

Office of the Premier

P.O. Box 292, Government Headquarters, Brades, Montserrat Tel: (664) 491 3378/3463/2066/2557, Fax: (664) 491 6780/4632, Email: op@gov.ms

Our Ref: CS IB 1/1

Date: May 30, 2017

Dear Sir/Madam,

Re: Tender for the Supply of Equipment for the New Radio Montserrat Project:

Lot (A) Studio & Networking Equipment

Lot (B) Studio Furniture & Acoustic Panels

Lot (C) Studio Console & Intercom

Lot (D) Transmission Tower

Tenderers are invited for the supply of studio equipment, furniture & acoustic panels, intercom and transmission equipment for Radio Montserrat. All equipment must be submitted in accordance with the model numbers and descriptions, which accompany this invitation to tender. Included are the tender documents, consisting of:

- (1) Invitation to Tender
- (2) Instructions to Tenderers
- (3) Form of Tender
- (4) Bill of Quantities
- (5) General Conditions of Contract
- (6) Respondent's Identification and Details
- (7) Anti-Collusion Statement
- (8) Tender checklist

Electronic tender packages can be accessed and submitted via the Mytender Portal at http://www.mytenders.org/.

Hard copies can be downloaded from the Government of Montserrat website at www.gov.ms.. Completed hard copy must be placed in a sealed inner envelope and addressed to the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat. The name of the Project should be written on this inner envelope and should read, "Tender for the Supply of Equipment for the New Radio Montserrat Project". The name of the tenderer should also be written on the inner envelope.

This inner envelope should then be placed in a sealed <u>outer envelope</u> and addressed to the Chairman, Public Procurement Board, Ministry of Finance and Economic



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Management, Brades, Montserrat. The name of the project should also be written on this outer envelope and should read, "Tender for the Supply of Equipment for the new Radio Montserrat Project" The outer envelope should bear no identification of the bidder. Tenders, both electronic and hard copies are to be received no later than 2:00 p.m. on Wednesday 21st, June 2017. Please ensure that no additional marks are placed on the envelope.

Any electronic query relating to the tender should be submitted via the Mytender Portal http://www.mytenders.org/. Clarification to electronic queries will also be posted on the Mytender Portal http://www.mytenders.org/. The deadline for submission of electronic queries will be Wednesday June 14th 2017. Alternatively, tenderers submitting bids via hard copy may submit queries in writing addressed to Mr. Taraq Bashir, Head of Procurement at bashirt@gov.ms and copied to Herman Sargeant, Manager, Radio Montserrat at <a href="maintageouto-memorial-tender-new-maintage-nt-gen-uc

Yours faithfully,

Camille Thomas-Gerald (Mrs.)

PERMANENT SECRETARY

1.0 INVITATION TO TENDER

Scope of Work

Radio Montserrat is soliciting bids from qualified businesses and persons to provide proposals to supply Studio Equipment for ZJB Radio. The equipment must conform to the model numbers and descriptions provided in this tender document. Respondents are required to complete the enclosed Bill of Quantities taking into account the following considerations:

(a) <u>Provision of Equipment</u>

Cost associated with acquiring the specified product in quantities specified and shipping with adequate insurance coverage to Port Little Bay, Montserrat.

(b) <u>Documentation</u>

Provision of all documents pertaining to the equipment which form part of this tender to include, but not limited to, operation manuals, and warranty details. All manuals are to be written in English or an English translation should be provided.

(c) Transportation from Port Little Bay to Davy Hill

Cost associated with the loading, un-loading and transportation of equipment from Port Little Bay to Radio Montserrat new building in Davy Hill will be covered by the Government of Montserrat.

(d) <u>Delivery Duty Paid</u>

Cost associated with securing release of the equipment from Montserrat Customs and Montserrat Port Authority will be covered by the Government of Montserrat.

