

Government of Montserrat

Invitation to Tender

Repairs at Registry & Supreme Court Building



Office of the Deputy Governor

November 2021

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1.0 INTRODUCTION

1.1 Purpose of This Document

This Invitation to Tender is supplied by the Government of Montserrat (GOM) to assist potential Bidders in the preparation and submission of Tenders in connection with the provision of **Repairs at the Registry and Supreme Court Building**.

The information contained herein is confidential and must not be used for any purpose other than that connected with this process.

This ITT contains full details of the procurement process, the minimum level of service to be provided together with the **Evaluation Criteria** that will allow GOM to make an informed selection of the most appropriate solution.

1.2 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.

1.3 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.

1.4 Communications

All communications should, in the first instance, be sent by email to:

Name	Ms. Harjinder Jutle
Title	Head of Procurement
Email	JutleH@gov.ms

1.5 Participation

Tenders must be submitted by, or on behalf of, the proposed provider of the services. No change in the identity or composition of the Bidder (including the identity or composition

Invitation to Tender for Repairs at Registry & Supreme Court Building, Montserrat

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.

Please read instructions to bidders before completing your submission. Failure to follow instructions may result in your bid being deemed non-compliant and being rejected

The key dates for this procurement are currently anticipated to be as follows:

- 1) All dates shown are indicative and are stated for planning purposes only. GOM reserves the right to amend or terminate the procurement procedure or change the timings outlined in this ITT.
- 2) 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.
- 3) Any changes to the procurement timetable shall be published as an Addendum on both websites.

1.6 Contract Term

Contract Award will be made in **December 2021**.

1.7 Authorities

The Authority concerned with this Tender is the GOM. The procurement procedure will be managed in accordance with GOM's Procurement Regulations, a copy of which can be found at www.gov.ms

1.8 Contract Award

GOM will award a contract on the basis of the award criteria detailed within Section 6 below (Evaluation of Bids) of this document, through the Open procedure

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 the Public Procurement Board. Until GoM is satisfied that all necessary approvals are obtained no Contract will be entered into.

2.0 INVITATION TO TENDER

Project Details	Deliverables
Tender for Repairs at the Registry and Supreme Court Building	Date Published on Government of Montserrat Website Monday, 01st November 2021
Access to the ITT Suite of Documents	<p>ITT can be downloaded from the Government of Montserrat website at https://tenders.gov.ms/</p> <p>Electronic tender packs can be downloaded, completed and submitted via the myTenders Portal at https://www.mytenders.co.uk/</p> <p>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</p>
Site Visit (Meet outside Registry Office)	Monday, 08th November 2021 9:30 am
Clarification deadline and contact details	Friday, 12th November 2021
ITT submission deadline	Wednesday, 01st December 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 maybe subject to change	December 2021/2022

3.0 INSTRUCTIONS TO TENDERERS

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.

3.1 General

This Invitation to **Tender for Repairs at the Registry and Supreme Court Building**

3.2 Tender Dossier

Included in this tender dossier are the following:

- 1) Introduction
- 2) Invitation to Tender
- 3) Instructions to Bidders
- 4) Guidance Notes
- 5) Scope of Works
- 6) Evaluation of Tender Criteria
- 7) Form of Tender
- 8) Anti-Collusion Certificate
- 9) Respondents Identification Details
- 10) Tender Document Checklist
- 11) Appendices & Annex
 - Appendix A – General Conditions of Contract
 - Appendix B – Contract Performance Report Template
 - Annex 1 - Bill of Quantities

3.3 Submitting a Tender/Bid

There are two (2) options for submitting a tender:

a) 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.

b) Hard copies can be submitted by hand – Please follow the instructions set out below:

Submitting a hard copy of your tender

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

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

Envelope 1.

Follow the steps written below:

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

Tender for Repairs at the Registry and Supreme Court Building

Invitation to Tender for Repairs at Registry & Supreme Court Building, Montserrat

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 1)

Envelope 2

Continue following the steps below:

Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for Tender return:

Tender for Repairs at the Registry and Supreme Court Building

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, 17:00 UK time.**

Tenderers will be given a receipt.

