

GOVERNMENT OF MONTSERRAT

Invitation to Tender (ITT)



Montserrat Secondary School BLOCKS L & M FURNISHING

NOVEMBER 2021

CONTENTS

1. INTRODUCTION.....	3
2. INVITATION TO TENDER.....	4
3. INSTRUCTIONS TO TENDERERS.....	6
4. GUIDANCE NOTES.....	11
5. ADDITIONAL INFORMATION.....	13
6. SPECIFICATIONS OF GOODS.....	16
7. EVALUATION OF TENDERS.....	16
8. TECHNICAL QUESTIONNAIRE.....	18
9. FORM OF TENDER.....	20
10. RESPONDENTS IDENTIFICATION DETAILS	21
11. TENDER CHECKLIST	22
12. ANTI-COLLUSION STATEMENT.....	<u>23</u>
13. Appendix A: GENERAL CONDITIONS.....	<u>24</u>
14. APPENDIX B: CONTRACT.....	31
15. APPENDIX 1	

1.0 INTRODUCTION

Introduction

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

Included are the tender documents, consisting of:

1. Introduction
 2. Invitation to Tender
 3. Instructions to Tenderers/Submission Instructions
 4. Guidance Notes
 5. Additional Information
 6. Scope of Works
 7. Evaluation of Tenders
 8. Technical Questionnaire
 9. Form of Tender
 10. Respondent's Identification Details
 11. Tender Checklist
 12. Anti-Collusion Certificate
 13. Appendix A – General Conditions
 14. Appendix B – Contract
- Annex 1 - Specifications for Blocks L & M Furnishing

Purpose

- Expects Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender
- Sets out the Award Criteria and the tender evaluation process that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

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.

2.0 THE INVITATION TO TENDER

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

Project Details	Deliverables
ITT for MSS Blocks L & M Furnishing	Date Published on Government of Montserrat Website and myTenders portal Monday, 08 th November 2021
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	Friday, 12 th November, 2021 Email: Head, Procurement at Jutleh@gov.ms
ITT submission deadline	Wednesday, 17 th November 2021 no later than 12.00 midday, (Eastern Caribbean time) 16.00 hours UK time
Tender Submission address	The Chairperson Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat
Contract Commencement – this is an indicative date and may be subject to change	2021

Procurement Process

A Bidder will be selected through this Invitation to Tender (ITT) for the supply of **MSS Blocks L & M Furnishings**. 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 must commence until the contract has been signed.
- ✓ There will be ongoing performance management for each contract that will feed into project completion and closure report. The performance for each contract may be used in assessing future bid submissions.

Evaluation 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 responses to the Technical Questions within Section 8, will be checked for all submissions received which meet the requirements set out in Stage 1 above.

Only submissions which meet the requirement set out in Section 8 (Technical Questionnaire) will progress to the next evaluation stage.

Stage 3

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 4

Following the outcome of Stage 3, 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.

3.0 INSTRUCTIONS TO TENDERERS

Authorities

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.

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 www.gov.ms

Disclaimer

The information contained in this document is believed to be correct at the time of issue but neither GOM nor their advisors will accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. GOM reserves the right to amend or vary any area of this document during the course of the procurement.

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

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

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

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

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

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

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

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

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 UK Foreign, Commonwealth Development Office (FCDO). Under no circumstances should direct contact be made with anyone else regarding this process without the prior arrangement or agreement of the GOM Head of Procurement. Failure to observe this confidentiality may result in disqualification from the tender process.

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

Communication and clarification

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

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

Depending on the requirements of Bidders, GOM is willing to reconsider the stated deadlines to allow a further round of requests for clarification if required. During the procurement process it is up to bidders to check the GoM website for updates. myTenders will send out automatic notifications.

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

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

Participation

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

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

As per Contract Template at **Appendix B**.

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 Consultant for the Client under the Contract shall belong to and remain the property of the Client (Government of Montserrat). The Consultant may retain a copy of such documents and software.

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

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 goods. The Potential Bidder shall be required to confirm their ability to meet the Technical Specification through completion of the Technical Questionnaire **(Section 8)**.

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 all materials, labour to complete the safe execution of the Architectural Design and Oversight Services for Montserrat VIC.