2.0 <u>INSTRUCTIONS TO TENDERERS</u>

- (1) State which lot of equipment you are interested in tendering for:
 - (A) Studio & Networking Equipment
 - (B) Studio Furniture & Acoustic Panels
 - (C) Studio Console & Intercom
 - (D) Transmission Tower
- (2) The contract conditions adopted for this project will be the Government of Montserrat General Conditions of Contract.
- (3) Tenderers must fully complete the Form of Tender (including notice period and maximum delivery time). Failure to fully complete and return these documents and provide the additional information

- stated in these instructions will render the bid non-compliant and it will be rejected.
- (4) All transaction undertaken will be the subject of taxation in accordance with the current legislation. Tenderers must submit a current Tax Compliance Certificate with their bid if locally based.
- (5) Tenders are to be uploaded and submitted onto the My Tenders portal at http://www.mytenders.org/. When tenders are submitted by hard copy, the completed tender document must be submitted in a sealed inner envelope and addressed to the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat. The name of the project should also be written on this inner envelope and should read, "Tender for the supply of Equipment for the new ZJB Radio Project". The name of the tenderer should also be written on the inner envelope. The inner envelope should be placed in a sealed outer envelope and addressed to the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat. The name of the project should also be written on this outer envelope and should read, "Tender for the supply of Equipment for the new ZJB Radio **Project"** The outer envelope should bear no identification of the bidder. Tenders are to be received no later than 2:00 p.m. on Wednesday 21st June 2017. Please ensure that no additional marks are placed on the envelope.
- (6) All tenders will be arithmetically checked, any errors will be brought to the bidders 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. Corrected prices must be agreed by the bidder.
- (7) Bidders are not allowed to submit multiple or alternative tenders.
- (8) The Public Procurement Board is not bound to accept the lowest or any tender and has the right to accept and reject any tender offers.
- (9) Tenders will be evaluated based on the criteria outlined in this document.
- (10) Tenders must be submitted exclusively in English and addressed to the Public Procurement Board, 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) The equipment to be supplied must be in new condition.

- (12) Tenderers must provide the Government of Montserrat with all user manuals and other operating instructions which are supplied with the equipment. All manuals must be written in English.
- (13) The currency to be used in the completion of this document is **Eastern Caribbean Dollars (XCD)**. In addition the subsequent contract would also be based in **Eastern Caribbean Dollars (XCD)**. In the event that you trade in US currency, the exchange rate applicable for the US to XCD is US\$1.00 = XCD\$2.7169.

3.0 FORM OF TENDER

The Chairman
Public Procurement Board
Ministry of Finance and Economic Management
Brades
Montserrat

Dear Sir/Madam,

Re: Tender for the Supply of Equipment for the new ZJB Radio project

I/We the undersigned undertake to supply and deliver the products as outlined in the above captioned project in accordance with the general conditions of contract and product model numbers as provided in the tender documents. The lot/s for which I am tendering is/are ticked and will be supplied for the sum of:

EC\$(words)		
(A) Studio & Networking Equipment		
(B) Studio Furniture & Acoustic Panels		
(C) Studio Console & Intercom		
(D) Transmission Tower		
Please note the applicable exchange rate fr	om US\$ to XCD is 2.7169	
If my/our tender is accepted, I/We under delivery of the goods withinweeks of the official award of contract. I/We ureimbursed for any cost that may have tender. I/We confirm this tender shall refrom the date of submission of this tender	from the date of receipt by me/understand that I/We shall not be been incurred in compiling this main valid for a period of 90 day	s e s
Name:		
Signed		
Name of firm (If Applicable)		
Address		

Fax	No:
Email:	
Date:	

