete this form.]

We understand that the Government of Montserrat (GOM) expects the highest standards of integrity and professionalism from suppliers, contractors, consultants, service providers, public officers and any subcontractors, agents, intermediaries or personnel involved in public procurement or the execution of government contracts.

We hereby declare that we, including any subcontractors, agents or staff, shall:

- not engage in, attempt, or abet any prohibited practices, as defined in the Public Procurement Act 2025 (including offences under Part 6 of the Penal Code (Cap. 4.02), including fraudulent, collusive, coercive or obstructive practices, whether directly or indirectly, including through third parties;
- not offer, promise, give, request, agree to receive or accept any bribe, kickback, facilitation payment, improper gift, hospitality, donation or other advantage intended to influence (or that could reasonably be perceived as influencing) any procurement decision, evaluation outcome, contract award, payment, inspection, certification or contract administration action;
- respect and abide by all laws and regulations in force in Montserrat;
- meet all applicable tax and statutory obligations and provide valid evidence where required;
- where we employ labour in connection with a contract, comply with Montserrat labour laws, including requirements relating to: prohibition of forced labour; protection of children and young persons; non-discrimination; and occupational health and safety;
- take reasonable steps to prevent harassment, bullying and unsafe working conditions for personnel engaged on the contract;
- act at all times with due care, efficiency and diligence and the highest standards of integrity and professional practice;
- disclose any actual, potential or perceived conflict of interest that arises in relation to any procurement process or contract and, where a conflict exists, comply with GOM directions to avoid, mitigate or manage it, including withdrawal where required;

- act with transparency and truthfulness when submitting and/or completing all statements, declarations, invoices, claims, certifications, and supporting documentation; and not misrepresent or conceal information;
- compete fairly and independently;
- not coordinate tenders, prices, tender rotation, market allocation or any other collusive arrangement with any competitor or other party, nor otherwise deprive GOM of the benefits of free and open competition;
- not attempt to obtain confidential information from GOM or to influence a procurement process;
- treat any communication with GOM in respect of a procurement process or execution of a contract as confidential;
- keep confidential all documents, data or other information provided by GOM in connection with a procurement process or contract, unless their disclosure is required by law; and
- cooperate fully with any lawful request for information, inspection, audit, review or investigation by GOM, its authorised representatives or competent authorities;
- not obstruct, delay, intimidate, retaliate against or otherwise interfere with any investigation, audit or the exercise of lawful access, inspection, or audit rights.

We understand that not following this Code of Conduct for Suppliers could lead to serious consequences. These may include legal actions and/or being barred from participating in future procurement processes.

Where we become aware of any suspected prohibited practice, conflict of interest, fraud, corruption, collusion, coercion, obstruction or other serious misconduct related to a procurement process or contract, we shall report it promptly to GOM through the channels stated in the tender documents or contract. We shall not retaliate against any person who, in good faith, reports a concern or participates in an investigation.

We confirm that we have read and understood this Code of Conduct for Suppliers and will fully comply with the code at all times.

Signature	
Name of authorised signatory	
Position of authorised signatory	
Name of tenderer	
Date signed	

Form 8.5: Labour Compliance Declaration for Suppliers

Company Name: _____

Address: _____

Email: _____

Tenderers who are included on the Government Procurement Services register of suppliers do not need to complete this form.]

We understand that the Government of Montserrat (GOM) promotes the principles and standards enshrined in the decent work agenda of the International Labour Organisation, including basic minimum conditions of work and respect for the fundamental principles of human rights and social justice.

We further understand that GOM implements and enforces legislation in keeping with international labour standards and best practices for the benefit of the community, employers and workers, while promoting a safe, healthy and harmonious environment.