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

SUBMITTING A TENDER (BID)

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

If you are intending to make an **electronic submission** to this tender, please register your interest on myTenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.

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

Submitting a hard copy of your Tender

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

Envelope 1.

Follow the steps written below:

- a) Write the name of the Bidder (Tenderer, Supplier) on this envelope
- b) Write the name of the project and the address on the envelope as written below:

ITT for the MSS Blocks L & M Furnishing

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 following details on it before submitting:

ITT for the MSS Blocks L & M Furnishing

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

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

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

Tenders are to be delivered to the address above by **12:00 midday Eastern Caribbean time, 16:00 UK time.**

Tenderers will be given a receipt.

4.0 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.

1. GOM reserves the right to amend or terminate the procurement procedure or change the timings outlined in this ITT.
2. 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.
3. Potential Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
4. 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

5. Any changes to the procurement timetable shall be published as an Addendum on both websites, GoM and myTenders.
6. The Montserrat General Conditions of Contract will be adopted for this Contract. These are attached as Section 17. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.
7. 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).
8. 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.
9. Tenders must be returned in line with the instructions for submitting a Tender. Late submissions will not be considered.
10. 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.
11. Tenderers are not permitted to submit alternative tenders.
12. The Government of Montserrat is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.
13. Validity Period - The bids must remain valid for acceptance for a minimum of ninety (90) 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,
14. Tenders must be completed in the English language or a full English translation provided at no cost to the GoM.
15. The submission will be checked for completeness and compliance before responses are evaluated.
16. Any signatures must be made by a person who is authorised to commit the Potential Bidder to the Contract.
17. 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
18. 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.

19. 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.
20. 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.

5.0 ADDITIONAL INFORMATION

Environmental Issues

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

Equalities & Diversity

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

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

Financial Guarantee

The GoM reserves the right to require the successful Potential Bidder to provide as security for the performance of the Contract, a performance bond or otherwise or as an alternative, require the parent company of the successful Potential Bidder to guarantee the performance of the Contract prior to the award of the Contract

Sub-Contracting and Consortia Arrangements

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

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

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

If the Potential Bidder bidding for a requirement is a consortium, the following information must be provided:

- full details of the consortium; and
- the information sought in respect of each of the consortium's constituent members as part of a single composite response.

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

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

Sustainability

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

Invoices will be paid within ten (10) working days from the approval date of the invoice.

Insurance and Workers Compensation

Mandatory Eligibility Requirements

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

Responsibilities of Successful Tenderer

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

Indemnification

The Successful Tenderer agrees to indemnify and save harmless the Government of Montserrat, its 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.

6.0 SPECIFICATIONS OF GOODS

The main objective is to procure new furniture - desks and chairs for the six (6) classrooms on Block M and the Integrate Science Room on Block L. This will include teachers' desks and

chairs.

The specifications of the required furniture are attached at **Annex 1**.

7.0 EVALUATION OF TENDERS

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

EVALUATION CRITERIA	WEIGHTED SCORE %
Administrative Compliance	PASS/FAIL
<i>The technical and cost criteria will be evaluated over a total of 100 marks. Bidders are required to achieve at least 65% of the minimum technical score to qualify to be considered for contract award.</i>	
Cost/Price Proposal	35%
Adherence to Specifications	35%
Warranty Length and Inclusiveness	10%
Availability/Delivery Time	20%
TOTAL	100%

7.1 Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested in the ITT. The ITT Checklist in Section 12 provides a list of documents to be completed and submitted for bidders to be deemed compliant and achieve a PASS assessment. The accurate and whole submission of these documents fulfils the Administrative Compliance requirement, which is a Pass/Fail assessment. Where all of the outlined requirements have been fulfilled, the bidder will then advance to the subsequent evaluation criteria. If any of the above mentioned items are not submitted, then the tender would be deemed non-compliant and the submission rejected.

7.2 Cost/Price Proposal [35%]

The Bid price is a significant factor and the Government of Montserrat will seek to ensure that the services are undertaken at the most economically advantageous price. However,

there are other factors which comprise the criterion and these will be considered proportionately. The Government of Montserrat is not bound to accept the lowest or any Bid. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from Bids. Bidders must submit all the documents requested in the ITT document. The ITT checklist provides a list of requirements which need to be fulfilled.