4.0 Bill of Quantities

	5	6.	<u>Unit</u>	
<u>Model</u>	<u>Description</u>	Qty	Cost	Total
EVRE20	EV. VARI. DIRECTION CARDIOID MIC F.01U.117.389	8	\$	\$
EV309A	EV. SHOCK MOUNT RE20/RE27/PL20	14	\$	\$
POP-VACRE20	POPLESS RE20/27 POP FILTER KIT	12	\$	\$
BEY-DT770PRO	BEYER CIRCUMAURAL 250ohm HEADPHONE #459.046	14	\$	\$
SAM - RESOLVSEB	SAMSON 70W ACTIVE MONITOR 8" WOOFER	4	\$	\$
MAU-BX8CARBONXUS	M-AUDIO BX8 CARBON MONITOR (SINGLE)	6	\$	\$
JBL - CONTROL 16CT	JBL6.5" CO-AX CEILING SPEAKER (2 PER CARTON) KRK 2-WAY/6"LF 73w BI-AMP MONITOR TRS/XLR/RCA INPUTS - ROKIT 6	4	\$	\$
KRK-RP6G3	GEN 3	4	\$	\$
KRK-RP8G3	KRK 2-WAY ACTIVE POWERED MONITOR 8"WOOFER 1"TWEETER 140W BI-AMP-EACH	6	\$	\$
PIN-AM41	PINPOINT SIDE CLAMPING WALL MOUNT 6"-12"W X 13"D/50lb. CAPACITY	5	\$	\$
AUR-MOPADSINGLE	AURALEX MONITOR ISOLATION PADS 4X12" SET (1 PAIR) ISOLATES 2 SPKS	2	\$	\$
CDN DC14200N	CROWN DRIVECORP 4INCH 300W @40HM ANALOG POWER AMPLIFIER 70V/100V	4	\$	\$
CRN-DC14300N		6	\$	\$
DEN-DN700C	DENON PRO CD/USB/NTWRK AUDIO PLAYER	2	\$	
ASI-6685	UDIO SCI. AXIA LIVEWIRE PCI-E CARD 8-PLAY/8-RECORD		\$	\$
SOU-SIPERFORMER1	SOUNDCRAFT FOR SI PERFORMER 1 CONSOLE	1		\$
SOU-5046678V	SOUNDCRAFT 32CH MADI + 32CH USB SI OPTION CARD SOUNDCRAFT FOR SI CONSOLE EXPANSION MULTI DIGITAL 32+32	1	\$	\$
SOU-MULTIDIGTA LUSBF	USB/FIREWIRE + 8+8 ADAT	1	\$	\$
SOU-5049655	SOUNDCRAFT MINI STAGEBOX 16	1	\$	\$
CIS-WSC2960X48LPDL	CISCO CATALYST 48 PORT NETWORK SWI CH POE LAN BASE	1	\$	\$
CIS-SFP10GSR	CISCO 10GBASE SE-SR SFP+ MODULE	4	\$	\$
CIS-WSC2960X24PDL	CISCO CATALYST 2960-X 24 PORTS MANAGED SWITCH; 370W POE; 2 SFP+	3	\$	\$
CIS-FIB80FT	CISCO FIBER 80FT CABLE SYNOLOGY RACKSTATION MAS SERVER INTEL ATOM C25838 QUAD CORE	2	\$	\$
SYN-RS2416RP	2.40GHZ REDUNDANT POWER SUPPLIES	1	\$	\$
SYN-RS4017XS+	SYNOLOGY 16-BAY NAS RACKSTATION DISKLESS SYNO0E2	2	\$	\$
SYN-RKS1317	SYNOLOGY RKS1317 SLIDING RAIL FOR 1U/2U/3U MODELS	3	\$	\$
SYN-RAMEC2133DDR4SO166	SYNOLOGY DDR4 ECC SO DIMM 16GB	4	\$	
SYN-RAM1600DDR32GBX	SYNOLOGY 4GB DDR3 SDRAM MEMORY MODULE	2	\$	\$
SYN-RAM1600DDR34GB	SYNOLOGY 4GB DDR3 SDRAM MEMORY MODULE	2	\$	\$
WD-WD2005FBYZ	WESTERN DIGITAL 2TB 7200 RPM UFFER 128MB SATA 6Gb/s HARD DRIVE (INTERNAL)	32	\$	\$
WD-TSD2000FYYZ	WD RE 2TB 3.5" SATA ENTERPRISE DRIVE	20	,	Ť
ASU-VG248QE	ASUS 24" 3D LCD MONITOR 19X10 HDMI SPK 1920X1080 FULL HD TN HDMI DVI-D ASUS	8	\$	\$
STA-DISPLPORT6L	STARTECH DISPLAYPORT VIDEO CABLE W/ LATCHES VIDEO/ AUDIO	8	\$	\$
HPT4L58UT#ABA	HP ELITEDESK 800 G2 CORE I7 6700 3.4 GHZ 8GB 256GB PROMO EX 2/28 HP	4	\$	\$
HPT6E16UT#ABA	HP ZBOOK STUDIO G3 MOBILE WORKSTATI 15.6"-CORE i7 6700HQ-16 GB RAM 12 GB SSD PROMO EX 4/30	2	\$	\$
WIN-9EM00124	WINDOWS MICROSOFT SERVER 2016 STANDARD LICENSE	2	\$	\$
	WINDOWS MICROSOFT SERVER 2016 LICENSE 1 DEVICE CAL-MOLP OPEN	4	\$	\$
WIN-R1805121	BUSINESS SINGLE LANGUAGE APC SMART UPS SRT 2200VA RM 120V			
APC-SRT2200RMXLANC	NETWORK CARD APC 1500VA 120V NETWORK CARD DUAL CONVERSION ONLINE UPS	1	\$	\$
APC-SURTA1500RMXL2UNC	AMP974V	1	\$	\$
APC-AP9631	APC UPS NETWORK MANAGEMENT CARD 2 WITH TEMPERATURE SENSOR	4	\$	\$