4.0 GUIDANCE NOTES

1. The Montserrat General Conditions of Contract will be adopted for this Contract. This is attached as **Appendix A**.
2. Tenderers must complete the Form of Tender, Document Check List, and Anti-Collusion Statement. To constitute a compliant Bid, Bidders must submit Priced and Signed Form of Tender, Tender Checklist, Tax Compliance Certificate and all other required documentation in each submission. Failure to fully complete these documents will lead to bids becoming non-compliant and rejected.
3. 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.

4. 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**. 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. Tenders must be returned in line with the instructions for submitting a Tender. **Late submissions will not be considered.**
6. Tenderers are to provide all document(s) or information requested as part of their tender submission.
7. 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.
8. Tenderers are not permitted to submit alternative tenders.
9. The Government of Montserrat is not bound to accept the lowest tenderer and has the right to accept and reject any tender offers.
10. 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.
12. Health and Sanitation

All local health and sanitation requirements must be met at all times. The service provider will adhere to COVID 19 regulation. This shall include the wearing of masks and gloves, as appropriate.

The highest standards of sanitation must be maintained throughout the contract period. In the event any facility receives a negative or sub-standard report from a user or the Environmental Health Department, the service provider must take the necessary steps to address the concerns with immediate effect.
13. 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 and work collaboratively the Department of Environment to ensure success in the undertaking of the Contract in a non-detrimental manner.
14. 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.

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.

15. 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 and 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.

16. Developing the local economy

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

5.0 SCOPE OF WORKS

Repairs at the Registry and Supreme Court Building

Internal and External Repairs on the ground and first floors of the Supreme Courts and Registry Offices on Government Headquarters compound in Brades as per Bill of Quantities (BOQ) at Annex 1.

1. Removing and replacing dilapidated and rusted hurricane shutter fittings, guttering and downpipes, drip strips, ridge caps, flashings, rusted screws and roof sheets to include bat proof insulation and tape
2. Remove and replace roof battens and fascia boards
3. Remove and replace damage/stained internal roof tiles
4. Remove and replace skirting boards
5. Remove and replace windows
6. Remove and replace external wall panels
7. Remove and replace light fixtures
8. Remove and replace doors, door frames, stops and casings
9. Installing new door handle and locks
10. Prepare walls and apply paint to internal and external walls

Interested bidders are asked to note that due to working hours, discussions will be held with the successful bidder to complete the works at suitable times to avoid noise and disruption.

5.1 Bill Of Quantities

The Bill of Quantities is appended at **Annex 1** for completion and return with your submission.

6.0 EVALUATION OF TENDERS

The following evaluation criteria will be used to evaluate Tenders 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 also fulfil the mandatory technical criteria which will be evaluation on pass/fail basis to be qualified for further technical and financial evaluation.

Bidders must achieve a minimum score of 60% of the total technical score to qualify for the financial evaluation and to be considered for award of Contract.

	Criteria Description	Weight (%)
1	Administrative Compliance	PASS/FAIL
<i>Bids that fulfil the above administrative mandatory criteria shall further be evaluated to a total score of 100%</i>		
Technical (50%)		
3	Technical components <ul style="list-style-type: none"> • Method Statement • Implementation/Work Plan • Experience 	40%
4	Delivery Time	10%
Financial Score (50%)		
5	Cost (Price)	50%
TOTAL		<u>100%</u>

6.1 Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested in the ITT. The ITT Checklist in **Section 10** 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 mentioned items are not submitted, then the tender would be deemed **non-compliant** and the submission rejected.

6.2 Technical Components (50%)

(a) Method Statement (.35 points)

This is required to demonstrate that all health and safety issues have been considered so that persons and property are kept safe and secure at all times of the project execution, thus reducing likely hazards of injury or property damage.

