



MINISTRY OF COMMUNICATIONS, WORKS & LABOUR

P O BOX 344, BRADES, MONTSERRAT, W I

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

January 29th, 2014

Dear Sir/Madam,

Re: Tender for the Supply and Installation of Close Circuit Television (CCTV) Security surveillance cameras and accessories for and at the John A. Osborne Airport.

You are invited to submit a tender for the above captioned project. Included are the tender documents consisting of:

1. Instruction to Tenderers
2. Scope
3. Background
4. Equipment Required
5. Form of Tender
6. Bill of Quantities
7. Form of Agreement

Please return a complete document of the priced and signed Form of Tender and Bill of Quantities address to The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Government Headquarters, Brades, Montserrat to be received no later than **2:00p.m on Wednesday February 5th 2014**. The name of the project, that is, "Tender for the Supply and Installation of Close Circuit Television (CCTV) Security surveillance cameras and accessories for and at the John A. Osborne Airport" should be clearly written in the top right hand corner of the envelope. Please ensure that no additional marks are placed on the envelope.

For guidance, clarification and additional information pertaining to this project, please contact Mr. Denzil Jones, Airport Manager on telephone number 1-664-491-6218. Alternatively, Mr Jones may be contacted by email at jonesd@gov.ms or Chief Security Officer, Mrs. Daniele James at silcotts@gov.ms.

Yours faithfully,


.....
Beverley Mendes
Permanent Secretary,
Ministry of Communications, Works and Labour

Instructions to Tenderers

1. The Montserrat General Conditions of Contract will be adopted for this contract.
2. Bidders must complete the **Form of Tender, Document Check list and Bill of Quantities** for the works. Failure to fully complete these documents will lead to their bid becoming non-compliant and rejected.
3. **The bidder must submit a Tax Compliance Certificate from Inland Revenue along with their tender, if locally based. If not locally based bidders must make provision for a 20 percent withholding tax on contract payments.**
4. All works undertaken will be the subject of taxation in accordance with the current legislation of Montserrat.
5. Tenders should be returned and sealed in an envelope, no later than **2:00p.m on Wednesday February 5th 2014** addressed to **The Chairperson, Public Procurement Board, Ministry of Finance and Economic Management, Government Headquarters, Brades, Montserrat.** The following should be placed in the top right hand corner of the envelope, **“Tender for the Supply and Installation of Close Circuit Television (CCTV) Security surveillance cameras and accessories for and at the John A. Osborne Airport”.** Tenders should not have any additional marks on the envelope. **Late tenders will not be considered.**
6. The Employer is not bound to accept the lowest bidder and has the right to accept and reject any tender offers.
7. Bidders are not allowed to submit alternative or multiple tenders.
8. All tenders will be arithmetically checked and errors will be brought to the attention of the bidder. The fee rates supplied would be the basis for the arithmetical correction and would be the determining factor for any queries about the corrected price.
9. Tenders will be evaluated by weighing technical quality against price on an 80/20 basis.
10. Tenders must be submitted exclusively in English to the Ministry of Finance and Economic Management, Government Headquarters, Brades, Montserrat. Tenders submitted by any other means will not be considered. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. All written communications for this tender and contract must be in English.
11. Tenderers must submit with their tender proposal for training of staff in the use of the equipment.
12. Tenderers must provide a detailed statement of length of warranty on the equipment.
13. Tenderers must provide the Government of Montserrat with all user manuals and other operating instructions which are supplied with the equipment.

BACKGROUND

This project seeks to correct a deficiency in relation to the security of the John A. Osborne Airport and its immediate environs, and with specific reference to activities that are conducted in the critical and sensitive areas of the airport. The successful and on-time completion of this project will assist airport management in the area of compliance with the relevant regulatory standards and requirements. Civil Aviation Security in Montserrat is regulated by the United Kingdom Department for Transport.

