GOVERNMENT OF MONTSERRAT

Invitation to Tender (ITT)



Conducting Flow Tests at Geothermal Wells MON1 & 2 and Providing Support for Geochemical Testing

Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation & Ecclesiastic Affairs (M-BUILTE)
Brades
Montserrat MSR 1110
Tel: 1-664-491-2521

July 2025

TABLE OF CONTENTS

1. INTRODUCTION 3
2. THE INVITATION TO TENDER 4
3. INSTRUCTION TO BIDDERS 6
4. GUIDANCE NOTES 12
5. ADDITIONAL INFORMATION 14
6. DESCRIPTION OF WORK 17
7. EVALUATION CRITERIA 20
8. FORM OF TENDER 24
9. RESPONDENT'S IDENTIFICATION DETAILS 25
10. GOM TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE 26
11. ITT TENDER CHECKLIST 27
12. FORM OF CONTRACT AGREEMENT 28

1. INTRODUCTION

Purpose of this Document

This Invitation to Tender (ITT) is supplied by the Government of Montserrat (GOM) to assist potential bidders (individual/team/organization) in the preparation and submission of Tenders, in connection with the Flowing of Geothermal Wells MON 1&2 and Providing Support for Geochemical Testing.

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

- Tenderers are to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- This document sets out the overall timetable and process for the procurement to Tenderers.
- Tenderers are provided with sufficient information to enable them to submit a compliant Tender.
- The Award Criteria and the tender evaluation process that will be used to evaluate the Tenders are contained within.
- The administrative arrangements for the receipt of Tenders are explained.

This ITT outlines the programmatic, budgetary, functional and aesthetic requirements, which will be used in order to select the entity for this project. The entity will be selected through the Open competitive procurement process.

Included are the tender documents, consisting of:

1) Introduction
2) Invitation to Tender
3) Instructions to Bidders
4) Guidance Notes
5) Additional Information
6) Description of Works
7) Evaluation Criteria
8) Form of Tender
9) Respondent Identification Details
10) Anti-Collusion Certificate
11) Tender Checklist
12) Form of Contract Agreement

2. THE INVITATION TO TENDER

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

Project Details	**Deliverables**
Conducting Flow Tests at Geothermal Wells MON1 & 2 and Providing Support for Geochemical Testing	Date Published on Government of Montserrat Website https://tenders.gov.ms/ and myTenders portal at https://www.mytenders.co.uk/ Thursday, 10th July 2025
Access to the ITT Suite of Documents	ITT can be downloaded from the Government of Montserrat website at https://tenders.gov.ms/ Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at https://www.mytenders.co.uk/ If you are intending to make an electronic submission to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents
Clarification deadline and contact details	Wednesday, 30th July 2025 at 4:00pm (Eastern Caribbean Time) (GMT-4) Email; procurement@gov.ms
ITT submission deadline	Wednesday, 13th August 2025 no later than 12:00 midday, (Eastern Caribbean time), (GMT-4)
Tender Submission address	The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat, MSR1110
Contract Commencement – this is an indicative date and may be subject to change	September 2025

PROCUREMENT PROCESS

Potential Bidders who are interested in this opportunity are asked to submit their tender in line with the instructions and guidance contained within this ITT.

Process after Submission of Tenders

- ✓ Public Opening by Public Procurement Board – This is usually on the same day as the submission deadline at 2.00pm in the Human Resources Management Training Room, Upstairs HR Building, (provided that we have a quorum).

- ✓ Once the bids have been opened and information on the name of the supplier and the price of the bid is announced and recorded. The public element of the meeting is declared over.

- ✓ The bids are locked away securely.

- ✓ The bids are then passed onto the nominated evaluated team, approved by PPB.

- ✓ The evaluation can take from 2-6 weeks depending upon the number of bids received

- ✓ The evaluation team will compile a Tender evaluation report which will be presented to PPB for their consideration and decision.

- ✓ PPB will consider the report and recommendations and will make the final decision.

- ✓ The Procurement department will then send out outcome letters to all bidders via email or hard copy letter if no email address is available.

- ✓ The successful bidder will be advised to contact the Permanent Secretary to arrange a meeting to sign the contract.

- ✓ No services/work must commence until the contract has been signed.

- ✓ There will be on going performance management for each contract that will feed into project completion and closure report. The performance for each contract may be used in assessing future bid submissions.

Evaluation Process

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

Stage 1

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

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

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

Stage 2

The submissions who meet all the requirements assessed under Section 7 will now have their price submission evaluated.
If the GoM needs to clarify any points, questions will be submitted in writing to the Potential Bidder via email, who will also be required to respond in writing.

