

GOVERNMENT OF MONTSERRAT



REQUEST FOR QUOTATION

DEVELOPMENT/ADAPTATION AND IMPLEMENTATION OF LOCAL LAMP STANDARD

November 2023



P O BOX 344, BRADES, MONTSERRAT, W I

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

23rd November 2023

Our Ref: CW 12/11/2

Dear Sir/Madam

Re: Request for Quotation (RFQ) for the Development/Adaptation and Implementation of Local Lamp Standard

The Ministry of Communications, Works, Labour & Energy is inviting suitably interested bidders to submit a Quotation for the Development/Adaptation and Implementation of Local Lamp Standard based on the CROSQ International Standards for Lighting.

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

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

Any queries relating to this RFQ should be made in writing to Miss Marissa Allen, Acting Director of the Energy Department at allenml@gov.ms, no later than **4:00pm on Friday 01st December 2023**.

Quotations must be submitted no later than **3:00 PM on Friday, 08th December 2023**. Quotations received after this time will not be considered

1.0 **Instructions and Guidance Notes to Bidders**

1. The Government of Montserrat General Conditions of Contract will be adopted for this contract.
2. Bidders must submit the documents listed within the **Bid Document Checklist**. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
3. The Bidder must submit a valid Tax Compliance Certificate from Inland Revenue along with the bidding documents. In the case of a sole trader, the tax compliance certificate should be issued in that individual's name. However, where the sole trader is trading using a business name, the Tax Compliance Certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company". It is therefore incumbent on the bidder to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services Commission to verify the accuracy of certificates. Quotations received with improper tax compliance certificates would be rejected. (This is only applicable for persons and/or companies locally based.)
4. **Tax-** All works undertaken will be the subject of taxation in accordance with the current legislation. Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a **20% Withholding Tax deduction from the gross amount**. This will not apply to reimbursable expenses. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms.
5. Bidders are to provide all documents or information requested as part of the Quotation document.
6. All bids will be arithmetically checked; any errors will be brought to the bidder's attention. The fee rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
7. Bidders are not allowed to submit alternative RFQs.
8. The Employer is not bound to accept the lowest Bidder and has the right to accept and reject any bid offers.
9. The selection of a consultant will be based on demonstrated competence, completion of projects of similar size and scope *inter alia*. The quality of each CV will be evaluated in accordance with the criteria below.
10. Bidders should refer to Terms of Reference (Section 2) to guide their submissions.

11. **Submitting a Request for Quotation**

There are two options for submitting an RFQ

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

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

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

Submitting a hard copy

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

Envelope 1.

Follow the steps written below:

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

Supplier Name (Your Company Name)

RFQ for the Development/Adaptation and Implementation of Local Lamp Standard

Permanent Secretary

Ministry of Communication, Works, Labour and Energy

P.O. Box 344, Brades, Montserrat, MSR1110

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

Envelope 2

Continue following the steps below:

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

RFQ for the Development/Adaptation and Implementation of Local Lamp Standard

Permanent Secretary

Ministry of Communications, Works, Labour and Energy

P.O. Box 344, Brades, Montserrat, MSR1110

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

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

2.0 TERMS OF REFERENCE

2.1 Background

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

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

In 2020, domestic consumers accounted for 48% of the electricity consumed in Montserrat. Studies have shown that lighting accounts for 20%-35% of the energy consumed and electricity bill for the average household. Hence, domestic lighting accounts for 9.6 %–16.8 % of the annual electricity consumption on Montserrat. With

the current mixture of lighting technologies on the island, which is made up mostly of compact fluorescent and incandescent lamps, it is anticipated that switching these lamps to LED would result in a 45 %–60 % reduction in the domestic lighting energy consumption. This equates to a reduction of over 1 million kilowatt hours or approximately 1,350 metric tons of carbon.

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

2.2 General Policy Objectives

Montserrat, like many nations, is working towards reducing its dependence on fossil fuels and moving towards a green and sustainable energy future. This project has the potential to begin reducing the susceptibility of the energy sector by educating the general public and increasing energy conservation and efficiency in the public sector. This is in line with objectives outlined in the Montserrat Energy Policy 2016-2030, which states the policy aims to develop energy awareness and capacity building campaigns and to improve energy consumption patterns of all customers.