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APC-BE750G	APC BACK-UPS ES 750 120V APC Part# BE750G	4	\$ \$
APC-AP9562	APC RACK PDU BASIC 1U 15A 120 (10)- 5-15	2	\$ \$
APC-AP7800	APC RACK PDU METERED 1U 15A 100/120 V (8) 5-15 RM AP7800B	4	\$ \$
CLA-CN423C6S	CLARK WIRE 8P8C CAT6 CABLE/10Gbs NON-PLENUM SHIELDED COLOR: BLK,RED,YELLOW,GRN,BLUE,GREY,WHITE	1000	\$ \$
PLT-100020	PLATINUM TOOLS EZRJ45 CONN./ 50pcs. SHIELDED FOR CAT5E/CAT6	2	\$ \$
PLT-100010C	PLATINUM TOOLS EZRJ45 CONN./ 50pcs. FOR CAT6+, CLAMSHELL	2	\$ \$
CWC-CN423C60	Clark CAT6e Cable, CMR PVC BLACK	1000	\$ \$
PLT-100054C	PLATINUM TOOL EZ-RJPRO CRIMP TOOL w/BUILT-IN WIRE STRIPPER/CUTTER PLATINUM CAT5/6 JACKET STRIPPER 1	2	\$ \$
PLT-15015C	CLAMSHELL	1	\$ \$
PLT-706GN40	PLATINUM TOOLS SNAPJACK CAT6 GREEN 1 40 PC /INSTALLER PACK	1	\$ \$
PLT-706OR40	PLATINUM TOOLS SNAPJACK CAT6 ORANGE 40 PC / INSTALLER PACK	20	\$ \$
PLT-726WH1	PLATINUM KEYSTONE JACK, CAT6, 110, WHITE	20	\$ \$
CWC-WPK14WH	CLARK WIRE 1G /4 HOLE KEYSTONE WP WHITE	20	\$ \$
CWC-HTSMBDUALW	CWC 2PORT SURFACE MOUNT BOX WHITE	4	\$ \$
PAL-3586	PALADIN PDT SUREPUNCH-PRO110 AND 66 BLADE	2	\$ \$
LEV W1AW2100	LEVITON 100 PAIR WALL MOUNT WIRING BASE W/LEFS CAT 5E	6	\$ \$
CAB-100279	CABLE SUPPLY 66 BLOCK WHITE W/ BRACKET	6	\$ \$
CAB-100499	CABLE SUPPLY BRIDGE CLIPS 100 PACK	1	\$ \$
CAB-100400	CABLE SUPPLY WHITE PLASTIC WIRE DISTRIBUTION SPOOL WHITE MUSHROOM W/ SCREW	8	\$ \$
CAB-100765	CABLE SUPPLY CROSS CONNECTIVITY WIRE SINGLE PAIR 1000FT	1	\$ \$
PLT-100003B	PLATINUM TOOLS EZ-RJ45/CAT-5 CONN. BOX OF 100pcs.	1	\$ \$
46 CWC-CN424C5	CLARK WIRE CAT5E 350MHZ CABLE NON BONDED PAIR SELECT COLOR_black_	1,000	\$ \$
MAA-GRK4436HLRD	MAA 44 SPACE 36" DEEP RACK LESS REAR DOOR / WITH HBARS	3	\$ \$
MAA-U1V	MAA VENTED RACK SHELF, 1 SP	2	\$ \$
MAA-LACEG441P	MIDDLE ATLANTIC 44"x1" LACER BAR 6PCS	2	\$ \$
MAA-BR1	MAA 1RU BRUSH GROMMET PANEL	2	\$ \$
MAA-BR2	MIDDLE ATLANTIC 2RU GROMMET PANEL	2	\$ \$
TRE-TCP24C6	TRENDNET CAT6 24-PORT RJ45 UTP RACK MOUNT PATCH PANEL TD#10701782	6	\$ \$
BSI-SIMIANPRO2	BSI SIMIAN PRO v2.3 AUTOMATION SFTW USB PORT HARWARE KEY (DONGLE)	2	\$ \$
BSI-SIMIANPROD	BSI SIMIAN PRODUCTION MODE MIKA	4	\$ \$
MIK-YT3305	MIKA 43" NATURAL ALUM. MIC ARM "XL" UNTERMINATED MIC CABLE/"ON AIR" LED	2	\$ \$
MIK-YT3240	MIKA 17" MMS POLE FOR MONITOR/MIC ARM SUPPORT (REQ'S MOUNTING KIT)	2	\$ \$
MIK-YT3229	MIKA XL MONITOR ARM w/VESA 75/100 22LB CAPACITY, 24.52" REACH	4	\$ \$
MIK-YT3205	MIKA 31.5" MIC ARM ALUMINUM UNTERMINATED MIC CABLE W/O LED	2	\$ \$
MIK-YT3245	MIKA DESKTOP MOUNTING KIT: MMS POLE (1 REQUIRED FOR EACH POLE)	2	\$ \$
	MIKA FLUSH DESKTOP BUSHING MOUNT 16mm PILOT HOLE/20mm		\$
GIB-YT3211	MOUNTING HOLE MIKA 43" NATURAL ALUM. MIC ARM "XL" W/UNTERMINATED MIC CABLE,	4	\$
MIK-YT3305	NO LED MIKA FLUSH DESKTOP BUSHING MOUNT 16MM PIVOT HOLE 7/8"	4	\$ \$
GIB-YT3211	MOUNTING HOLE	4	\$ \$
MIK-YT3240	MIKA 17"MMS MONITOR/MIC ARM SUPPORT POLE MIKA DESKTOP MOUNTING KIT: MMS POLE (1 REQUIRED FOR EACH POLE)	1	\$ \$
MIK-YT3245	The second of th	1	\$ \$
MIK-YT3229	MIKA XL MONITOR ARM w/VESA 75/100 22LB CAPACITY, 24.52" REACH	1	\$ \$
MIK-YT3205	MIKA 31.5" MIC ARM ALUMINUM UNTERMINATED MIC CABLE W/O LED	1	\$ \$