Stage 3

Following the outcome of Stage 2, Clarification, the GoM will re-moderate the quality scores if applicable and recommend to PPB that an award be made to the organization that has achieved the maximum score.

3. INSTRUCTION TO BIDDERS

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

Authorities

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

Disclaimer

The information contained in this document is believed to be correct at the time of issue but neither GOM nor their advisors will accept any liability for its accuracy, adequacy or completeness and no

warranty is given as such. GOM reserves the right to amend or vary any area of this document during the course of the procurement.

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

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

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

- The GoM is not making an offer to enter into a contractual relationship by issuing tender documents.

- The GoM is under no express or implied obligation to invite or evaluate tenders from any or all of the companies who respond to this contract notice with a tender submission.

- The issue of the tender documents does not imply any representation by the GoM as to the candidate's financial stability, technical competence or ability in any way to carry out the Services/Works. We reserve the right to return to these matters as part of the evaluation process.

- The laws of Montserrat shall apply for the purposes of all proceedings relating to this procurement process and any contract awarded pursuant thereto.

Potential Bidders are requested to note that wherever in the ITT there is a reference to the proprietary name of a service or qualification, or to a specific standard, alternative services or qualifications or standards will be acceptable provided the Potential Bidders can demonstrate that the service, qualification or standard is at least equivalent in quality and specification to the named service, qualification or standard and that the alternative meets all of the GoM's requirements to the Authorities satisfaction.

Confidentiality

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

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

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

Communication and clarification

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

Name	Alfredo Landaeta
Title	Head of Procurement
Email	procurement@gov.ms

Depending on the requirements of Bidders, GOM is willing to reconsider the stated deadlines to allow a further round of requests for clarification if required. During the procurement process it is up to bidders to check the GoM website (https://tenders.gov.ms/) for updates. In completing Tender submissions and/or requesting clarification, Bidders must refer back to the numbering format/section as set in the ITT.

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

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

Participation

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

Conflict of interest

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

i. any employee of the Government of Montserrat;
ii. any member of the Government of Montserrat;
iii. any family member of any such employee; or

iv. any business entity controlled by or otherwise not at arm's length to any one or more of any such employee, or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this ITT.
Disclosure of any such actual or potential conflict of interest shall be made in writing with the Tenderer's response.

Contract Term

The duration of the contract is dependent on the proposal accepted.

Contract Award

GOM will award a contract on the basis of the award criteria detailed within Section 7 below (Evaluation of Bids) of this document.

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

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

Ownership of Material

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

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

Limitation of Liability

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

Contract Requirements

The Technical Specification details the required Service Level Agreements, Key Performance Indicators and overall GoM requirement. The Potential Bidder shall be required to confirm their ability to meet the Technical Specification through the submission of relevant details in fulfilment of the evaluation criteria on (**Section 7).**

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

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

Tax Obligations

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

All Services undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a **20% Withholding Tax deduction from the gross amount**. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms.

Submission Instructions

Bidders should read these instructions carefully before completing and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.
The priced information submitted in the Form of Tender must include, (but should not be limited to cover) all the cost essential to Supply and Install Hurricane Shutters.

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

SUBMITTING A TENDER (BID)

1. Electronic submissions can be submitted via the myTenders Portal at https://www.mytenders.co.uk/
   a. If you are intending to make an **electronic submission** to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.
   b. Bidders are asked to ensure that documents are uploaded under the appropriate heading, which you have registered for.

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

   ### Submitting a hard copy of your Tender

   You will need two (2) plain envelopes for the Tender submission.

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

Envelope 1.

Follow the steps written below:

a. Write the name of the Bidder (Bidder, Supplier) on this envelope.

b. Write the name of the project and the address on the envelope as written below:

Invitation to Tender for Renovation Works at Flowing of Wells Mon 1&2 and Providing Support for Geochemical Testing.
The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades
Montserrat, MSR1110

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

Envelope 2

Continue following the steps below:
Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address as follows:

Invitation to Tender for Flowing of Wells Mon 1&2 and Providing Support for Geochemical Testing.
The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades
Montserrat, MSR1110

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

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

Bids are to be delivered to the address above by **12:00 midday (Eastern Caribbean time), (GMT- 4) on Wednesday, 13th August 2025.**

Tenderers will be given a receipt.

To ensure a fair and transparent evaluation, it is imperative that all bids adhere strictly to the instructions provided in this tender document. Bidders are informed that any bids submitted in contravention of the aforementioned instructions will result in automatic disqualification. This includes bids received via email.

4. GUIDANCE NOTES

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

GOM reserves the right to amend or terminate the procurement procedure or change the timings outlined in this ITT.