This Statement should include, but is not limited to:

- i. Overview of the entity in control of the activity.
- ii. A brief of the individual responsible for the activity.
- iii. A description of the activity.
- iv. A description of how the work will be managed.
- v. The location of the activity, its boundaries, means of access and how it is segregated from other school operations and activities.
- vi. Plant and equipment required.
- vii. Plans to mitigate noise and avoidable school disruptions
- viii. Plans for obtaining power and water needed for renovation works.
- ix. The procedure for changing the proposed method of work if necessary.
- x. A step by step description of the activities to be undertaken.
- xi. Precautions necessary to protect workers, and other people that could be affected, including personal protective equipment and ventilation requirements.
- xii. The need for specially-trained operators for certain activities.
- xiii. Training procedures.
- xiv. Emergency procedures, including the location of emergency equipment.
- xv. The handling and storage of materials and pollution prevention procedures.
- xvi. Temporary works designs and
- xvii. The method for safeguarding existing structures.

(b) Work/Implementation/ Plan: (.35 points)

A detailed description of the plan of action which outlines the use of all resources within the quoted time to deliver the desired project output. This plan should be sufficiently detailed to guide the project at every stage and to provide the assurance that every necessary aspect to deliver the required output, on time and on budget has been considered. Please provide a schedule of the deliverables to complete this assignment.

(c) Experience (.30 points)

All bidders must satisfy the minimum criteria that they have previously successfully completed at least two (2) contracts of \$100,000 or greater. Proof may be in the form of a written submission with details of previous clients' names, addresses, nature and value of the construction undertaken. Bidder must provide the information in the Table outlined in Section 7.

6.3 Delivery Time (10%)

The bidder with the shortest delivery time will be given an appropriate score and all others will be scored comparatively.

6.4 Cost/Price (50%)

The tendered price is a significant component and the GOM will seek to ensure that the works are undertaken at the most economically advantageous tender. Nonetheless the GOM is not bound to accept the lowest or any tender. The

GOM will investigate tenders which it regards as abnormally low. Following investigation, if the tender is determined to be abnormally low it will be rejected. The investigation may consider the bid value in relation to estimates or average of other bidders. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenderers.

6.5 Evaluation Scoring

This scoring methodology will be applied for the evaluation of the technical questionnaire and where possible the evaluation of other technical criteria provided above.

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 Tenderer 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 Tenderer 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 Council is relatively confident that the Tenderer 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 Council has minor concerns regarding the Tenderers 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 Council has major concerns regarding the Tenderers ability to meet the requirements of the Contract. An answer to the question has not been provided or the Tenderer has not understood the requirements of the question and therefore the answer provided does not address the question.	0-1

Any Bidder who achieves an ‘Unacceptable’ score of ‘0’ for any of the criteria will be deemed to have failed to meet the GOM’s minimum acceptable standards and therefore, will not be evaluated further and will not be considered for contract award.

7.0 RESPONDENT'S IDENTIFICATION DETAILS

A	PERSONAL INFORMATION
Business Name-----	Registration number -----
Business address----- -----	
Contact person-----	Position-----
Telephone number-----	Fax number-----
Website-----	Email address:-----&

B	QUESTIONNAIRE (<i>TICK WHERE APPLICABLE</i>)		
1	Your business operates as which one of the following?	<input checked="" type="checkbox"/>	Sole Proprietorship
		<input type="checkbox"/>	Partnership
		<input type="checkbox"/>	Limited Liability
		<input type="checkbox"/>	Others
2	How many years has your business been in operation?	<input type="checkbox"/>	0-1
		<input type="checkbox"/>	1-3
		<input type="checkbox"/>	3-5
		<input type="checkbox"/>	5-10
		<input type="checkbox"/>	10 & Over
3	Number of employees within your business?	<input type="checkbox"/>	1-5
		<input type="checkbox"/>	6-10
		<input type="checkbox"/>	11-15
		<input type="checkbox"/>	16 & Over
4	How many similar contracts has your business successfully completed in the last two (2) years? (Please give details in the Table below)	<input type="checkbox"/>	1-3
		<input type="checkbox"/>	4-6
		<input type="checkbox"/>	7-9
		<input type="checkbox"/>	10 & Over
6	What is the highest sum of any of the contracts completed in the last two (2) years?	<input type="checkbox"/>	\$50,000 - \$100,000
		<input type="checkbox"/>	\$101,000 – \$200,000
		<input type="checkbox"/>	201,000 – \$400,000
		<input type="checkbox"/>	Over \$400,000
7	Has your business failed to complete a contract for a public or private entity?	<input type="checkbox"/>	YES
		<input type="checkbox"/>	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

Invitation to Tender for Repairs at Registry & Supreme Court Building, Montserrat

DETAILS OF SIMILAR CONTRACTS IN THE PAST TWO (2) YEARS

Start Date or Date of Award	Description of Works	Name of Client	Price of Contract	Date Completed

8.0 FORM OF TENDER

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades, Montserrat, MS1110

Dear Sir/Madam

Tender for Repairs at the Registry and Supreme Court Building

Works and General Conditions of Contract for the sum of:

EC\$.....