MIK-YT3305	MIKA 43" NATURAL ALUM. MIC ARM "XL" W/UNTERMINATED MIC CABLE, NO LED	4	\$	\$
GIB-YT3211	MIKA FLUSH DESKTOP BUSHING MOUNT 16MM PIVOT HOLE 7/8" MOUNTING HOLE	4	\$	\$
MIK-YT3240	MIKA 17"MMS MONITOR/MIC ARM SUPPORT POLE	1	\$	\$
MIK-YT3245	MIKA DESKTOP MOUNTING KIT: MMS POLE 1 REQUIRED FOR EACH POLE)	1	\$	\$
MIK-YT3229	MIKA XL MONITOR ARM w/VESA 75/100 22LB CAPACITY, 24.52" REACH	1	\$	\$
MIK-YT3205	MIKA 31.5" MIC ARM ALUMINUM UNTERMINATED MIC CABLE W/O LED	1	\$	\$
MIK-YT3305	MIKA 43" NATURAL ALUM. MIC ARM "XL" W/UNTERMINATED MIC CABLE, NO LED	1	\$	\$
GIB-YT3211	MIKA FLUSH DESKTOP BUSHING MOUNT 16MM PIVOT HOLE 7/8" MOUNTING HOLE	1	\$	\$
UBI-PBE5AC400ISOA	UBIQUITI POWERBEAM 5GHZ AC 25 DBI UBIQUITY NETWORKS R5AC-PTP MID BAND 5GHZ 330+MBPS MAX 40MHZ (1) 10/100/	4	\$	\$
UBI-R5ACPTP	1000 ETHERNET PTMP,PTP AIRPRISM ROW	4	\$	\$
UBI-RD5G31AC	UBIQUITI ROCKETDISH AC 5 GHZ 31DBI 2X2 MIMO GRANDSTREAM ENTERPRISE IP PHONE (4.3" COLOR DISPLAY, POE, NO	4	\$	\$
GRA-GSGXP2140	POWER SUPPLY	12	\$	\$
GRA-GSGXP2200 EXT	GRANDSTREAM ENTERPRISE MODULE FOR VOIP PHONE	1	\$	\$
GRA-GXV3240	GRANDSTREAM MULTIMEDIA IP PHONE FOR ANDROID VOIP AND DEVICE	2	\$	\$
GRA-UCM6208	GRANDSTREAM IP PBX 8FXO, 2FXS APPL.	2	\$	\$
ULI-H5715	U LINE 96X42X96" 2 SHELF PALLET RACK STARTER UNIT BEAN HEIGHT 4" BEAM CAP 5,000	1	\$	\$
ULI-H5715ADD	U LINE 96X42X96" 2 SHELF PALLET ADD-ON UNIT - EXTENDING RACKING INCLS: 1 UPRIGHT FRAME AND 4 BEAMS	2	\$	\$
ULI-113/13/ADD	U LINE 46X42" PALLET RACK WIRE DECKING 96" WIDE LOAD 2500		•	
		12	\$	\$
ULI-H5724	SUPPORT CHANNEL 3 TOTAL to FORM OF TENDER			,
ULI-H5724	TOTAL to FORM OF TENDER			\$
ULI-H5724			Unit	\$
ULI-H5724 Model	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description	Qty	Unit Cost	\$ Total
<u>Model</u>	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS	Qty	Cost	Total
	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description			
Model GRA- 3LRDCUSTOMBIRCH	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET	Qty 2	\$	Total
Model GRA- 3LRDCUSTOMBIRCH GRA -2RRDCUSTOMBIRCH	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN	Qty 2 1	\$	Total \$
Model GRA- 3LRDCUSTOMBIRCH GRA -2RRDCUSTOMBIRCH GRA-BXPCTALK30	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN	Qty 2 1 1	\$ \$ \$	Total \$ \$
Model GRA-3LRDCUSTOMBIRCH GRA-2RRDCUSTOMBIRCH GRA-BXPCTALK30 GRA-BXPCTALK30	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE W/2 CABINETS 30" SIT DOWN	Qty 2 1 1 1 1	\$ \$ \$ \$ \$	Total \$ \$ \$