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

Lowest Price (A)

Higher Price (B) x 30%

A = 10000

B = 14000 x 30% = B's score is 21.43%

7.3 Adherence to Specification [35%]

Adherence to technical specification is paramount. Consideration will be given to effectiveness and robustness, users ease in operations and enhanced safety features. Marks will be awarded depending on the degree of compliance with the technical specifications as compared with the other tenders. **Please complete the Technical Questionnaire at Section 8.**

7.4 Warranty Length & Inclusiveness (10%)

Tenderers should provide in their tender the terms and condition and length of any warranty provided with the sale of the furniture. Marks will be awarded on the basis of warranty length and the comprehensiveness of coverage. The price should be inclusive of insurance to Montserrat. The percentage for this criterion will be calculated in proportion to warranty submissions from other tenders.

7.5 Availability/Delivery Time (20%)

The delivery schedule is important given the current needs of GoM, so that preference can be given to those suppliers that can have the items in Montserrat at the earliest time. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

THE SUCCESSFUL BIDDER MUST COMMIT TO HAVING THE FURNISHINGS ASSEMBLED AND DELIVERED TO THE MONTSERRAT SECONDARY SCHOOL BY 10TH JANUARY 2022.

8.0 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: (50%)

Please describe your knowledge of the specified Furniture being procured and your approach to sourcing

Bidders response:

Question 2: (30%)

Please summarize your company's overall financial health.

Bidders response:

Question 3: (20%)

Please describe in detail your intended methodology for supplying the furniture in your given timeframe.

Bidders response:

Table – Scoring Quality Criteria

Scoring - Quality Criteria

Rating of Response	Score
Very Good or Fully Compliant Submission which meets all requirements and is fully explained in comprehensive detail. Clearly includes all the information requested and instils full confidence that the supplier has the ability to fully meet the requirements of the Contract.	5
Good or Fully Compliant Submission which meets all the requirements and is explained in reasonable detail. Includes all the information requested and instils reasonable confidence that the supplier has the ability to fully meet the requirements of the Contract.	4
Satisfactory or Compliant Submission which meets the essential requirements and is explained in adequate detail. Although brief or lacking some detail, all the information requested has been supplied and the GoM is relatively confident that the supplier has the ability to meet the requirements of the Contract.	3
Weak or Partially Compliant (Minor issues) Submission which in some areas falls short of requirements and is poorly explained. Not all of the information requested has been supplied and The GoM has minor concerns regarding the supplier's ability to meet the requirements of the Contract.	2
Unacceptable or Non-Compliant (Major issues) Submission which clearly fails to meet requirements and is not explained. Key information requested has not been supplied and the GoM has major concerns regarding the supplier's ability to meet the requirements of the Contract.	1
An answer to the question has not been provided or the suppliers have not understood the requirements of the question and therefore the answer provided does not address the question. Note that in some instances, not responding to a question may result in your Proposal being rejected and a fail mark awarded. Such questions will be identified within the Proposal documents.	0

9.0 FORM OF TENDER

The Chairperson

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

Dear Sir/Madam

Tender for the Supply of MSS Block L & M Furnishings

I/We the undersigned undertake to 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 procurement within ____ **day(s)** of receiving the official Award Letter.

THE SUCCESSFUL BIDDER MUST COMMIT TO HAVING THE FURNISHINGS ASSEMBLED AND DELIVERED TO THE MONTSERRAT SECONDARY SCHOOL BY 10TH JANUARY 2022.

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

I/We confirm this tender shall remain valid for a period of **ninety (90)** days from the date of submission of this Tender.

Name.

Signed.

Name of Company.

Address.

Tel. number.

Email address:

Date.