The GoM reserves the right to issue additional documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

Potential Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

Under the Contract the GoM will require compliance with its policies. Potential Bidders are advised to satisfy themselves that they understand all the requirements of the service requirements and Contract before submitting their Tender. Where additions or amendments are made to the clauses included in the Supply of Services Agreement and are issued during the tendering process they shall supplement and/or supersede previous versions

Any changes to the procurement timetable shall be published as an Addendum on both websites; GoM and myTenders.

The Montserrat General Conditions of Contract will be adopted for this Contract as attached below. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.

The bidder will be deemed to have inspected the site and be familiar with the environment and working conditions on the site.

Bidders are to provide all documents or information requested as part of the Tender Evaluation.

Bidders will be expected to contact the utility companies to ensure that the proposed works do not disrupt any of the services. Bidders are responsible for repairing any damages incurred to any of the utilities during the completion of the works.

The **successful bidder** should submit details of their current insurance sufficient to satisfy the requirements for insurance given in the Conditions of the Contract and the Specification. The insurance shall jointly indemnify the Contractor.

Tenderers must complete, sign and return Tender Submission Check List, with all the required documents to constitute a compliant Bid. Failure to comply with this requirement will lead to bids being deemed non-compliant and failing to pass the administrative compliant stage. (Stage 1).

Tenderers are to provide all document or information requested as part of their tender submission. Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

Tenders must be returned in line with the instructions for submitting a Tender. Late submissions will not be considered.

All tenders will be arithmetically checked; any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.

Tenderers are not permitted to submit alternative tenders.

The Government of Montserrat is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.

Validity Period - The bids must remain valid for acceptance for a minimum of **one hundred and twenty (120) days** after the submission deadline, to allow time for evaluation, selection and any unforeseen delays. Should circumstances arise that require an extension to this period, we will seek to do this in writing.

Tenders must be completed in the English language or a full English translation provided at no cost to the GoM.

The submission will be checked for completeness and compliance before responses are evaluated.

Any signatures must be made by a person who is authorised to commit the Potential Bidder to the Contract.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the GoM and its advisers.

Where Potential Bidders believe that they are unable to submit a Tender through the electronic system or deliver a hard copy or require assistance or further information to be able to use the myTenders portal, they must contact the GoM via email no later than 4 calendar days before the Tender submission due date, to enable any technical queries to be investigated and resolved.

The GoM may wish to undertake a site audit on your premises, to clarify any aspect of your tender submission. Following the site visit, the GoM reserves the right to re-moderate the scores given to your submission.

Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Tenderer without the prior written consent of the Government of Montserrat. Such written consent however shall not under any circumstances relieve the Successful Tenderer of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Government of Montserrat.

Health and Sanitation

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

COVID 19 regulations/protocols must be adhered to.

The highest standards of sanitation must be maintained throughout the contract period.

Criminal Record Checks

The service provider shall provide documentary evidence that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of an offence or any other crime that indicates the person poses a threat to the physical safety to employees in the workplace.

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

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

5. ADDITIONAL INFORMATION

Environmental Issues

The GoM is committed to the protection of the environment and the promotion of sustainable environmental development. Potential Bidders should note the various obligations contained within the Contract, which will ensure that the successful Potential Bidder will provide the Contract in a non-detrimental manner to the environment.

Equalities & Diversity

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

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

Sub-Contracting and Consortia Arrangements

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

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

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

If the Potential Bidder bidding for a requirement is a consortium, the following information must be provided:
- full details of the consortium; and
- the information sought in respect of each of the consortium's constituent members as part of a single composite response.

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

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

Sustainability

The GoM has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services either directly or via a third party. Consequently, the GoM is looking for a commitment within Tenders to assist the GoM in the following duties: Health and Wellbeing; Our Local Economy; Smarter Travel Environmental Issues

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

Developing the Local Economy

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

Tenderer Performance

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

Payments and Deposits

Invoices will be paid within Fourteen (14) days from the approval date of the invoice.

Insurance and Workers Compensation

Mandatory Eligibility Requirements
As a mandatory eligibility requirement for response to this ITT: The Successful Tenderer shall carry at all times during the performance of the work Professional Indemnity Insurance not less than Two (2) times the bid submitted. (Where applicable).

Responsibilities of Successful Tenderer

The Successful Tenderer shall supply insurance coverage and pay all costs and expenses, including premiums relating to the insurance coverage requirements as set out herein, and shall supply the Government of Montserrat with a certificate of insurance for all policies on an annual basis. Such policies will include a statement that the coverage shall not be terminated without a prior 30-day written notice to the Government of Montserrat.