Model GRA- 3LRDCUSTOMBIRCH GRA -2RRDCUSTOMBIRCH GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCTALK30	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE W/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE W/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE W/2 CABINETS 30" SIT DOWN	2 1 1 1	\$ \$ \$ \$ \$	Total \$ \$ \$ \$ \$
Model GRA- 3LRDCUSTOMBIRCH GRA -2RRDCUSTOMBIRCH GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCINTERVIEW ACO-PANAS241	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH YP CURVE RXPC INTERVIEW 30" SIT DOWN MORROW ZEPH. ACOUSTIC SOLUTIONS ALPHASORB PANEL 2'X4'X1" SQ EDGE w/IMPAL CLIP	Qty 2 1 1 1 80	\$ \$ \$ \$ \$ \$ \$ \$ \$	Total \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
Model GRA- 3LRDCUSTOMBIRCH GRA -2RRDCUSTOMBIRCH GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCINTERVIEW ACO-PANAS241	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE W/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE W/2 CABINETS 30" SIT DOWN ACOUSTIC SOLUTIONS ALPHASORB PANEL 2'X4'X1" SQ EDGE w/IMPAL CLIP ACOUSTIC SOLUTIONS ADHESIVE POWER GRAB	Qty 2 1 1 1 80	Cost	Total \$ \$ \$ \$ \$ \$ \$ \$ \$
Model GRA- 3LRDCUSTOMBIRCH GRA -2RRDCUSTOMBIRCH GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCINTERVIEW ACO-PANAS241	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE W/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE W/2 CABINETS 30" SIT DOWN ACOUSTIC SOLUTIONS ALPHASORB PANEL 2'X4'X1" SQ EDGE w/IMPAL CLIP ACOUSTIC SOLUTIONS ADHESIVE POWER GRAB	Qty 2 1 1 1 80	Cost	Total \$ \$ \$ \$ \$ \$ \$ \$ \$
Model GRA- 3LRDCUSTOMBIRCH GRA -2RRDCUSTOMBIRCH GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCINTERVIEW ACO-PANAS241	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH XP CURVE RXPC INTERVIEW 30" SIT DOWN MORROW ZEPH. ACOUSTIC SOLUTIONS ALPHASORB PANEL 2'X4'X1" SQ EDGE w/IMPAL CLIP ACOUSTIC SOLUTIONS ADHESIVE POWER GRAB TOTAL to FORM OF TENDER	Qty 2 1 1 1 80	Cost	Total \$ \$ \$ \$ \$ \$ \$ \$ \$
Model GRA- 3LRDCUSTOMBIRCH GRA-2RRDCUSTOMBIRCH GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCINTERVIEW ACO-PANAS241 ACO - SELPOWERGRAB	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH XP CURVE RXPC INTERVIEW 30" SIT DOWN MORROW ZEPH. ACOUSTIC SOLUTIONS ALPHASORB PANEL 2'X4'X1" SQ EDGE w/IMPAL CLIP ACOUSTIC SOLUTIONS ADHESIVE POWER GRAB TOTAL to FORM OF TENDER C. TENDER FOR THE SUPPLY OF STUDIO CONSOLE & INTERCOM FOR RADIO MONTSERRAT	Qty 2 1 1 1 1 80 22	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Total \$ \$ \$ \$ \$ \$ \$ \$