According to the Montserrat Sustainable Development Plan 2008-2020, energy security is at the cornerstone of the long-term development of Montserrat's energy sector. Currently Montserrat has an electricity mix of fossil fuel and one (1) megawatt solar PV. The newly installed 750-kilowatt solar system helped to bring Montserrat to 50 percent renewable energy in terms of installed capacity. However, the fossil fuels remain the predominant source of energy production (86% Diesel) on the island. To achieve its energy objective, Montserrat will be required to take additional measures including, improving energy efficiency. This programme will reduce the percentage of energy generated by fossil fuels by a full percentage point or 15%.

In order to achieve the objectives, the proposed project features an integrated approach; providing a coordinated package of future light lamp standards to achieve lasting improvements over the lifetime of residential buildings; developing a simple lamp exchange programme that incentivises the take-up of energy efficiency measures by residents and also implements the newly established standards; training employees on the proper disposal of inefficient light lamps to protect the environment; and educating and highlighting the benefits of the energy efficient lighting through public awareness campaigns across Montserrat.

The components of this integrated approach are as follows:

- i. Collection of the baseline data in order to establish light lamp standards in the residential sector. The data will consist of information from previous energy audits, an analysis of residential electricity bills, and a public survey that helps estimate the quantity and type of lighting found in a typical residential home in

Montserrat. This data will become a critical input for setting up light lamp standards established by CROSQ and CARILEC, and understanding the feasibility for standard implementation.

- ii. Establish the lamp exchange programme for residents. This programme will establish a criterion for acquiring efficient lamps and registering for the programme, determine the number of lamps given to each resident, and set-up a logistical framework for residents to dispose of inefficient lamps and receive new energy efficient lamps. The baseline data collected in the first phase will also be used to feed into the procurement of efficient lamps during the programme.
- iii. Develop the capacity building and training sessions with employees on the environmentally friendly disposal of light lamps. The trainings will be conducted by staff of Eco-Montserrat and the Department of Environment and will cover the correct usage of a lamp-crusher and the correct disposal of the hazardous material.
- iv. Execute an integrated public awareness and communications strategy. A well-articulated message will be crafted and promoted throughout the residential sector on the benefits of energy efficient lighting. Additionally, a report will be designed and presented to the cabinet that will argue for removing the duties on energy efficient lamps.

These measures will influence the change needed in the local market, including more innovative energy efficiency measures and provide additional knowledge about the various benefits of implementing energy efficient measures such as:

- Increase disposable income for consumers
- Reduced risk from volatility of high electricity bills
- Increased resilience and sustainability from an energy standpoint
- A reduction of Montserrat's carbon footprint.

2.3 Overall Objective

The overall objective of the project is to improve efficiency of energy use through a programme of energy efficiency and related changes in equipment and energy-use patterns that contribute to the achievement of Montserrat's short and long-term Energy Policy Goals.

The project aims to aid with the continued strengthening of the island's resilience from an energy perspective by increasing the energy efficiency within the residential sector and introducing policies to help effect change. This will be done through:

- i. Establishing a lamp replacement programme for homes;
- ii. Developing a package for future light lamp standards;
- iii. Executing capacity building and training sessions with employees and beneficiaries on the environmentally friendly disposal of lamps;
- iv. Building public awareness through communications campaigns highlighting the benefits of the energy efficient lighting.

2.4 Specific Objectives

There are two (2) specific objectives (“SO”) for this project with accompanying outcomes. These SOs align with the overall objective of the project, and are as follows:

- i. SO1: To improve the efficiency of energy consumption among participating residential electricity consumers in Montserrat.
- ii. SO2: To increase the capacity of the public where it pertains to efficient usage of energy.

2.5 Scope of Services

The Scope of Services shall include:

- i. Develop/adapt and implement a local standard for lamps based on the CARICOM Regional Organisation for Standards and Quality (CROSQ) and International Standards for lighting.
- ii. Consult with stakeholders, residents, suppliers, Department of Trade and the Montserrat Customs & Revenue Services on the proposed local lamp standard, discuss the content and acquire feedback on its implementation.
- iii. Facilitate the local lamp standard national recognition/adoption.

2.6 Outputs

The key outputs are as follows:

SO1:

- i. Output 1.1: Local Lamp Standards Developed.
- ii. Output 1.2: Lamp Exchange Programme Implemented.
- iii. Output 1.3 Report on energy consumption reduction compiled and disseminated to key stakeholders.

SO2:

- i. Output 2.1: Safety training programmes in lamp and mercury disposal conducted.
- ii. Output 2.2: Lamp disposal policy and procedures developed.
- iii. Output 2.3: Public awareness campaign implemented.
- iv. Output 2.4: Cabinet paper on exemptions for importing energy efficient lamps drafted.