The Successful Tenderer or their insurer will notify the Government of Montserrat at least thirty (30) days prior to any change in insurer, any cancellation of the insurance policy, or any substantial change in the policy or coverage that would materially alter the coverage provided by the Successful Tenderer to the Government of Montserrat.

Indemnification

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

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

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

6. DESCRIPTION OF WORK

Background

Government of Montserrat (GoM) spends a considerable amount of its total annual recurrent budget on electricity. Montserrat's 2020 Energy Intensity measured at 4,650.5 BTU 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, efficiency and renewable energy penetration are the most effective means to reduce energy cost and are key to developing a sustainable energy future.

The island depends heavily on the importation of fossil fuels for electricity generation, no different from many small island states around the world. This dependency leaves Montserrat vulnerable to the volatility of the oil and gas market and the unpredictability that shipping sometimes presents. The island's power system is operated by Montserrat Utilities Limited (MUL), a private company owned by Government of Montserrat. The total existing installed capacity consists of 7.2 MW being diesel-based generation and 1MW of Solar PV with 1.088 MWh Battery Energy Storage System (BESS). Montserrat has some of the most expensive electricity rates in the Caribbean region. In 2020, the average cost was approximately US$0.45/ kWh, creating hardship for the citizenry and stifling local businesses as they must cope with the high and volatile cost of electricity in day-to-day life.

In an attempt to improve the overall energy landscape, aspects such as energy efficiency, energy security, access to cleaner more affordable energy, and the diversification of the island's energy mix towards more renewable sources become extremely important. With this in mind, the Government of Montserrat continues pursuing the development of its indigenous sources of energy. These sources can provide the island with an ideal solution to issues within the energy field by substituting base-load diesel generation with geothermal production, and peak-load diesel generation with Solar PV and Wind. The resulting lower and more predictable costs, compared to international oil prices will serve as a natural hedge against the volatility of an imported commodity such as diesel.

The government has already ventured into geothermal development with donor funding from UK-DFID, which resulted in the successful drilling and testing of two (2) production wells **Mon 1** and **Mon 2** within the Cork Hill area. Drilling activities on these wells were concluded in 2013. Both wells are estimated to be able to produce approximately 1.5-2 MW of electricity, depending on plant technology. A third well **Mon 3** was dug in 2016 but encountered some technical challenging during the drilling phase and would require some remedial work.

Each well has been capped with a 12" 900 RTJ Gate Valve since the conclusion of the drilling activities. Maintenance on each wellhead has been limited to activities geared at retarding the level of weathering of the wellheads. Mon-1 and Mon-2 have not undergone long-term flowing since 2013/14, but were flowed in 2023 for a short period.

Objectives

The primary objective of this assignment is to flow Mon 1 and Mon 2 for an extended period of time (about 2 weeks each) while collecting relevant output data (flow rate, pressure, temperature, etc.) and geochemical samples that can give an updated view of the status of the geothermal resource. To achieve this main objective, the following are outputs of this service:

- Develop a detailed Well Test Plan to enable the effective and safe testing under the administration of the Ministry of Buildings, Utilities, Infrastructure, Labour, Transportation & Ecclesiastic Affairs (M-BUILTE).
- Determine tool and equipment requirement based on currently available items within M-BUILTE
- Provide personnel to assist with geochemical sampling at both wells.
- Prepare a Flow Test Report

Scope of Works

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

- Develop a Well Flow test plan.
- Conduct flow tests on Geothermal Wells Mon 1&2 for a period of no less than 2 weeks (14 Days) each.
- A Crane and Compressor will be provided for the insertion of pipes and also to airlift the Geothermal Wells.
- Mobilize equipment necessary to flow wells between the sites as required.
- Provide personnel to assist with geochemical sampling
- Record output data, such as flow rates, pressures, temperatures, etc.
- Conduct any other activities that are deemed necessary to safeguard the integrity of the wellhead
- Provide Report indicating work done and flow rate data as well as recommendations of next steps to maintain well integrity.

Deliverables

- An outline of Delivery Plan/Project Schedule detailing:
  - the methodology and breakdown of deliverables,
  - list of resources to be utilized and
  - timeline of activities for completing the reviewed components, submitted to the Permanent Secretary, M-BUILT within seven (7) calendar days of the project start date.
- Carry out necessary activities that will result in the flow of geothermal fluid to the surface via the wellheads for two (2) geothermal wells
- Provide a Flow Test report detailing activities and results of flowing activities.