(words).....

.....

If my/our tender is accepted, I/We undertake to commence the Service within _____ **day(s)** of receiving the official Award Letter and complete the Services within _____ days from the date of receipt of the official order.

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.

I/We confirm that we accept the General Conditions of Contract attached herein.

Name

Signed.....

Name of Company.....

Address

Tel. number

Email address

Date.....

9.0

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.....

TELEPHONE No..... FAX No

10.0 TENDER DOCUMENT CHECKLIST

Project Title: **TENDER FOR REPAIRS AT THE REGISTRY AND SUPREME COURT BUILDING**

Date published: Monday, 01st November 2021
Site Visit Monday, 08th November 2021 - 9:30 am
Clarification Deadline: Friday, 12th November 2021
Tender Deadline Date: Wednesday, 01st December, 2021
Tender Deadline Time: **12.00 midday Eastern Caribbean time, 16.00 UK time**

Below are the following documents that should be provided for a service provider'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.

- 1. Signed Form of Tender (**Section 8**)
- 2. Tax Compliance Certificate (**if bidder is a local company**)
- 3. Signed Anti-Collusion Statement (**Section 9**)
- 4. Details of Experience (**similar Contracts in past two (2) years**)
- 5. Respondents Identification Details
- 6. Completed Bill of Quantities (**Annex 1**)
- 7. Work Plan
- 8. Method Statement
- 9. Cost (Price) Proposal

.....
Signed on behalf of Contractor

.....
Date

APPENDIX A

GOVERNMENT OF MONTSERRAT (GOM)

GENERAL CONTRACT CONDITIONS

Repairs at the Registry and Supreme Court Building

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 Office of the Deputy Governor (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/Service Provider including all specifications and Terms of Reference; and in which, inter alia, the tender instructions, scope of works along with the outcomes, deliverables and considerations are clearly stipulated, and other documents which may be incorporated or referred to herein;

The Contracting Authority (CA) means the Ministry of Education of the Government of Montserrat.

The Service Provider means the company/ companies/ individual that is responsible for carrying out the requirements of the contract, that is, for the **Repairs at the Registry and Supreme Court Building**.

The Administrator or CA means the duly authorized 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 Service Provider. The Administrator shall have final authority for acceptance of the **Service Providers** performance, and if satisfactory, shall initiate the process for approval of payment to the **Service Provider**. No payment shall be made without such approval.

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

The Specification means the GOM's requirements for the **Repairs at the Registry and Supreme Court Building**. as described in this document.

2. VARIATIONS OF CONDITIONS

The contract 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 Service Provider 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 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 Service Provider under the terms of this Contract, the **GOM** will pay the fees as outlined within 10 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 Service Provider 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 Service provider, 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 Service Provider, the same may be deducted from any sum then due or which at any time thereafter may become due to the Service Provider 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 20 working days after receipt of an original invoice in respect of such fee the Service Provider 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 Service Provider may terminate or suspend this Contract immediately. Nothing stated in this

provision shall operate to impair the right of the Service provider to recover any such fee in any other manner.

5. INDEMNITY AND INSURANCE

5.1 Without prejudice to its liability for breach of any of its obligations under the Contract, the Service Provider 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 Service Provider, 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 Service Provider 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 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 service provider 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 service provider to pay having regard to the service provider's responsibility for the same and on the basis that:

a) all other parties appointed or to be appointed by the GoM to perform related services in connection with the Contract shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the GoM 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 GoM for the loss or damage in any way which may be prejudicial to the Service Provider's liability under this clause

6. INSURANCE

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

6.2 The Service Provider 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 Service provider.
- 7.2 The Service Provider 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 Service Provider from any liability or obligation under the Contract and the Service Provider shall be responsible for the acts, defaults, or neglect of any sub-service supplier or his agents or employees in all respects as if it were the acts, defaults or neglect of the Service Provider 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 Service Provider 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. The Service Provider 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 Service Provider shall not seek to acquire any such information outside of the performance of its duties under this Contract.
- 8.2 The Service Provider 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 Clause 8 shall expire two (2) years after the termination of the Contract.