10.0 RESPONDENT'S IDENTIFICATION DETAILS

A	PERSONAL INFORMATION
---	----------------------

Company Name----- Registration number -----

Company address-----

Contact person----- Position-----

Telephone number- ----- Fax number-----

Website----- Email address: -----

B	QUESTIONNAIRE (TICK WHERE APPLICABLE)		
1	Your entity operates as which one of the following?	☒	Sole Proprietorship
		☐	Partnership
		☐	Limited Liability
		☐	Others
		☐	
2	How many years has your entity been in operation?	☐	(0-1)
		☐	(1-3)
		☐	(3-5)
		☐	(5-10)
		☐	(10 & Over)
3	Number of Employees within your entity?	☐	(1-5)
		☐	(6-10)
		☐	(11-15)
		☐	(16 & Over)
4	How many similar contracts has your entity successfully completed in the last two (2) years?	☐	(1-3)
		☐	(4-6)
		☐	(7-9)
		☐	(10 & Over)
6	What is the highest sum of any of the contracts completed in the last two (2) years?	☐	(50-100)K
		☐	(101-200)K
		☐	(201-400)K
		☐	Over 400K
7	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 false statement may result in denial of a contract and possible debarment from future prospects.		
----- Signature of Company Representative		
----- Date	----- Company Name/Stamp	

11.0 TENDER CHECKLIST

Project Title: **Tender for the Supply of MSS Blocks L & M Furnishing**

Date scheme advertised: Monday, 08th November 2021
Clarifications Deadline: Friday, 12th November 2021
Tender Deadline Date: Wednesday, 17th November 2021
Tender Deadline Time: 12:00 pm (Eastern Caribbean time) and 16:00hrs UK time

Below are the following documents that should be provided for the tender 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 tender being considered non-compliant and rejected.

Completed & Signed Form of Tender (**Section 9**) ☐

The Form of Tender document shall be signed by a person legally authorized to bind the firm to a contract. The complete tender sum should be clearly written and included in the form of tender. Ensure to state the delivery time.

Completed Technical Questionnaire (**Section 8**) ☐

Tax Compliance Certificate (**if bidder is a local company**) ☐

Signed Respondent's Identification Details (**Section 10**) ☐

Signed Anti-Collusion Statement (**Section 12**) ☐

Cost Proposal/Price (as per **Section 7.2**) ☐

.....
Signed on behalf of Supplier

.....
Date

12.0

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.....2021

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.....

13.0 Appendix A - General Conditions

13.1 Communication with GOM and FCDO staff

Any enquiries or requests for information or clarification of any matters arising from this ITT must be made in accordance with this paragraph.

Any enquiry or request for information or clarification must be made to:

Name	Harjinder Jutle
Title	GOM Head of Procurement
Email	jutleh@gov.ms and copied procurement@gov.ms

It is strictly forbidden to engage in any direct communication with any GOM or FCDO employee for any purpose in connection with the ITT.

Under no circumstances should any contact be made with anyone other than those persons identified above regarding this ITT without the prior written approval of GOM Procurement Department. Such permission must be sought through the means of communication as set out above.

During the preparation of initial Tenders, GOM will respond to all reasonable clarifications as soon as possible through issuing a document listing Bidders' questions and GOM's response to them (**Clarifications Log**), which will be published on the GoM website and myTenders.

If GOM considers that a clarification question and answer may be of a confidential nature, GOM will inform the Bidder and the Bidder will then have an opportunity to withdraw the request for clarification. If the clarification is not withdrawn within 7 days, the response will be issued to all Bidders.

If, however, GOM in its absolute opinion does not consider the question to be of a confidential nature, GOM will inform the shortlisted Bidder and the Bidder will then have an opportunity to withdraw the request for clarification. If the clarification is not withdrawn within seven (7) days, the response will be issued to all shortlisted Bidders.

13.2 Consortia and Sub-contractors

GOM requires all Bidders to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender and precisely which entity they propose to be the provider of the Operating Services.

For the purposes of this ITT, the following terms apply:

- a. **Consortium Arrangement:** Two or more companies that come together specifically for the purpose of bidding for a combined
- b. **Subcontracting Arrangement:** Two or more companies come together specifically for the purpose of bidding for a combined supply.

13.3 Confidentiality

Bidders should be aware that, in compliance with existing or future procurement regulations obligations, GOM will routinely publish details of its contract(s), including the contract values and the identities of its suppliers on its website.