Model GRA- 3LRDCUSTOMBIRCH GRA -2RRDCUSTOMBIRCH GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCINTERVIEW ACO-PANAS241	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH XP CURVE RXPC INTERVIEW 30" SIT DOWN MORROW ZEPH. ACOUSTIC SOLUTIONS ALPHASORB PANEL 2'X4'X1" SQ EDGE w/IMPAL CLIP ACOUSTIC SOLUTIONS ADHESIVE POWER GRAB TOTAL to FORM OF TENDER C. TENDER FOR THE SUPPLY OF STUDIO CONSOLE &	Qty 2 1 1 1 80	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Total \$ \$ \$ \$ \$ \$ \$ \$ \$
Model GRA- 3LRDCUSTOMBIRCH GRA- 2RRDCUSTOMBIRCH GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCINTERVIEW ACO-PANAS241 ACO - SELPOWERGRAB	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH XP CURVE RXPC INTERVIEW 30" SIT DOWN MORROW ZEPH. ACOUSTIC SOLUTIONS ALPHASORB PANEL 2"X4"X1" SQ EDGE w/IMPAL CLIP ACOUSTIC SOLUTIONS ADHESIVE POWER GRAB TOTAL to FORM OF TENDER C. TENDER FOR THE SUPPLY OF STUDIO CONSOLE & INTERCOM FOR RADIO MONTSERRAT Description	Qty 2 1 1 1 80 22 Qty	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	
Model GRA- 3LRDCUSTOMBIRCH GRA-2RRDCUSTOMBIRCH GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCINTERVIEW ACO-PANAS241 ACO - SELPOWERGRAB	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH XP CURVE RXPC INTERVIEW 30" SIT DOWN MORROW ZEPH. ACOUSTIC SOLUTIONS ALPHASORB PANEL 2'X4'X1" SQ EDGE w/IMPAL CLIP ACOUSTIC SOLUTIONS ADHESIVE POWER GRAB TOTAL to FORM OF TENDER C. TENDER FOR THE SUPPLY OF STUDIO CONSOLE & INTERCOM FOR RADIO MONTSERRAT Description 25-SEVEN PROGRAM DELAY MANAGER (PN: 2001-00351-000) . STAND-ALONE, PROFANITY DELAY. LIVEWIRE FOR EASY LINEAR ACOUSTIC AERO. 10 STANDARD MODEL. AERO. 10 INCLUDES A SINGLE PROCESSING INSTANCE IN EITHER AN AMX5.1 (5.1+2+2), AMX2.0	Qty 2 1 1 1 1 80 22	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Total \$ \$ \$ \$ \$ \$ \$ \$
Model GRA- 3LRDCUSTOMBIRCH GRA- 2RRDCUSTOMBIRCH GRA-BXPCTALK30 GRA-BXPCTALK30 GRA-BXPCINTERVIEW ACO-PANAS241 ACO - SELPOWERGRAB	B. TENDER FOR THE SUPPLY OF STUDIO FURNITURE & ACOUSTIC PANELS FOR RADIO MONTSERRAT Description GRAHAM STUDIO RADIO DESK, 30" SIT DOWN, LEFT HAND "L", 2 CABINETS GRAPHITE NEBULA COUNTER, BLACK BASE GRAHAM STUDIO RADIO DESK/20/30" RH "L" w/3 CABINETS; TOP TURRET OPTIONAL. GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH TALK TABLE w/2 CABINETS 30" SIT DOWN GRAHAM STUDIOS BIRCH XP CURVE RXPC INTERVIEW 30" SIT DOWN MORROW ZEPH. ACOUSTIC SOLUTIONS ALPHASORB PANEL 2'X4'X1" SQ EDGE w/IMPAL CLIP ACOUSTIC SOLUTIONS ADHESIVE POWER GRAB TOTAL to FORM OF TENDER C. TENDER FOR THE SUPPLY OF STUDIO CONSOLE & INTERCOM FOR RADIO MONTSERRAT Description 25-SEVEN PROGRAM DELAY MANAGER (PN: 2001-00351-000) . STAND-ALONE. PROFANITY DELAY. LIVEWIRE FOR EASY LINEAR ACOUSTIC AERO. 10 STANDARD MODEL.AERO. 10 INCLUDES A	Qty 2 1 1 1 80 22 Qty	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	