Deliverables	Content	Time of Submission
Delivery Plan	An outline of Delivery Plan/Project Schedule detailing the methodology; breakdown of deliverables, list of resources to be utilized and timeline of activities for completing review components submitted to the Permanent Secretary, M-BUILT	Within seven (7) days of commencement of contract
Flowing of Geothermal Wells	Carry out necessary activities that will result in the flowing of geothermal fluid to the surface via wellheads, for two (2) geothermal wells, namely MON 1 and MON 2 for two (2) weeks each. Provide assistance in fluid sample collection for geochemical testing.	Commence 22nd September, 2025
Flow Test Report	A full and comprehensive report primarily focused on the activities conducted and the outcomes of the flow testing.	Within fourteen (14) days of the completion of demobilization.

Language

All reports and other documents prepared under the assignment should be in English.

Location, Input(s) and Counterpart Personnel

The successful Bidder/Consultant will need to be physically present in Montserrat to carry out the project.

Qualifications & Experience

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

Site Visit

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

To provide a greater understanding of the current condition of the wells, videos and pictures of each well can be accessed via the link below:
https://drive.google.com/drive/folders/1SZsuk2ttnlTjCzYnLIktPHeeCW16FJ9T?usp=sharing

7. EVALUATION CRITERIA

Evaluation Criteria

The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that bids would be deemed Non-compliant. Subsequent to passing the Administrative Compliance, **bids will be evaluated over a total of 100 marks and bidders must achieve a minimum score of 65% of the total quality score to be considered for award of contract.**

EVALUATION CRITERIA	WEIGHTED SCORE %
Administrative Compliance	PASS/FAIL
Training Manual	PASS/FAIL
The technical and cost criteria will be evaluated over a total of 100 marks. Bidders are required to achieve at least 65% of the minimum technical score to qualify to be considered for contract award.	
Qualifications & Experience	40%
Technical Questionnaire	30%
Cost Proposal (with proposed payment schedule)	30%
TOTAL	**100%**

Tenders that fail to meet the above qualifying score will be rejected and not considered for award of contract.

7.1 Administrative Compliance (PASS/FAIL)

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

- Completed & Signed **Form of Tender** including the commencement time
- Completed & Signed Respondents Identification Details
- Completed & Signed Anti-Collusion Certificate

- A valid Tax Compliance Certificate (if locally based)
- Details of previous experience must be submitted in accordance with the criteria below.
- Completed Technical Questionnaire
- Details of Qualifications and Experience to include previous experience (including the completed **Table 1 in section 7.3**)
- Curriculum Vitae of key Consultants/Team, proof of academic qualifications and professional experience
- Two (2) professional reference letters

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

7.2 Training Manual (PASS/FAIL)

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

7.3 Qualifications and Experience (40%)

Tenderers are required to submit Curriculum Vitae (CVs) of any key consultants/staff as well as proof of their academic qualifications and professional experience with other relevant documents such as certificate of academic qualifications and two (2) professional reference letters:

i. **Details of the Qualifications** of all project staff and subcontractors who will be assigned to this project. The ideal contracting firm should possess qualified, professional personnel with suitable qualifications for flow testing of geothermal wellheads. **[10%]**

ii. **Experience of key consultants/Staff** - At least ten (I0) years' experience in a related discipline with at least the last five (5) being at a management level.

Experience working with a Regional or International organization would be an asset to include expertise in flow tests of geothermal wellheads with knowledge of assessment, skills gap analysis and risk management. Experience undertaking a similar exercise for public sector organizations, preferably in the Caribbean or other British Overseas Territories, would be beneficial. – **[10%]**

iii. **Technical and Methodology analysis**. Consultants are required to provide a detail methodology of how the proposed scope of work will be achieved. **– [10%]**

iv. **Similar Assignments** - Details of at least two (2) previous contracts completed within the past ten (10) years of a similar nature to the scope of works of this tender. These details should include but are not limited to the following; the total value of the contracts, the scope of the services, the entity or person for which the service was completed, contact information for the entity or person. **– [10%]**

Table 1

No.	Project Description	Client (name and contact details)	Project Value (XCD$)	Project Duration (MM/YR)	
				Start	End
1					
2					

7.4 Technical Questionnaire

Weighted quality scores will be calculated by multiplying the score for each quality question by its individual weighting. The weighted scores will be totalled for each bid.