Based upon an in-house assessment, a minimum of 37 CCTV cameras is needed for full coverage, although, based upon the level of funding that is available, that number may be reduced in order to ensure at least that the ultra-sensitive areas are covered. The additional cameras must be compatible with the four (4) AXIS 215 PTZ 60 Hz network CCTV cameras, which are in stock. These CCTV cameras are expected to work in conjunction with the existing or acquired (if that becomes necessary) PCs or Laptops (computers or monitors) for which a selected group of officers will be given discrete passwords. The specifications of the existing computers are as follows:-

Processor: Intel ® Core ™ 2 DUO CPU P8700 @ 2.53 GHz 5.54 Ghz
Ram: 4.00GB
System Type: Windows 7 64-bits Operating System

Processor: Intel ® Core ™ i3-3220 CPU @ 3.30GHz 3.30 GHz
Ram: 4.00GB (3.89GB usable)
System Type: Windows 7 64-bits Operating System

SCOPE OF WORKS

The Ministry of Communications, Works and Labour invites tenders from suitably qualified service providers for the supply and installation of Close Circuit Television (CCTV) security surveillance cameras and accessories for and at the John A. Osborne Airport.

EQUIPMENT REQUIREMENTS

1. High quality equipment from reputable brands and compatible with the AXIS 215 PTZ 60 Hz Network CCTV camera.
2. Equipment and accessories must be compatible with existing PCs and Laptops and monitors.
3. Equipment must be user friendly.
4. Equipment that requires little or no maintenance.
5. Equipment must be multi -functional with network capability.
6. Equipment must be able to pan, tilt and zoom with night vision and infrared capability.
7. Equipment must have low cost energy consumption capability.

8. Equipment must have the capability to record or recapture “footage” of images etc, for us to be able to look at “what transpired” at any point in time.

9. Equipment must have the capability for easy upgrade and replacement.

AREAS TO BE COVERED

- Departure Lounge
- Arrival Area (Immigration and Customs Hall)
- Apron
- Baggage Holding Area, that is, the screening and baggage search areas
- Waiting/Check in /Immigration Area
- Runway
- Equipment Room that houses the secondary power generator and communication equipment
- Control Tower
- Administration Offices and Fire Station and their immediate environs including the perimeter
- Front of the Airport Terminal Building, Public Car Park, Taxi Stand and the upstairs waving gallery.

AFTER SALES SERVICE AND REFERENCES

The proposals or bids must provide confirmation of the ability to provide reliable after sales service in order to ensure minimum equipment downtime. The annual cost of this must be detailed. Tenderers should provide a list of at least three customers with whom they have had service contracts for a minimum of two years.

TRAINING AND CERTIFICATION

Tenderers should ensure that their proposals provide confirmation that all users of the equipment will be trained in their operation and become certified users.

WARRANTY AND DEFECT RECTIFICATION

Each tenderer or bidder should propose the level and extent of warranty, in the interest of the client, the Government of Montserrat that would be associated to the quality of the works to be undertaken. The period of defect rectification, for which the contractor will be responsible, will begin at the end of the project and will run for a minimum period of one year.

PAYMENT:

The proposals or bids should include the suggested terms of payment for the consideration of the Public Procurement Board. A full breakdown of all costs must be given in relation to the

work to be undertaken in this project; which includes the supply and installation of the requisite equipment and training cost.

FORM OF TENDER

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Government Headquarters
Brades
Montserrat

Dear Sir/Madam,

Tender for the Supply and Installation of Close Circuit Television (CCTV) Security surveillance cameras and accessories for and at the John A. Osborne Airport.

I/We the undersigned undertake to supply and install close circuit television cameras and complete the above captioned Works in accordance with the General Conditions of Contract, Specifications and Drawings for the sum of:
EC\$

.....
(words).....
.....
.....

If my/our tender is accepted, I/We undertake to commence the Works within ____ week from the date of receipt by me/us of the official order and complete the works within ____ weeks from the date of receipt by me/us of the official order.

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

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

Name.....

Signed.....

Name of firm (If Applicable)

Address.....

.....

Tel. nr.....

Fax nr.....

Email Address

Date.....