This ITT and all other documents and information (whether written or oral) regarding the Tender (the "**Confidential Information**") is made available by GOM on condition that:

- a. you shall not disclose or make available the Confidential Information to another person except that you may disclose or make available the Confidential Information (i) to your employees, advisors, authorised representatives or sub-contractors to the extent that it is essential to enable you to submit any Tender and engage with any face to face meetings in connection with the process and (ii) if required by legal or regulatory obligations. This non-disclosure obligation does not apply to any Confidential Information to the extent that it is or becomes publicly known other than by breach of this ITT by you.
- b. You shall use all reasonable efforts to prevent the disclosure of the Confidential Information except as mentioned above and you shall ensure that each person to whom Confidential Information is disclosed complies with the terms of this ITT as if that person was a party to this ITT.
- c. You shall not use the Confidential Information for any purpose other than in connection with the ITT.
- d. You shall, within five (5) days of a written request from GOM, return to GOM all documents and other material in your possession, custody or control that contain any part of the Confidential Information.

GOM may disclose detailed information relating to Tenders to FCDO and to GOM's and FCDO's respective officials, employees, advisors, agents, authorised representatives and sub-contractors and may make the submissions available for inspection by GOM and FCDO and their respective officials, employees, advisors, agents, authorised representatives and sub-contractors.

The Freedom of Information Act ("**FOIA**") applies to FCDO. You should be aware of FCDO's obligations and responsibilities under the FOIA to disclose, on written request, recorded information held by FCDO. Information provided by you in connection with this procurement, or with any Contract that may be awarded as a result of this procurement, may therefore have to be disclosed by FCDO in response to such a request, unless FCDO decides that one of the statutory exemptions under the FOIA applies. If you wish to designate information supplied as part of a response as confidential, you must provide clear and specific detail as to the precise elements which are confidential.

13.4 Information and Exclusion of Liability

The Confidential Information has been prepared by GOM in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not rely on the Information and should carry out their own due diligence checks and verify the accuracy of the Information. Neither the issue of this ITT, nor anything in it, is or shall be a promise or representation as to the future or should be regarded as commitment or representation on the part of GOM (or any other person) to enter into a contractual arrangement.

Bidders considering entering into a contractual relationship with GOM should make their own enquiries and investigations of GOM's requirements beforehand and on the terms and conditions of such a Contract. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed Contract.

Neither GOM nor FCDO make any representations or warranties regarding the Bidder's financial status or stability, technical competence or ability in any way to carry out the Services.

None of GOM, FCDO nor their respective officials, employees, advisors, agents, authorised representatives and sub-contractors make any representation or warranty (express or implied) as to, or accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the Confidential Information or any part of it (including but not limited to loss or damage arising as a result of reliance by the Bidder on the Confidential Information or any part of it). This exclusion of liability also applies in respect of any statement, opinion or conclusion contained in or any omission from this ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of GOM.

You agree that each of GOM and FCDO and their respective officials, employees, advisors, agents, authorised representatives and sub-contractors neither owes nor accepts any duty or responsibility to you or any other party, whether in contract or in tort (including, without limitation, negligence and breach of statutory duty) or howsoever otherwise arising, and shall not be liable in respect of any loss, damage or expense of whatsoever nature incurred by you (or your professional advisers, funders, directors, officers, employees, agents, or representatives), in connection with your assessment or investigation of the ITT, or generally in connection with the process (with the exception of any claim in relation to fraud).

You acknowledge and agree to indemnify and hold harmless each of GOM and FCDO and their respective officials, employees, advisors, agents, authorised representatives and sub-contractors against all actions, proceedings and claims brought or threatened against them or any of them (whether by you or by any other person or entity you may involve in connection with the tendering phase, or generally in connection with the process) and all loss, damage and expense (including legal expenses) relating thereto, in any way arising out of or in connection with the information provided and/or their provision or the Services.

13.5 Copyright

This ITT is subject to copyright and may not be reproduced, copied or stored in any medium without the prior written consent of GOM. This ITT, and any document issued as supplemental to it must be returned within five (5) days of written request from GOM.

13.6 Publicity

Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any Contract award any publicity activity with any section of the media in relation to this ITT other than with the prior written agreement of GOM. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and representatives of such media.

13.7 Right to reject bids and vary the process

GOM is not bound to accept any Tender. Nothing in this ITT shall oblige GOM to award the Contract and GOM reserves the right at any time and in the sole discretion

to reject any Tender and/or terminate discussions and negotiations with any one or more Bidders. Other than as required by law, neither GOM nor FCDO nor any of their respective employees, advisers or sub-contractors will be required to give any reasons to any interested party for any acceptance or rejection of any Tender.