Question 1: (20%) Please describe your knowledge and experience in relation to flow tests of geothermal wellheads and explain how this knowledge and experience will support the delivery of this scope within this project. **(This section should not exceed 1000 words)**
Bidders response:
Question 2: (20%) This consultancy requires a high-level of organisational, analytical, technical and co-ordination skills. Please describe your experience of delivering projects that demonstrate you possess the aforementioned skills and the ability to ensure success. **(This section should not exceed 1000 words)**
Bidders response:
Question 3: (20%) Please describe in detail your intended methodology (to include a Communication and Implementation Plan) for executing the Scope of Service outlined in this ITT. **(This section should not exceed 1000 words)**
Bidders response:

Question 4: (10%) Please outline your approach to ensuring that the key outputs and deliverables are met within the required timescales. **(This section should not exceed 1000 words)**
Bidders Response:
Question 5: (30%) How will you consult with the various stakeholders to achieve this assignment?
Bidders Response:

7.5 Financial Compliance (30%)

Bidders must complete the Form of Tender along with the other required documents and return them with their tender submission. The tender price is a significant factor and the Government of Montserrat will seek to ensure that the works are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. Government of Montserrat is not bound to accept the lowest or any tender. However, there are other factors as listed in the criterion description for evaluation and these will be considered proportionately.

The Government of Montserrat will investigate tenders which it regards as abnormally low. Following investigation, if the tender is determined to be abnormally low it will be rejected. The investigation may consider the bid value in relation to internal estimates. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenderers using the formula below. This criterion will be assessed by a 30% weighting.

For example, if the price element is worth 30%:

$$\frac{\text{Lowest Price (A)}}{\text{Higher Price (B)}} \times 30\%$$

$$A = \frac{10000}{}$$
$$B = \frac{14000}{} \times 30\% \quad = \text{B's score is } 21\%$$

8. FORM OF TENDER

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

Dear Sir/Madam;

Re: "Tender for Conducting Flow Tests at Geothermal Wells MON1 & 2 and Providing Support for Geochemical Testing"

I/We the undersigned undertake to construct and complete the above Works in accordance with the General Conditions of Contract, Specifications for the sum of:

EC$ ……

(words)……..……

……..

If my/our tender is accepted, I/We undertake to commence the Works within **…… day/s** of receiving the official award letter and complete the works within **…..…. days** from the date of receipt by me/us of the official order.

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

I/We confirm this tender shall remain valid for a period of **120 days** from the date of submission of this Tender.

Name……

Signed……...

Name of firm (If Registered) ...……

Address……

……..

Tel. nr……...

Fax nr……...

Date……...

Email……...

9. RESPONDENT'S IDENTIFICATION DETAILS

A	PERSONAL INFORMATION

BUSINESS NAME:…… ……REGISTRATION NUMBER:……..

BUSINESS ADDRESS:……

……

CONTACT PERSON:……POSITION:……..

TELEPHONE NUMBER(S):……WEBSITE:……

EMAIL ADDRESS: ……

B	QUESTIONNARE		
1	Your entity operates as which one of the following?	✓	**Tick the applicable response**
			Sole Proprietorship
			Partnership
			Limited Liability
			Others
2	How many years has your entity been in operation?		(0–1)
			(1-3)
			(3-5)
			(5-10)
			(10 & Over
3	Number of Employees within your entity?		(1-5)
			(6-10)
			(11-15)
			(16 & Over)
4	How many similar contracts has your entity successfully completed in the last 2 years?		(1-3)
			(4-6)
			(7-9)
			(10 & Over)
5	What is the highest sum of any of the contracts completed in the last 2 years?		(50-100)K
			(101-200)K
			(201-400)K
			Over 400K
6	Has your entity failed to complete a contract for a public or private entity?		YES
			NO

C	SIGNATURE

I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand that any false statement may result in a denial of a contract and possible debarment from future prospects.

……
(Signature of Business Representative)

…… Business Name/Stamp
Date

10. GOVERNMENT OF MONTSERRAT

TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE

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

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

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

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

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

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

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

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

SIGNATURE…… IN CAPACITY OF ……..

DATE……2025

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

NAME OF FIRM……

FULL POSTAL ADDRESS……

TELEPHONE NO…… … FAX NO ……

11. ITT TENDER CHECKLIST

Project Title: **Tender Conducting Flow Tests at Geothermal Wells MON1 & 2 and Providing Support for Geochemical Testing**

Date advertised: Thursday, 10th July 2025

Clarification Deadline: Wednesday, 30th July 2025

Tender Deadline Date: Wednesday, 13th August 2025

Tender Deadline Time: 12:00 midday Eastern Caribbean time, (GMT-4)

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

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

Completed & Signed Form of Tender (**Including time for completion and notice period**) ☐

Completed & Signed Respondents Identification Details ☐

Completed & Signed Anti-Collusion Statement ☐

A valid Tax Compliance Certificate (if locally based) ☐

Details of similar contracts – table to be completed ☐

Completed Technical Questionnaire ☐

Curriculum Vitae of key Consultants/Team, proof of academic qualifications and professional experience ☐

Two (2) professional reference letters ☐

....

