

**Department of Information Technology and  
E-Government Services  
(DITES)**

**Tender for the Supply of one (1) Back-up Generator for  
the Government of Montserrat Data Centre & DITES  
Office**

February 2015



## Cabinet Secretariat

P.O. Box 292, Government Headquarters, Brades, Montserrat, MSR 1110

Tel: (664) 491 2066/2557, Fax: (664) 491 4632,

Email: [cabsec@gov.ms](mailto:cabsec@gov.ms)

26 February 2015

Ref: CS 7/4/1

Dear Sir/Madam,

**Re: Tender for the Supply of one (1) Back-up Diesel Generator for the Government of Montserrat Data Centre and DITES office.**

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

1. Background
2. Instruction to Tenderers
3. Document Check List
4. Form of Tender
5. Bill of Quantities
6. Form of Agreement

Please return a complete document of the priced and signed Form of Tender, Bill of Quantities, Completed Document Check List and a copy of your **tax compliance certificate (if locally based)**. These should be placed in an inner envelope and addressed to **The Chairperson, Departmental Tender Committee, Cabinet Secretariat, Government Headquarters, Brades, MSR1110, Montserrat**. The name of the project should also be written on this inner envelope and should read, **"Tender for the Supply of one (1) Back-up Diesel Generator for the Government of Montserrat Data Centre and DITES Office"**. The name of the tenderer should also be written on the inner envelope. The inner envelope should be placed in an outer envelope addressed to **The Chairperson, Departmental Tender Committee, Cabinet Secretariat, Government Headquarters, Brades, MSR1110, Montserrat**. The name of the project should also be written on this outer envelope and should read, **"Tender for the Supply of one (1) Back-up Diesel Generator for the Government of Montserrat Data Centre and DITES Office"**. The outer envelope should bear no identification of the tenderer. Tenders are to be received no later than **2:00p.m on Wednesday March 18<sup>th</sup> 2015**. Please ensure that no additional marks are placed on the outer envelope.

For guidance, clarification and any additional information pertaining to this project, please contact Mr Denzil West, Director DITES on telephone number 1-664-491-7379 or email: [westd@gov.ms](mailto:westd@gov.ms).

Angela Estwick  
Cabinet Secretary (Ag)  
Cabinet Secretariat



## **BACKGROUND**

The purpose of this project is to provide a redundant supply of electricity to the Government of Montserrat (GoM) Data Center located at the DITES office at Government Headquarters in Brades. The GoM Data Center is expected to remain online and available all day every day.

The Department of Information Technology and E-Government Services (DITES) operates a Server Room which is the main Data Center for the Government of Montserrat. All major Government IT services and Applications are housed in this data center; to include GoM Email Servers, GoM Data Storage Servers, Voice over IP Phone System (*interruption of the VoIP PBX affects telephone communication for DITES, Office of the Premier, Ministry of FINANCE, CABSEC, MCRS and Internal Audit departments*) Internet Access for all Government departments and the Montserrat Volcano Observatory, Smart Stream (*the main application for GoM Financials, HR and Payroll*), ASYCUDA (*customs data processing*) and several other databases used by government departments that are located both on and off the main GoM Headquarters Campus in Brades. A shutdown of the DITES Data Center therefore has far reaching impacts beyond the GHQ Campus in Brades, and adversely impacts services all across GoM.

## **PROJECT RATIONALE**

It has become necessary for DITES to review the provisions for Generator backup power for the DITES Server room which is the main GoM Data Center. Over the past few months, the main generator on the GoM compound has proven to be extremely unreliable in providing consistent power backup in the event of loss of power from the MUL Main power supply. As a result, the DITES data center has had an unacceptable number of unscheduled managed and unmanaged shut downs.

The unplanned shut down of the data center is a major concern not only from the standpoint of inconvenience and interruption of GoM services, but more importantly from the standpoint of potential damage to expensive equipment and the attendant possibility of major data loss.

There is well over a million dollars' worth of equipment to include Servers, Routers, Switches and VoIP PBX in the data center. While there is battery backup for the equipment to remain online for about 20 minutes, the absence of Air Conditioning in the room during period of mains power outage could lead to serious overheating issues with the servers and other equipment.

DITES proposes to address this problem with the installation of a Diesel Generator to provide secondary backup power to the GoM Data Center and DITES Office.