GOM reserves the right to disqualify any Bidder who makes a material change to any aspect of their Tender unless substantial justification can be provided to the satisfaction of GOM.

GOM reserves the right to disqualify any Bidder that does not submit its Tender in a manner consistent with the provisions set out in instructions to this ITT.

It is intended that the remainder of this procurement will take place in accordance with the provisions of this ITT but GOM reserves the right to terminate, amend or vary the procurement process at any time. Any termination, amendment or variation of the procurement process will be notified to all Bidders as soon as practicable.

13.8 Provision of further information by Bidders

If, at any time during the procurement period (before or after the submission of the Tender), there are any material changes to the information provided by Bidders (including but not limited to information concerning members and structure of any Consortium Arrangement or Sub-Contracting Arrangement), the Bidder must advise GOM as soon as practicable, but in any event within three (3) days of such change. Bidders should note the requirements of Section 9.3 above.

13.9 Bidder conduct and conflicts of interest

Any attempt by Bidders or their advisers to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders (or any of its advisers) shall not directly or indirectly at any time:

- a. Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- b. Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- c. Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- d. Canvass GOM or FCDO or any of their respective employees, agents, advisers or sub-contractors in relation to this procurement.
- e. Attempt to obtain information from GOM or FCDO or any of their respective employees, agents, advisers or sub-contractors concerning another Bidder or Tender.

Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder or its advisers and GOM and FCDO or any of GOM's or FCDO's respective employees, advisors or sub-contractors. Any Bidder who fails to comply with this

requirement may be disqualified from the procurement at the discretion of GOM.

13.10 Period during which tenders are binding

Bidders are bound by their Tenders for a period of ninety (90) calendar days from the Deadline ("**Offer Period**"). In exceptional cases, GOM may, at any time before the expiry of the Offer Period ask Bidders to extend the Offer Period for a specific number of days.

13.11 Ownership of tenders

GOM retains ownership of all Tenders received. Consequently, Bidders have no right to have their Tenders returned to them.

13.12 Cancellation of the tender procedure

In the event of cancellation of the tender procedure, Bidders will be notified in writing of the cancellation by GOM. Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e. no qualitatively or financially worthwhile tender has been received or there is no response at all;
- the economic or technical data have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the contract impossible;

For the purposes of the Contract "Force Majeure" shall include but not be limited to the following:

- war, civil war, riots, revolution;
- natural disasters such as earthquakes, tidal waves and floods;
- explosions and fires; or
- strikes and labour disputes of all kinds; provided always that any act, event, omission, occurrence or non-occurrence will only be considered Force Majeure if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

Neither the Contractor nor the Contracting Authority shall in any circumstances be liable to the other for any loss of any kind whatsoever by reason of any failure or delay in the performance of its obligations hereunder to the extent resulting from a Force Majeure event. Notwithstanding the foregoing, each party shall use all reasonable endeavors to continue to perform, or resume performance of, such obligations here under for the duration of such Force Majeure event.

If any of the parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the others by the most expeditious method then available and shall inform the others of the period which it is estimated that such failure or delay shall continue.

If all technically compliant tenders exceed the financial resources available; or there have been irregularities in the procedure, in particular where these have prevented fair competition.

13.13 Tender costs

Each Bidder will bear its own costs of tendering and negotiation and any tendering and negotiations will be entirely at the Bidder's risk.

GOM bears no liability whatsoever for the outcome of any negotiation and shall not be liable for any costs or losses (including any loss of profit) incurred by any Bidder in connection with this procurement, including any costs or losses (including any loss of profit) as a result of the procurement being amended or terminated by GOM.

13.14 Data

The information required to submit a tender is contained in this Information Memorandum and Request for Tender. Any additional information requested by Bidders will, if available, be supplied to all Bidders in accordance with Section 12.1 of this document.

13.15 Language

The Tender and all correspondence and documents related to the Tender exchanged by the Bidders and GOM must be written in **English** and be presented as a clear readable word processed document or equivalent, with clearly distinguished fonts, headings and separating chapters.

13.16 Currency of the financial Tender

Tenders must be expressed exclusively in **Eastern Caribbean Dollars (XCD)** and exclude Montserrat tax for the purpose of this ITT. Bidders should identify any other taxes that may be applicable.