Signed on behalf of Contractor Date

12. FORM OF CONTRACT AGREEMENT

AGREEMENT

Between

GOVERNMENT OF MONTSERRAT

And

. . . . . .

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 **Permanent Secretary, Ministry of Buildings, Utilities, Infrastructure, Labour and Transport** (hereinafter referred to as "**GOM"**) of the one part and …….. whose address is …… acting herein and represented by …….. (hereinafter referred to as "**the Supplier"**) of the other part.

WHEREAS the Government of Montserrat is desirous of carrying out the following services **Conducting Flow Tests at Geothermal Wells MON1 & 2 and Providing Support for Geochemical Testing** and WHEREAS the Supplier offered to perform this task as a contract price of …… **(**……..**),** as full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the fees as outlined within fourteen (14) days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier.

1. INTERPRETATION

1.1. In these conditions the following terms shall have the following meanings: -

The Contract means the agreement concluded between the **GOM** and the Supplier, ……., including all specifications which are described and attached hereto to include the tender instructions, scope of works and other documents which may be incorporated or referred to herein;

The Contracting Authority means the Government of Montserrat **GOM**.

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

The Services means all work which the Supplier is required to undertake in the performance of this contract to ……

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

2. CONTRACT DOCUMENTS

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

(a) The Agreement (This document)
(b) Schedule 1 – Service Deliverables and Timetables.

(c) Appendices:

Appendix 1: Form of Tender
Appendix 2: Bid documents

3. DELIVERABLES

3.1 The Supplier agrees to perform the Services in …… **Days** in accordance with **Schedule 1** of this Agreement.

4. VARIATIONS OF CONDITIONS

The Service of **Invitation to Tender for Conducting Flow Tests at Geothermal Wells MON1 & 2 and Providing Support for Geochemical Testing** outlined in the Scope of Service (Terms of Reference) shall be carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this Agreement.

5. NON-DELIVERY

Without prejudice to any other right or remedy, should the Supplier not deliver the Services or any portion thereof within the time or times specified in the Contract, except in cases of force majeure and subject always to the receipt of written notice within five (5) days of the force majeure event relied on or if the Services are delayed due to events outside of the Supplier's control, in which case the Supplier shall be entitled to a fair and reasonable time for such delay, then:

5.1 The **GOM** shall be at liberty to determine the Contract and to procure services of the same or similar description from another Supplier to make good such default; and,
5.2 The **GOM** shall recover from the Supplier any sum or sums paid to the Supplier in respect of the services. Also, the **GOM** shall be able to recover from the supplier any increased costs resulting from obtaining supplies from an alternative supplier.

6. PAYMENT

6.1 As full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the Supplier a Sum …….. **(**……**)** inclusive of any relevant taxes and fees as outlined; within thirty (30) days of receipt of an invoice. This sum is payable against original invoices delivered to the **GOM** by the Supplier, provided that **GOM** shall give notice in writing of its intention not to pay such fee and provide the relevant reason where:

a. The Supplier has failed to carry out Services, or has inadequately carried out Services required by this Contract to be carried out and has not remedied such failure or deficiency within a reasonable time;
b. The Supplier, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
c. There is a breach of any other provision of this Contract; and upon giving such notice the **GOM** may withhold payment accordingly.

6.2 **GOM**, whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract as a debt, providing that such sum is agreed by the parties as recoverable by GOM or has been fully ascertained and substantiated.

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

stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.

6.4 Any payment made after the due date for payment shall attract interest at a rate of 2% per centum.

7. INDEMNITY AND INSURANCE (if applicable)

7.1 Supplier shall be liable for and shall indemnify the **GOM** against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of: -

7.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and

7.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the Contract by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.

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

a) sum equivalent to three (3) times the fee payable under this Contract or

b) $100,000.00 Eastern Caribbean Dollars.

7.3 Neither party shall be liable to the other for any indirect, special or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity.

7.4 Further, and without prejudice to the aforesaid limit of liability and such liability of the Contractor/Consultant/Supplier for the loss or damage in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the Contractor/Consultant/Supplier to pay having regard to the Contractor's /Consultant's responsibility for the same and on the basis that:

a) all other parties appointed or to be appointed by the Contracting Authority to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the Contracting Authority such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and

b) it shall be deemed that all such other parties have not limited or excluded their liability to the Contracting Authority for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this Clause

8. INSURANCE

8.1 The Supplier shall insure against its full liability under this Contract.

8.2 The Supplier shall produce to **GOM**, upon request, documentary evidence that insurance is properly maintained.

9. ASSIGNMENT

9.1 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.