9. BRIBERY AND CORRUPTION

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

- 9.1 Any party 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 Service Provider 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 Service Provider notice in writing where the Service Provider;-
- 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 GoM to the Service provider, the Service Provider fails to remedy such breach within 14 days of the notice then the GoM 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 Service Provider;

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 Service Provider 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 Service Provider.

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

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

Invitation to Tender for Repairs at Registry & Supreme Court Building, Montserrat

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.

A notice shall be delivered as follows:

A. If to the Service Provider, to:

Name _____

Designation _____

Address _____

Tel: No _____

Fax _____

Email _____

B. If to the GOM, to:

Mrs Lyndell Simpson
Honourable Deputy Governor
Montserrat
Tel: (664) 491-9202
Email: simpsonl@gov.ms

16. MEDIATION AND ARBITRATION

If a dispute arises under this Contract, the parties agree that they would first exhaust the provisions outlined in sections 46, 47 and 48 of the Public Finance (Management and Accountability) Procurement regulations 2012. If the parties fail to come to an amicable resolution through the provisions outlined above, 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.

17. SIGNATURES

17.1 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. SERVICE PROVIDER

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. GOM

Name: Mrs Lyndell Simpson

Designation: Honourable Deputy Governor

Signature.....

Witness Name.....

Designation.....

Signature.....

SCHEDULE 1

Terms and Conditions

- I. **GOM** may at any time by a written notice modify the deliverables described in Schedule. 2 and promptly upon receipt of such modification the **Contractor** shall within 7 days either advise that the change will not affect its costs or cause a delay in providing the deliverables, or furnish a breakdown of estimated changes in costs or delay in the deliverables attributable thereto. Upon receipt of the breakdown by **GOM** any changes necessary to the other terms and conditions of the agreement shall promptly be negotiated by the parties and incorporated in an amendment to this contract. The **Contractor's** failure to advise of any such changes or delays shall constitute the **Contractor's** consent to the modification without adjustment to the other terms and conditions of this agreement.

- II. As full consideration for the deconstruction and disposal of all building materials derived from the deconstruction by the **CONTRACTOR**, under the terms of this agreement, the **GOM** will pay the fees as outlined in Schedule 2, payable against original invoices delivered to the **GOM** at its headquarters by the **CONTRACTOR**, provided that GOM may give notice of its intention not to pay such fee where:
 - (a) The **CONTRACTOR** has failed to carry out services/provide the deliverables, or has defectively carried out services/provided deliverables required by this Agreement to be carried out and has not remedied such failure or defect within a reasonable time;
 - (b) The **CONTRACTOR**, 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 stop the Contractor from carrying out further services and claim damages and compensation where possible.

- III. The **GOM** shall have the right, at its expense, to have a representative of the **GOM** inspect such records and invoices of the **CONTRACTOR** as are necessary to verify the **CONTRACTOR's** performance and all expenses submitted pursuant to this Agreement and the **CONTRACTOR** shall make such records and invoices available for inspection during normal business hours at the **GOM** Headquarters.

- IV. All records related to this Agreement at any time in the possession of the **CONTRACTOR** shall be retained for a period of three (3) months after the termination of this Agreement. Records relating to any claim arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by the GOM, shall be retained by the **CONTRACTOR** until the claim has been resolved.

- V. The **CONTRACTOR** shall not remove any material, goods or equipment purchased by the **GOM** and furnished to the **CONTRACTOR** to facilitate the performance of its obligations under this contract without the prior written consent of the Administrator.