2.7 Key Deliverables

The key deliverables as follows:

Deliverables	Services	Time Schedule	Amount Due
Inception Report	An Inception Report: The Inception Report shall include a Work Plan for development and	Within one (1) after commencement of Contract	25%

	implementation of local lamp standards and a lamp disposal policy		
Development/Adaption of Standard for Energy Efficiency Lamps	• Development/adaptation of standard for energy efficient lamps for local use. Meeting report on the stakeholder engagement detailing the significant impacts of the implementation of the local lighting standard. • Support to the public awareness campaign to bring further sensitisation to the local lighting standard by participating in interviews (radio and otherwise)	Before 5 th February 2024	50%
Report 2	A draft Final Report to be provided	Before February 26 th 2024	15%
Final Report	A Final Report to be provided	Within one week after draft report is return from GoM with comments.	10%
Total			100%

2.8 Project Duration

This Consultancy is expected to be completed within three (3) months. All deliverables must be completed by **15th March 2024**.

2.9 Education, Skills and Experience Required

Qualifications, Skills and Professional Experience
• A postgraduate Degree in any of the following: Energy Management, Trade Policy, Engineering, Economics, Natural Sciences, Business Administration, Quality Assurance or any other related discipline. • At least five (5) years' experience in energy efficiency design and implementation especially in a developing country scenario. • Demonstrable experience with similar assignments in size and scope. • Demonstrable knowledge of energy efficiency technologies appropriate for the local environment • Proficiency in the use of Information Technology tools

Qualifications, Skills and Professional Experience
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- | |
|--|
| <ul style="list-style-type: none"> • Fluency in oral and written English • Excellent communication, writing skills and ability to establish and maintain good working relationships with private sector, government and other organisations. |
|--|

2.10 Required Documents

The application should include the following documents: -

- A Cover Letter
- An updated CV (no more than four (4) pages)
- Copies of relevant Diplomas (University Degrees, etc.)
- A short technical Proposal including the following chapters:
 - i. Interpretation of objectives,
 - ii. proposed methodology,
 - iii. proposed work plan.
- Tax Compliance (if Locally Based)

2.11 Payment Schedule

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

Deliverable (including deliverable requirements)	Percentage of Contract
Approved Inception Report	25 %
Development/adaptation of standard for Energy Efficient Lamps for local use.	50 %
Approved Draft Final Report	15 %
Approved Final Report	10%

2.12 Reporting

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

3.0 QUOTATION EVALUATION CRITERIA

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

Bidders must achieve a minimum **65%** of the technical score to be qualified for award.

No	Criteria Description	Weight
1	Administrative Compliance	Pass/Fail
Quality/Technical Criteria		
2	Qualifications & Experience	25%
3	Work Plan	15%
4	Quality/Technical Questionnaire	15%
Financial Proposal		
4	Financial Proposal (Cost breakdown)	45%
Total Score		100 %

3.1 Administrative Compliance (Pass/Fail)

Bidders must submit all the documents requested in the **Quotation Document Checklist** at **(Section 6)** provides a list of documents to be completed and submitted for bidders to be deemed compliant and achieve a PASS assessment. The accurate and whole submission of these documents fulfils the Administrative Compliance requirement, which is a Pass/Fail assessment. Where all of the outlined requirements have been fulfilled, the bidder will then advance to the subsequent evaluation criteria. If any of the above-mentioned items were not submitted, then the Quotation would be deemed non-compliant and rejected.

3.2 Qualification and Experience (25%)

The Bidder should provide a detailed outline of his/her experience in a Curriculum Vitae, with proof of their academic qualifications and professional experience with other relevant documents such as certificate of academic qualifications and professional reference letters.