13.17 Sufficiency of the Tender

Bidders will be deemed to have satisfied themselves before submitting their Tender, as to its correctness and completeness, and to have taken account of all that is required for the full and proper performance of the Contract.

13.18 Tender submission

Tenders should be submitted by completing the main body of your response (as a Microsoft Word Document) including the response to the minimum required information contained within the Annexes of this ITT.

Please number every page sequentially in the main body of your response as "Page [x] of [xx]" and include the date and title of your document on each page of the main body. Any additional pre-existing material which is necessary to support your Tender should be included as schedules with cross-references to this material in the main body of your Tender. Cross-references to this ITT should also be included in your Tender whenever you consider it to be relevant.

The Tender must be clear, concise and complete. GOM reserves the right to mark a Bidder down or exclude them from the procurement if, in GOM's opinion, the Bidder's Tender contains any ambiguities or lacks clarity. Bidders should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, extraneous presentation materials are neither necessary nor desired.

Tenders will be evaluated on the basis of information submitted by the Deadline.

Where the Bidder is:

- i. A Company, the Tender must be signed by a duly authorised representative of that company.
- ii. A Consortium Arrangement (see Section 14.2), the Tender must be signed by each partner to the consortium.
- iii. A Subcontracting Arrangement (see Section 14.2), the Tender must be signed by the lead vendor and each sub-contractor to the lead vendor.

13.19 Tender deadline

Tenders must be submitted by no later than Wednesday, 17th November 2021 at **12.00 midday Eastern Caribbean time, 16:00 UK time** (the "**Deadline**") in the manner prescribed in Section 2 above and to the following address:

Any Tender received after the Deadline will not be opened or considered. GOM may, however, in its own absolute discretion extend the Deadline and in such circumstances GOM will notify all Bidders of any change.

13.20 Compliant tender and Variant tender

Bidders must submit a Tender which is in line with the terms and requirements set out in this ITT (a "**Compliant Tender**"). Bidders shall not submit a variant tender for consideration by GOM (a "**Variant Tender**").

13.21 Procedure following submission of tender

All Tenders submitted in compliance with the paragraphs above will be evaluated against the criteria set out in Section 5 of this document. Further detail is provided in Section 5.

The evaluated scores will be used to identify the preferred bidder achieving the highest score.

14.0 APPENDIX B – CONTRACT

This Agreement is made the..... day of..... **2021** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Education, Youth Affairs & Sports (hereinafter referred to as "**GOM**") of the one part and (*supplier's company*) whose address is acting herein and represented by (*name of representative*) (hereinafter referred to as "**the Supplier**") of the other part.

1. INTERPRETATION

1.1. In these conditions:-

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

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

The Supply and , Assembly and Delivery of furnishing for MSS Blocks L & M (as per Annex 1) or where referred to in the contract as "services" means all work which the Supplier is required to undertake in the performance of this contract.

2. VARIATIONS OF CONDITIONS

The supply, assembly and delivery of **furnishing as per Specifications in Annex 1** shall be carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this agreement.

3. NON-DELIVERY

Without prejudice to any other right or remedy, should the Supplier not deliver the Services or any portion thereof within the time or times specified in the Contract, except in cases of force majeure and subject always to the receipt of written notice within 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:

- 3.1 The **GOM** shall be at liberty to determine the Contract and to procure services of the same or similar description from another Supplier to make good such default; and,
- 3.2 The **GOM** shall recover from the Supplier any sum or sums paid to the Supplier in respect of the services. Also, the **GOM** shall be able to recover from the supplier any

increased costs resulting from obtaining supplies from an alternative supplier.

4. PAYMENT

- 4.1 As full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the fees as outlined within ten (10) working days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier, provided that **GOM** give notice in writing of its intention not to pay such fee and provide the relevant reason where:
- a. The Supplier has failed to carry out services, or has inadequately carried out services required by this Contract to be carried out and has not remedied such failure or deficiency within a reasonable time;
 - b. The Supplier, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
 - c. There is a breach of any other provision of this Contract; and upon giving such notice the **GOM** may withhold payment accordingly.
- 4.2 **GOM**, whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract as a debt, providing that such sum is agreed by the parties as recoverable by GOM or has been fully ascertained and substantiated.
- 4.3 If any fee or portion thereof payable under this Agreement shall be unpaid 40 days after receipt of an original invoice in respect of such fee the Supplier may give notice to the **GOM** requiring the **GOM** to pay such fee or part thereof and if the **GOM** shall fail to comply with such notice, the Supplier may terminate 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.
- 4.4 Any payment made after the due date for payment shall attract interest at a rate of 2% per centum.