- VI. The **CONTRACTOR** 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 **CONTRACTOR** shall not seek to acquire any such information outside of the performance of its/his duties under this Agreement.
- VII. (a) The **Contractor** shall not assign or sub-contract any of its rights or duties under this Agreement without the prior written consent of the **GOM**, such consent not to be unreasonably withheld.
- (b) The **Contractor** retains full and complete responsibility for every aspect of the Works and deliverables including any aspect which might be sub-contracted or assigned to another person under clause VII (a), including the duty to ensure that any such part of the Works or deliverables are completed in a good and workmanlike manner, with sound materials and in conformity in all respects with the documents and at all times and in every respect in compliance with the Building Codes of Montserrat and all the applicable laws.
- (c) The **Contractor** shall respond to any reasonable query from **GOM** regarding the quality and quantity of materials procured by him/it for use in the Works and deliverables and shall provide **GOM** with satisfactory evidence of his/its compliance with the agreed specifications periodically/monthly/quarterly during the deconstruction of the Works and within Seven days of completion.
- (d) The **Contractor** shall procure and supply all materials required and described in the priced Bill of Quantities, specifications, tender circular, addenda and contract and shall ensure that those materials are used in deconstruction of the Works and provision of the deliverables.
- VIII. The **Contractor** agrees to undertake and complete deconstruction works to the said building, porch, walkway and all Works described in the Specifications, the tender documents and all tender circulars and addenda.
- IX. The **Contractor** and **GOM** agree that they will each have the respective obligations under this agreement as outlined in **Schedule 3**.
- a. The **Contractor** agrees to indemnify, and keep the **GOM** indemnified, from and against any and all loss, damage, expense, liability, claim or proceedings (whether criminal or civil) suffered by **GOM's** agents, servants or third parties, including any legal fees and costs incurred, resulting from a breach of this Agreement by the **Contractor** and/or arising in connection with the performance of this agreement by the **Contractor** or arising out of or in the course of or caused by the carrying out of the Works:
- i. in respect of personal injury to or death of any person; or
- ii. in respect of any damage whatsoever to any property real or personal due to any negligence, omission and default of the **Contractor**.

- accidents
the
- b. The **Contractor** agrees to indemnify **GOM** in respect of claims from anyone suffering damage to their equipment or property or accidents anyone suffering damage to their equipment or property, or suffered by their employees, agents or third parties, resulting from Contractor's actions.
- X. The **Contractor** shall produce such evidence as **GOM** may reasonably require that the insurances referred to in the form of tender have been taken out and are in force from commencement of works until project completion.
- XI. The **Contractor** shall ensure that suitable systems for controlling traffic and pedestrian movements are discussed with the Traffic Commissioner and implemented during its operations to minimize any delays to road users.
- XII. The parties agree that a warranty period of 3 months is part of the agreement, during which time the **Contractor** bears full responsibility for the deconstruction of the building and restoration of the worksite, execution maintenance of the works and any repair or correction which becomes necessary due to the failure and incorrect performance of the Contractor.
- XIII. The **Contractor** shall notify **GOM** in writing of his/its completion of the Works. The Deconstruction/Site supervisor shall certify the date when in his opinion, the Works have reached practical completion. This date shall be the date of commencement of the warranty period.
- XIV. The **Contractor** shall pay to **GOM** a penalty of 1% of the contract price a day, for every day the completion of the Works is overdue.
- XV. The parties agree that a dispute relating to the agreement shall be determined by a Mediator. Any party may request that a Mediator be appointed. The parties shall try to agree a single Mediator by whom the matter shall be determined. The Mediator once appointed shall specify a reasonable time and date for submissions, and information by each party. The parties shall cooperate with the Mediator and with such enquiries that he/she may deem necessary. No confidential information supplied to the Mediator shall be disclosed to any third party. The Mediator may set out his/her own procedure and be entitled to award financial damages or to order the performance or prohibition of any act as he/she deems fit. In the event agreement cannot be reached clause 23 condition of contract shall apply.
- XVI. a) The **Contractor** shall receive one complete original of this agreement.
b) Subsequent to the commencement of the agreement, the **Contractor** shall receive a copy of all additions to and amendments to the Specifications.
- XVII. a) If, before the date for practical completion, the **Contractor** shall make a default in any one or more of the following respects:

- (i) Without reasonable cause he/it wholly or substantially suspends the carrying out of the Works, or
- (ii) He/it fails to proceed regularly or diligently with the Works, or

(iii) He/it refuses or neglects to comply with a written notice/instruction given by the Construction/Site supervisor and by such refusal or neglect the works are materially and adversely affected.