3.3 Quality/Technical Questionnaire (15%)

Complete the Quality/Technical Questionnaire Template in its entirety at **Section 3.6**

3.4 Work Plan (15%)

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

3.5 Financial Proposal (Cost Breakdown) (45%)

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

3.6 Quality Questionnaire Template (15%)

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

Question 1: (7%) Please describe your experience in similar lighting projects. Please provide a visual portfolio of works as evidence and examples of previous work, inclusive of: a) project descriptions b) size and value of works, c) the location of the works, photographic illustrations of works (no more than 5 images per project). client's contact information
Bidders response:
Question 2: (4%) What resources will you dedicate to the completion of this project? Please include your availability, on site and off site, working days and hours. (This section should not exceed 500 words)
Bidders response:
Question 3: (5%) How will you consult with the various stakeholders to achieve this assignment?
Bidders response:

4.0 BIDDER'S IDENTIFICATION DETAILS FORM

A	PERSONAL INFORMATION	
BUSINESS NAME:.....REGISTRATION NUMBER:.....		
BUSINESS ADDRESS:.....		
CONTACT PERSON:.....POSITION:.....		
TELEPHONE NUMBER(S):.....WEBSITE:.....		
EMAIL ADDRESS:		
B	QUESTIONNAIRE	
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)
		(1-3)
4	How many similar contracts has your entity successfully completed in the last two (2) years?	(4-6)
		(7-9)
		(10 & Over)
		(50-100)K
		(101-200)K
5	What is the highest sum of any of the contracts completed in the last two (2) years?	(201-400)K
		Over 400K
		YES
		NO
6	Has your entity failed to complete a contract for a public or private entity?	
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)		
..... Date		Business Name/Stamp

5.0 FORM OF QUOTATION

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

Dear Sir/Madam;

Re: RFQ for the Development/Adaptation and Implementation of Local Lamp Standard

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

EC\$(including all expenses).

(words).....:

.....

The daily rate will be.....

Number of consultancy days provided will be.....

If my/our bid is accepted, I/We undertake to commence the works within _____ calendar **days** from the date of receipt by me/us of the official order and complete the works by the **15th March 2024**.

I/We understand I/We shall not be reimbursed for any cost that may have been incurred in compiling this RFQ. I/We confirm this bid shall remain valid for a period of 90 calendar days from the date of submission of this RFQ.

Name.....

Signed.....

Name of firm (If Applicable)

Address.....

.....

Tel. nr.....

Fax nr.....

Email Address

Date.....

5.1 APPENDIX TO FORM OF QUOTATION

Schedule A - Key Deliverables

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

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

Deliverables	Daily Rate	No. of Consultant Days	Cost/ Remuneration	Completion Date
1.Inception Report				
2. Development / adaptation of standard for energy efficient lamps for local use.				
3. Final Report				
Total Deliverables Fees				

Schedule B - Service cost Proposal

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

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

6.0 QUOTATION DOCUMENT CHECKLIST

Project Title: **Development/Adaptation and Implementation of Local Lamp Standard**

Date scheme advertised: Thursday, 23rd November 2023

Quotation Deadline Date: Friday, 08th December 2023

Quotation Deadline Time: **3:00 pm (EST/GMT-4)**

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

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

- | | |
|---|--------------------------|
| Signed Form of Quotation including the Appendix to Form of Quotation
(Including time for completion & notice period) | ☐ |
| Details of Academic and Professional Qualifications (Provide Evidence) | ☐ |
| A Tax Compliance Certificate (<i>if locally based</i>) | ☐ |
| Quality/Technical Questionnaire | ☐ |
| Cost Breakdown at Appendix to Form of Quotation
- Schedule A and Schedule B | ☐ |
| Work Plan (See Evaluation Criteria at section 3.4) | ☐ |

.....
Signed on behalf of Consultant

.....
Date

7.0 CONTRACT AGREEMENT AND GENERAL CONDITIONS

GOVERNMENT OF MONTSERRAT (GOM)

This Agreement is made the..... day of..... **2023** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Communications, Works and Labour(hereinafter referred to as “**GoM**”) of the one part and (*supplier's company*)....., whose address is acting herein and represented by (*name of representative*)(hereinafter referred to as “**the Consultant**”) of the other part.

1. INTERPRETATION

1.1. In these conditions:-

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

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

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

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

The Contract Price” means the gross price to be paid by GoM and the method of Payment of the Contract Price shall be agreed between the parties and inserted as part of the signed contract.

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

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

2. VARIATIONS OF CONDITIONS

The deliverables shall be supplied in accordance with these Conditions and Specification and no amendment or variation either to the terms and conditions or to the Specification shall be made unless agreed in writing between the parties and incorporated into this agreement.

3. NON-DELIVERY

Without prejudice to any other right or remedy, should the Supplier not deliver the Deliverables or any portion thereof within the time or times specified in the Contract except in cases of force majeure and subject always to the receipt of written notice within 5 days of the force majeure event relied on then:

- 3.1 The GoM shall be at liberty to determine the Contract and to purchase other goods of the same or similar description from another Supplier to make good such default; and,
- 3.2 The GOM shall recover from the Supplier any sum or sums paid to the Supplier in respect of the Deliverables. Also, the GOM shall be able to recover from the supplier any increased costs resulting from obtaining the service from an alternative supplier.