BILL OF QUANTITIES

ITEM	DESCRIPTION	UNITS	QUANTITY	RATE EC\$	TOTAL EC\$
1.00	Preliminaries				
1.01	Include for necessary mobilization and transportation cost associated with the installation of the CCTV cameras.	Item			
2.00	Closed Circuit Television Cameras				
2.01	Source and supply closed circuit television (CCTV) cameras to cover areas in and around the J A Osborne Airport. Cameras must be compatible with existing AXIS 215 PTZ 60 Hz network CCTV cameras. In addition, cameras must have the capability to pan, tilt and zoom (PTZ) and have night vision and infrared capabilities.	No.	37		
2.02	Carry out installation of CCTV cameras at the various areas at and around the airport as stated in the document. Cost should include for the necessary equipment to complete the task of the installation and to conduct full functionality tests.	No.	37		
2.03	Provide training and certification to all necessary staff in the operation and minimal maintenance of the CCTV cameras and the network system.	Item			
2.04	Source and supply a monitor (Minimum of a 20in) to be placed in the security office in the terminal building. Include for the necessary connections and installation of the monitor.	No.	1		
	Total Value				

GOVERNMENT OF MONTSERRAT (GOM)

**GENERAL CONTRACT CONDITIONS FOR SUPPLYING AND INSTALLATION OF CCTV
CAMERAS**

This Agreement is made the..... day of..... **2014** 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 Supplier**") of the other part.

1. INTERPRETATION:

1.1. In these conditions:-

The Contract means the agreement concluded between the **GOM** and the Supplier including all specifications, Terms of Reference and other documents which may be incorporated or referred to herein;

The Purchaser means **GOM**.

The Supplier means the company/ companies/ individual that will have responsible for supplying and installing the CCTV camera network.

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 Supplier. The Administrator shall have final authority for acceptance of the **Suppliers** 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.

The Works refers to the entire performance of the contract

The Specification means the **GOM's** requirements for the supply and installation of the CCTV network, the details of which have been provided to the Supplier.

2. VARIATIONS OF CONDITIONS:

The **Works** shall be carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements

shall be made unless agreed in writing between the parties and incorporated into this agreement.

3 NON-DELIVERY:

Without prejudice to any other right or remedy, should the Supplier not perform the Contract 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 procure services of the same or similar description from another Supplier to make good such default; and,
- 3.2 The **GOM** shall recover from the Supplier any sum or sums paid to the Supplier in respect of the services. Also, the **GOM** shall be able to recover from the supplier any increased costs resulting from obtaining supplies from an alternative supplier.

4 PAYMENT:

- 4.1 As full consideration for the services performed by the Supplier under the terms of this 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 inadequately carried out services required by this Agreement to be carried out and has not remedied such failure or deficiency within a reasonable time;
 - b. The Supplier, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
 - c. there is a breach of any other provision of this Agreement and upon giving such notice the **GOM** may withhold payment accordingly.
- 4.2 **GOM**, whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract as a debt.
- 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 INDEMNITY AND INSURANCE:

- 5.1 Without prejudice to its liability for breach of any of its obligations under the Contract, the

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

- 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
- 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligence or omission in the performance of the Contract by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.

6 INSURANCE:

- 6.1 The Supplier shall insure against its full liability under this Contract.
- 6.2 The Supplier shall produce to **GOM**, upon request, documentary evidence that insurance is properly maintained.

7 ASSIGNMENT:

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

8 CONFIDENTIALITY:

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

9 BRIBERY AND CORRUPTION:

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:-

- 9.1 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 the **GOM**; or
- 9.2 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
- 9.3 In relation to any contract with the **GOM** the Supplier or person employed by it or acting on its behalf shall:-
 - 9.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
 - 9.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.

10 TERMINATION:

- 10.1 The **GOM** may terminate this Contract in any of the circumstances set out in 10.2 below by giving to the Supplier notice in writing where the Supplier;-
 - 10.1.1 commits a breach of any of its obligations under this Contract;
 - 10.1.2 becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
 - 10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
 - 10.1.4 has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
 - 10.1.5 has an administrative receiver appointed;
 - 10.1.6 has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00
 - 10.1.7 Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the **GOM** may without prejudice to any

accrued rights or remedies under this Contract, terminate the Contract by giving notice in writing.

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

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

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

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

11. WAIVER:

11.1 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this 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:

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.

13. GOVERNING LAW

13.1 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.

16. NOTICES

16.1 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.

16.2 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:

Beverley Mendes
Permanent Secretary
Ministry of Communications, Works and Labour
Brades
Montserrat

Tel: (664) 491-2521 or 2522
Fax: (664) 491-6659
Email: mcw@gov.ms
Email: mendesb@gov.ms

17. CONFIDENTIALITY

17.1 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.

18. MEDIATION AND ARBITRATION

18.1 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.

19. SIGNATURES

19.1 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 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.....