9.2 The Supplier shall not:-

9.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM**; or

9.2.2 Subcontract any provision of the Contract or any part thereof to any person without the previous written consent of the **GOM, such consent shall not be unreasonably withheld or delayed,** which if given shall not relieve the Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the acts, defaults, or neglect of any sub-Supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Supplier or its agents or employees.

10. CONFIDENTIALITY

10.1 All information, requirements, documents and other data which the **GOM** may have imparted and may from time to time impart to the Supplier relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.

10.2 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.

10.3 The Supplier shall not at any time during or after the term of this Contract divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Contract, which relates to the business and affairs of the **GOM** except upon authorization by the **GOM**. The Supplier shall not seek to acquire any such information outside of the performance of its duties under this Contract.

10.4 The obligations set forth in this Clause 10 shall expire two (2) years after the termination of the Contract.

11. BRIBERY AND CORRUPTION

Either party shall be entitled to determine the Contract and to recover from the other party the amount of any loss resulting from such action if: -

11.1 Any party that has offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with the other party; or

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

11.3 In relation to any Contract with the **GOM** the Supplier or person employed by it or acting on its behalf shall:-

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

11.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.

11.4 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.

12. TERMINATION

12.1 The **GOM** may terminate this Contract in any of the circumstances set out below by giving to the Supplier notice in writing where the Supplier: -

12.1.1 Commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the Contracting Authority to the Supplier, the Supplier fails to remedy such breach within fourteen (14) days of the notice then the Contracting Authority may terminate the Contract forthwith.

12.1.2 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;

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

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

12.1.5 Has an administrative receiver appointed;

12.1.6 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.

12.1.7 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.

12.2 If the Contract is terminated as provided in this condition then the **GOM** shall:-

12.2.1 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;

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

12.2.3 Be entitled to deduct any losses to the **GOM** resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the **GOM** to the Supplier as a debt).

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

13. OWNERSHIP OF MATERIAL

13.1 Any material, graphic, software or otherwise, supplied by the Supplier for the Client under the Contract shall belong to and remain the property of the Client (Government of Montserrat). The Supplier may retain a copy of such documents and software.

14. WAIVER

14.1 The failure by either party to enforce at any time or for any period any one or more of the terms
or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract. No waiver of any default or non-performance by any party shall be considered a waiver of any subsequent default or non-performance.

15. COMPLETE CONTRACT

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

16. GOVERNING LAW

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

17. FORCE MAJEURE

17.1 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 Contract impossible whereupon all money due under this Contract shall be paid immediately.

18. WARRANTY (if applicable)

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

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

18.3 The warranty shall remain valid for **…….**, whichever comes first, after the Goods have been delivered to and accepted by GOM. The period for repair or replacement after being notified of the defect by the Purchaser shall be **fourteen** (**14) days.**

18.4 If having been notified, the Supplier fails to remedy the defect within the period specified in 18.3, GOM may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

19. NOTICES

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

19.2 A Notice shall be delivered as follows:

A. If to the Supplier, to:

……
……
……
……
……
……
Tel: ……
Email: …….

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

Mr. Colin Fergus
Permanent Secretary
Ministry of Buildings, Utilities, Infrastructure, Labour & Transport (BUILT)
Brades
Montserrat
Tel: (664) 491-2521 or 2522
Fax: (664) 491-6659
Email: cfergus@gov.ms

20. MEDIATION AND ARBITRATION

20.1 If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through mutual agreement within fourteen (14) days. If unsuccessful, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

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

SUPPLIER:
Name: ……..
Designation: ……..

Signature: ……

Witness Name:……..……..…….

Designation: ……..…….

Signature: ……

GOM :
Name: **Colin Fergus**

Designation: Permanent Secretary, BUILT

Signature: ……

Witness Name:……..…….

Designation: …….

Signature: ……..…..

SCHEDULE 1

SERVICES/TASKS/DELIVERABLES/TIMELINES

The Supplier will provide the services in accordance with the Terms of Reference, Deliverables and output as outlined herein:

Services	Tasks/Deliverables	Timeline

SCHEDULE 2

Payment Profile

Subject to the provisions of Clause 6 of the Contract, the sums specified in Clause 6.1 of the Contract will be paid to the Supplier in the following Intervals:

1. …… upon submission of …… as described in Schedule 1
2. …… upon submission of …….. as described in Schedule 1
3. …… upon submission of ……..as described in Schedule 1
4. …… upon submission of ……..as described in Schedule 1