We hereby declare that we, including any subcontractors, agents or staff, shall comply with the Montserrat Labour Code, 2012, Immigration Act and subsidiary regulations. This includes, but shall not be limited to:

- ensuring equality of treatment in employment;
- providing safe working conditions and all necessary protective equipment and training;
- ensuring compliance with applicable requirements relating to minimum wage, working hours and leave entitlements;
- ensuring compliance with all applicable immigration requirements, such as visas and work permits, for expatriate staff;
- ensuring compliance with all applicable requirements relating to tax and social security contributions;
- ensuring that no person is required to perform forced labour;
- ensuring the protection of children and young persons;
- cooperating fully with the Labour Commissioner with regard to any investigation or procedure for the settlement of disputes.

We understand that breach of any requirements of the Montserrat Labour Code, 2012 and subsidiary regulations may result in prosecution and penalties.

Signature	
Name of authorised signatory	
Position of authorised signatory	

Name of supplier	
Date signed	

GOVERNMENT PROCUREMENT SERVICES MONTSERRAT

Form 8.6: Joint Venture Information Form

*[Complete this form and include it as part of your tender, **only if the tenderer is a joint venture**.]*

Name of tenderer/joint venture	
List all partners to the joint venture	
Has the joint venture already been legally established? If yes, date of establishment	Yes ☐ No ☐
Name of representative authorised to legally bind the joint venture during the tendering process and contract implementation	
Address of authorised representative	
Telephone number and email of authorised representative	
Attach the following documents	
• Joint venture agreement *or* • Authorised letters of intent to form joint venture from all proposed partners	Attached ☐
• Profile of joint venture explaining the roles of each partner	Attached ☐

Form 8.7: Price Schedule

[Complete this form and include it as part of your tender. Ensure that it is signed by an authorised person. The list of goods and related services should be the same as listed in Section 4 Schedule of Requirements. Unit and total prices for goods must include delivery costs, as per the delivery terms in Section 4 Schedule of Requirements.

Where the tender is divided into lots, submit a separate Price Schedule for each lot for which you are tendering].

Name of tenderer	
Procurement reference number	BUILTE/INFRA/2026-27-15
Currency of tender	

Item No	Description	Unit	Quantity	Unit Price	Total Price
1	Supply and delivery of a new 2-ton (4,000 lbs) Asphalt Hot Box Trailer for Public Works Department/ MBUILTE at Public Works Department Workshop. The Asphalt Hot Box Trailer shall meet the specifications which are supplied within the Tender document.	*Each*	1		
	Total Delivered Price of Goods and Related Services (as per delivery terms in Section 4)				

Additional Costs	
Are the goods already imported into Montserrat?	Yes ☐ No ☐ Specify if only part of the goods have been imported.
If yes, state additional costs for delivery on DDP terms, in accordance with instructions in the delivery requirements in Section 4 Schedule of Requirements	
Signature	
Name of authorised signatory	
Position of authorised signatory	
Name of tenderer	
Date signed	

Form 8.8: Tender Securing Declaration

Company Name: _____

Address: _____

Email: _____

Date:
Procurement Reference Number: BUILTE/INFRA/2026/27-15

Departmental Procurement Committee
Ministry of Buildings, Utilities, Infrastructure, Labour
Transportation and Ecclesiastical Affairs
P.O. Box 344
Brades
Montserrat

Dear Sir/Madam

We understand that tenders must be supported by a tender securing declaration, which is a binding commitment to maintain our original tender, including prices, during the tender validity period and, if our tender is successful, to enter into a contract with the Government of Montserrat (GOM) on the terms of our tender.

We accept that if we:

- withdraw our tender during the tender validity period specified in the Tender Submission Form; or
- refuse to sign or perform the Contract, having been notified of the acceptance of our tender by GOM during the tender validity period;

this may be considered as the submission of false or misleading information and constitute grounds for initiating debarment procedures in accordance with Regulation 51(b).

We understand this tender securing declaration shall expire if we are not the successful tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful tenderer; or (ii) after the expiry of the validity of our tender.

Signature	
Name of authorised signatory	
Position of authorised signatory	
Name of tenderer	
Date signed	