5. INDEMNITY AND INSURANCE

- 5.1 Supplier shall be liable for and shall indemnify the **GOM** against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of:-
- 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
 - 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the
- Contract by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.
- 5.2 The Supplier shall only be liable to pay compensation to the Purchaser under or in connection with this Contract if a breach of clause 3 is established against the Supplier.

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

- a) sum equivalent to ten (10) times the fee payable under this Contract or
- b) 1,000,000.00 Eastern Caribbean Dollars.

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

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

- a) all other parties appointed or to be appointed by the Purchaser to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the Purchaser such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and
- b) it shall be deemed that all such other parties have not limited or excluded their liability to the Purchaser for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this clause

6. INSURANCE

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

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

7. ASSIGNMENT

7.1 The **GOM** shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Supplier.

7.2 The Supplier shall not:-

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

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

8. CONFIDENTIALITY

- 8.1 All information, requirements, documents and other data which the **GOM** may have imparted and may from time to time impart to the Supplier relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.
- 8.2 The Supplier hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract, disclose the same whether directly or indirectly to any third party without the **GOM's** prior written consent.
- 8.3 The obligations set forth in Clauses 8 and 16 shall expire two (2) years after the termination of the Contract.

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

- 9.1 Any party that has offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with the other party; or
- 9.2 The like acts shall have been done by any person employed by the Parties or acting on its behalf (whether with or without the knowledge of the Party); or
- 9.3 In relation to any contract with the **GOM** the Supplier or person employed by it or acting on its behalf shall:-
 - 9.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
 - 9.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.
- 9.4 In the performance of their obligations under or in connection with this Contract the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

10. TERMINATION

- 10.1 The **GOM** may terminate this Contract in any of the circumstances set out in 10.2 below by giving to the Supplier notice in writing where the Supplier;-
 - 10.1.1 commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the Purchaser to the Supplier, the Supplier fails to remedy such breach within 14 days of the notice then the Purchaser may terminate the Contract forthwith.

- 10.1.2 becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
- 10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 10.1.4 has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 10.1.5 has an administrative receiver appointed;
- 10.1.6 has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00
- 10.1.7 Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the **GOM** may without prejudice to any accrued rights or remedies under this Contract, terminate the Contract by giving notice in writing.
- 10.2 If the Contract is terminated as provided in this condition then the **GOM** shall:-
 - 10.2.1 Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;
 - 10.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;
 - 10.2.3 Be entitled to deduct any losses to the **GOM** resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the **GOM** to the Supplier as a debt). Such loss shall include the reasonable cost to the **GOM** of the time spent by the **GOM** in terminating of the Contract as aforesaid have been due to the Supplier.

11. WAIVER

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

12. COMPLETE CONTRACT

- 12.1 This Contract supersedes any prior Contract between the parties whether written or oral relating to the subject matter hereof, but without prejudice to any rights which have already accrued to either of the parties.
- 12.2 **THE SUCCESSFUL BIDDER MUST COMMIT TO HAVING THE FURNISHINGS ASSEMBLED AND DELIVERED TO THE MONTSERRAT SECONDARY SCHOOL BY 10TH JANUARY 2022.**

13. GOVERNING LAW

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

14. FORCE MAJEURE

Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Contract impossible whereupon all money due under this Contract shall be paid immediately.

15. NOTICES

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

A. If to the Supplier, to:

Name:.....
Designation:.....
Address:.....
.....
Tel:.....
Fax:
Email:.....

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

Permanent Secretary
Ministry of Education, Youth Affairs and Sports
Karney Osborne Building
Little Bay
Montserrat
Tel: (664) 491-2541
Email: education@gov.ms

16.0 CONFIDENTIALITY

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

17.0 MEDIATION AND ARBITRATION

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

18. SIGNATURES

18.1 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.

A. SUPPLIER

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. GOM

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....