## Instructions to Tenderers

1. The contract conditions adopted for this project will be the Montserrat General Conditions of Contract.
2. Tenderers are to complete the **Form of Tender, Document Check list** and **Bill of Quantities** for the works. Failure to fully complete these documents may 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.**
4. All works undertaken will be the subject of taxation in accordance with the current legislation of Montserrat.
5. Tenders and all supporting documents should be enclosed in an inner envelope duly sealed and bearing the words, **“Tender for the Supply of one (1) Back-up Diesel Generator for the Government of Montserrat Data Centre and DITES Office”**. The inner envelope should be addressed to **The Chairperson, Departmental Tender Committee, Cabinet Secretariat, Government Headquarters, Brades, MSR1110, Montserrat**. The name of the tenderer should also be written on the inner envelope. The inner envelope should be placed in an outer envelope addressed to **The Chairperson, Departmental Tender Committee, Cabinet Secretariat, Government Headquarters, Brades, MSR1110, Montserrat**. The name of the project should also be written on this outer envelope and should read, **“Tender for the Supply of one (1) Back-up Diesel Generator for the Government of Montserrat Data Centre and DITES Office”**. The outer envelope should bear no identification of the tenderer. Tenders are to be received no later than **2:00p.m** on **Wednesday March 18<sup>th</sup> 2015**. Please ensure that no additional marks are placed on the outer envelope. **Late tenders will not be considered.**
6. The Employer is not bound to accept the lowest tender and has the right to accept and reject any tender.
7. Tenderers are not allowed to submit alternative tenders.
8. Tenderers are requested to submit **three (3) copies** of the tender submission.
9. 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.
10. Along with the Generator, Tenderers are asked to supply spare parts for the first year of operation. The Generator should conform with normal American or European standards.
11. Tenders will be evaluated by weighing technical quality against price on a ratio of 60/40 basis.



12. Tenders must be submitted exclusively in English to the Departmental Tenders Committee of the Cabinet Secretariat, Government Headquarters, Brades, Montserrat. Tenders submitted in any other language will not be considered unless the English translation is provided
13. 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.
14. Tenderers **must** submit with their tender the cost for one year's supply of spare parts. These are service parts that will be needed for the general maintenance of the Generator within the first year of operation.
15. Tenderers **must** provide a detailed statement of length of warranty on the equipment.
16. Tenderers **must** provide the Government of Montserrat with all user manuals and other operating instructions which are supplied with the equipment. These must be provided in English.

# FORM OF TENDER

The Chairperson  
Department Tenders Committee  
Cabinet Secretariat  
Government Headquarters  
Brades  
Montserrat

Dear Sir/Madam,

**Re: Tender for the Supply of one (1) Back-up Diesel Generator for the Government of Montserrat Data Centre and DITES Office".**

I/We the undersigned undertake to Supply the above Equipment in accordance with the General Conditions of Contract, Specifications and Instructions 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**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>RATE EC</b>	<b>TOTAL EC</b>
1	One Back-up Generator - Standby Generator 75KVA 3 Phase 400/230 Volts 60Hz In a Sound Attenuated and Weather Protective Enclosure  With an Automatic Transfer Switch 150A 400V 3 Poles 60 Hz	1	-	
2	Spare Parts for one year	One years supply	-	

## **GOVERNMENT OF MONTSERRAT (GOM)**

### **GENERAL CONTRACT CONDITIONS FOR THE SUPPLY OF ONE (1) BACK-UP GENERATOR FOR THE GOVERNMENT OF MONTSERRAT DATA CENTRE AND DITES OFFICE**

This Agreement is made the..... day of..... 2015 between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Cabinet Secretary, Cabinet Secretariat, (hereinafter referred to as "**GOM**") of the one part and (supplier's company) ....., whose address is ..... acting herein and represented by (name of representative) ..... (hereinafter referred to as "**the Supplier**") of the other part.

## **1. INTERPRETATION**

### **1.1. In these conditions:-**

**The Contract** means the agreement concluded between the **GOM** and the Supplier including all specifications which are described in the Bill of Quantities that is attached hereto and in which, inter alia, the tender instructions along with the outcomes, deliverables and considerations are clearly stipulated, and other documents which may be incorporated or referred to herein;

**The Purchaser** means **GOM**.

**The Supplier** means the company/ companies/ individuals that have responsibility for supplying the Back-up Generator and Spare Parts.

**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.

Where referred to in the contract as "Services" means all work which the Supplier is required to undertake in the performance of this contract.

**The Specification** means the **GOM's** requirements for the supply of the Back-up Generator, the details of which have been provided to the Supplier.



## 2. VARIATIONS OF CONDITIONS

The supply of the Back-up Generator shall be as specified in the Bill of Quantities and carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this agreement.