The Construction/Site supervisor may give to the **Contractor** a notice specifying the default or defaults.

(b) If the **Contractor** continues with the default for 14 days from the issue of the notice under the agreement **GOM** may by a further notice to the **Contractor** terminate this agreement. Such termination shall take effect on the date of receipt of such further notice.

(c) **GOM** shall not issue a notice of termination unreasonably or vexatiously.

(d) The Construction/Site supervisor shall determine the amount due to the **Contractor** which shall include loss, damage or expenses incurred by **GOM** as a direct consequence of the termination. A final payment certificate will be prepared by the Construction/Site supervisor.

(e) If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more:

(i) Force majeure, or

(ii) The deconstruction/Site supervisor's instruction to the **Contractor** or **GOM** may upon expiry of the period of the suspension give notice to the other party that unless suspension is terminated within 7 days after the receipt of such notice, **GOM** shall pay to the **Contractor** the total value of the Works properly executed at the date of termination of this agreement, such value ascertained in accordance with the conditions as if the agreement had not been terminated.

(f) A party shall not issue a notice of termination unreasonably or veraciously.

XIII. The deconstruction/Site supervisor may issue instructions on behalf of **GOM**, with regard to the postponement of any or all the Works to be executed under this contract.

XIX. 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.

XX. 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.

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

XXII. (a) 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.

(b) A party that is delayed in meeting or that fails to perform its obligation under this agreement because of Force Majeure, shall have no liability to the other for such delay or failure to perform. Both parties shall use reasonable endeavours to mitigate as far as possible, the effects of the Force Majeure event.

(c) If one party is prevented from or delayed in performing its obligations under this agreement as a result of Force Majeure, the other party shall be released to the equivalent extent from its obligation in relation to that particular Force Majeure event.

XXIII. Any notice or other document required to be given under this agreement or any communication between the parties with respect to any of the provisions of this Agreement shall be in writing and may be sent by electronic mail to the correct email 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.

a. A notice shall be delivered as follows:

(i) If to **GOM**, to:

Mrs Lyndell Greer
Hon Deputy Governor
Montserrat
Email: greerl@gov.ms

(ii) If to the Contractor, to:

.....

In proving the giving of a notice, it shall be sufficient to prove respectively that the notice was left at the relevant party's address or that the envelope containing the notice was properly addressed and dispatched or dispatch of any electronic transmission used was confirmed.

APPENDIX B

Ministry of Communication, Works, Labour & Energy							
CONTRACT PERFORMANCE REPORT							
GoM Contract Ref			Department			Document Ref. No.	
MODG			Office of the Deputy Governor			ODG	
Service/Item Code			Contractor & VDB No (if known)				
Repairs to Registry/Supreme Court Offices							
Delivery Point / Project Location			Project & Contract Title				
Government Headquarters			Repairs to Registry/Supreme Court Offices				
Project Executing Officer			Project Assessing Officer			Assessment Grade	
						#DIV/0!	
Initial Project Objective			Project Objective Achieved			Variations Agreed	Remark No.
Scope			Scope				
No.	Deliverables	Quantity	No	Deliverables	Quantity		
1		1	1		0		
2		1	2		0		
3		1	3		0		
4		1	4		0	NA	
Quality			Quality				
1		0	1		0	NA	
2		0	2		0	NA	
3		0	3		0	NA	
4			4				
Project Non-Conformances		0	Project Non-Conformances		0	NA	
Project Value (\$XCD)		\$ -	Project Value (\$XCD)		\$ -	NA	
Programme Time (weeks)		5	Programme Time (weeks)		5	NA	
PROJECT CLOSE OUT REPORT							
Signed (Project Assessing Officer) 1 - 0.75 = VERY GOOD PERFORMANCE 0.74 - 0.5 GOOD PERFORMANCE 0.49 - 0.25 POOR PERFORMANCE 0.24 - 0.1 VERY POOR PERFORMANCE							
Signed (Project Assessing Officer)						Date:	