4. PAYMENT

- 4.1 As full consideration for the services performed by the Supplier under the terms of this Agreement, the **GoM** will pay the fees as outlined within 30 days of receipt of an invoice, payable against original invoices delivered to the **GoM** by the Supplier, provided that **GoM** may give notice of its intention not to pay such fee where:
 - a. The Supplier has failed to carry out services, or has defectively carried out services required by this Agreement and has not remedied such failure or defect within a reasonable time;
 - b. The Supplier, by act or omission, has caused damage to personnel or property of the **GoM** or any third party;
 - c. there is a breach of any other provision of this Agreement; and upon giving such notice the **GoM** may withhold payment accordingly.
- 4.2 Whenever under the Contract, any sum of money that shall be recoverable from or payable by the Supplier, the same amount may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract as a debt.
- 4.3 If any fee or portion thereof payable under this Agreement shall be unpaid **40 days** after receipt of an original invoice in respect of such fee, the Supplier may give notice to the **GoM** requiring the **GoM** to pay such fee or part thereof and if the **GoM** shall fail to comply with such notice the Supplier may terminate this Agreement immediately. Nothing stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.

5. ASSIGNMENT

- 5.1 The GoM shall be entitled to assign the benefit of this Contract or any part thereof and shall give written notice of any assignment to the Supplier.
- 5.2 The Supplier shall not:-
 - 5.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the GoM; or
 - 5.2.2 Subcontract any provision of the Goods or any part thereof to any person without the previous written consent of the GoM which, if given, shall not relieve the Supplier from any liability or obligation under the Contract and the Supplier shall be responsible for the acts, defaults or neglect of any sub-Supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Supplier or its agents or employees.

6. CONFIDENTIALITY

- 6.1 All information, drawings, specifications documents and other data which the GOM may have imparted and may from time to time impart to the Supplier relating to its business, employees,

customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.

- 6.2 The Supplier hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract, disclose the same whether directly or indirectly to any third party without the GOM's prior written consent.

7. GRATUITIES

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

8. BRIBERY AND CORRUPTION

- 8.1 The GoM shall be entitled to determine the Contract and to recover from the Supplier the amount of any loss resulting from such action if:-
- 8.2 The Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the Contract or any other contract with GoM; or
- 8.3 The like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier); or
- 8.4 In relation to any contract with the GOM, the Supplier or person employed by it or acting on its behalf shall:-
- 8.4.1 have committed an offence under the Integrity in Public Office Act No. 2 of 2010. or
- 8.4.2 have given any fee or reward, the receipt of which is an offence under the relevant laws
- 8.5 In the performance of their obligations under or in connection with this Contract the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

9. TERMINATION

- 9.1 The GoM may terminate this Contract in any of the circumstances set out in 9.2 below by giving to the Supplier notice in writing where the Supplier:-
- 9.1.1 Commits a breach of any of its obligations under this Contract;
- 9.1.2 Becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
- 9.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 9.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 9.1.5 Has an administrative receiver appointed;
- 9.1.6 Has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00

9.1.7 Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the GoM may without prejudice to any accrued rights or remedies under this Contract terminate the Contract by giving notice in writing.

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

9.2.1 Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;

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

9.2.3 Be entitled to deduct any losses to the GoM resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the GoM to the Supplier as a debt). Such loss shall include the reasonable cost to the GoM of the time spent by them in terminating of the Contract as aforesaid have been due to the Supplier.

10. WAIVER

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

12. COMPLETE AGREEMENT

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

13. GOVERNING LAW

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

14. FORCE MAJEURE

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

14. NOTICES

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

14.2 A notice shall be delivered as follows:

A. If to the Supplier, to:

Name :

Designation:

Address:

.....

Tel:

Fax:

Email:

B. if to the GOM, to:

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

Tel: (664) 491-2521/2

Fax: (664) 491-6659

Email: mcw@gov.ms

Email: cfergus@gov.ms

15. **CONFIDENTIALITY**

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

16. **MEDITATION AND ARBITRATION**

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

17. **SIGNATURES**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by terms hereof.

Insert names etc.

A. SUPPLIER

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. GOM

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....