## 3 NON-DELIVERY

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

- 4.1 As full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the fees as outlined within 30 days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier, provided that **GOM** give notice in writing of its intention not to pay such fee and provide the relevant reason where:
  - a. The Supplier has failed to carry out services, or has inadequately carried out services required by this Contract to be carried out and has not remedied such failure or deficiency within a reasonable time;
  - b. The Supplier, by act or omission has caused damage to personnel or property of the **GOM** or any third party;
  - c. there is a breach of any other provision of this Contract; and upon giving such notice the **GOM** may withhold payment accordingly.
- 4.2 **GOM**, whenever under the Contract, any sum of money shall be recoverable from or payable by the Supplier, the same may be deducted from any sum then due or which at any time thereafter may become due to the Supplier under the Contract as a debt, providing that such sum is agreed by the parties as recoverable by GOM or has been fully ascertained and substantiated.

- 4.3 If any fee or portion thereof payable under this Agreement shall be unpaid 40 days after receipt of an original invoice in respect of such fee the Supplier may give notice to the **GOM** requiring the **GOM** to pay such fee or part thereof and if the **GOM** shall fail to comply with such notice, the Supplier may terminate or suspend this Contract immediately. Nothing stated in this provision shall operate to impair the right of the Supplier to recover any such fee in any other manner.
- 4.4 Any payment made after the due date for payment shall attract interest at a rate of 2% per centum.

## 5 INDEMNITY AND INSURANCE

- 5.1 Subject to clause 5.2 and 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 negligent act or omission which may arise in the performance of the Contract by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.
- 5.2 The Supplier shall only be liable to pay compensation to the Purchaser under or in connection with this Contract if a breach of clause 3 is established against the Supplier.

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

a) sum equivalent to ten (10) times the fee payable under this Contract

- 5.3 Neither party shall be liable to the other for any indirect, special or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity.
- 5.4 Further and without prejudice to the aforesaid limit of liability and such liability of the Contractor/Consultant/Supplier for the loss or damage in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the Contractor/Consultant/Supplier to pay having regard to the Contractor's /Consultant's responsibility for the same and on the basis that:



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

## 6. INSURANCE

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

## 7 ASSIGNMENT

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

## 8 CONFIDENTIALITY

- 8.1 All information, requirements, documents and other data which the **GOM** may have imparted and may from time to time impart to the Supplier relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.
- 8.2 The Supplier hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract,



disclose the same whether directly or indirectly to any third party without the **GOM's** prior written consent.

- 8.3 The obligations set forth in Clauses 8 and 16 shall expire two (2) years after the termination of the Contract.

## 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 Supplier or person employed by it or acting on its behalf shall:-
- 9.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
- 9.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.
- 9.4 In the performance of their obligations under or in connection with this Contract the parties, their agents and employees shall comply with all applicable laws, rules and regulations including and not limited to the Bribery Act 2010 and where appropriate, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

## 10 TERMINATION

- 10.1 The **GOM** may terminate this Contract in any of the circumstances set out in 10.2 below by giving to the Supplier notice in writing where the Supplier;-
- 10.1.1 Commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the Purchaser to the Supplier, the Supplier fails to remedy such breach within 14 days of the notice then the Purchaser may terminate the Contract forthwith.
- 10.1.2 becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary

arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;

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

10.1.4 has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;

10.1.5 has an administrative receiver appointed;

10.1.6 has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00

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

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

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

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

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

## 11. WAIVER

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

## 12. COMPLETE CONTRACT

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



### 13. GOVERNING LAW

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

### 14. FORCE MAJEURE

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

### 15. NOTICES

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

- 15.2 A notice shall be delivered as follows:

A. if to the Supplier, to:

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

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

Angela Estwick  
Cabinet Secretary,  
Cabinet Secretariat  
Government Headquarters,  
Brades  
Montserrat  
Tel: (664) 491-2066  
Fax: (664) 491-4632  
Email: cabsec@gov.ms  
Email: estwicka@gov.ms



## 16. CONFIDENTIALITY

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

## 17. MEDIATION AND ARBITRATION

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

## 18. SIGNATURES

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

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

Insert names etc.

### A. SUPPLIER

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

### B. GOM

Name: .....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

## Tender Checklist

Project Title                      ***“Tender for the Supply of one (1) Back-up Generator for the Government of Montserrat Data Centre and DITES Office”.***

Date scheme advertised              *Thursday 26<sup>th</sup> February 2015*

Tender Deadline Date:              *Wednesday 18<sup>th</sup> March 2015*

Tender Deadline Time              *2:00pm*

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 **must** be presented with their bid to ensure that their bid is valid.

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

Detailed Financial Breakdown              ☐

Detailed proposal for warranty              ☐

Contact details for Three (3) customers with whom they have had **service contracts** for a minimum of two years.              ☐

Proposal for After Sale Service              ☐

Tax Compliance Certificate (*If Locally Based*)              ☐

Equipment manuals which must be written in English              ☐

.....  
Signed on behalf of Contractor

.....  
Date