	9		
AXIIQ	AXIA IQ MAIN CONSOLE PN 2001-00275 8 FADER MAIN FRAME	2	
AXIIQ	ENGINE INCLUDES DSP-BASED MIXING ENGINE WITH THE FOLLOWING SPECS:		
	- AXIA IQ CORE (P/N 2001-00276) / AXIA CORE IS AN AXIA INTEGRATED CONSOLE4 MIC INPUTS - 16 ANALOG INPUTS - 8 ANALOG OUTPUTS		
	- 2 AES/EBU INS/OUTS - 8 GPIO		
AXIQOR.32	- ETHERNET SWITCH WITH 6 LIVEWIRE 100 BASE-T PORTS (4 WITH PoE), 2 GIGABIT PORTS (RJ-45 & SFP). - 4 CANBUS CONNECTORS.	2	\$ \$
AXIIQ-6FADTELCO	AXIA IQ 6-FADER TELCO EXPANSION FRAME PN 2001-00284.	2	\$ \$
AXIIQ6LTELCO	AXIA IQ6 SIX-LINE TELCO GATEWAY (PN 2001-00248)	2	\$ \$
AXI-XNODE-ANALOG	AXIA 2001-00298 ANALOG XNODE NOISELESS AND FAN-FREE.	2	\$ \$
AXIXNODEAES/EBU	AXIA AES/EBU XNODE AC POWER + POE 2001-00299 COMPACT 9.5"" X 11"" SECOND-GENERATION AOIP INTERFACE	2	\$ \$
AXI-XSWITCH	AXIA XSWITCH ETHERNET SWITCH FOR LIVEWIRE PN 2001-00357.	2	\$ \$
AXI-XYROUTER	AXIA-XYROUTER CONTROL PANEL, RACKMOUNT.	1	\$ \$
AXIIPROBE	AXIA IPROBE NETWORK MANAGEMENT SOFTWARE PN 3001-0040 IPROBE	1	\$ \$
AXI-XSELECTOR	AXIA XSELECTOR ROUTER NODE.	1	\$ \$
AXI-1010INTERCOM	AXIA IC.10 10-STATION INTERCOM PANEL. IC.10.	5	\$ \$
AXI-20OLEDDESKINT	AXIA IC.20D 20 STATION OLED INTERCOM PANEL	2	\$ \$
TELMCP-90-8	TELEX MCP90-18 GOOSENECK MIC WITH ELECTOR	4	\$ \$
TELMCP-90-12	ELECT	4	\$ \$
RADADAPT-XLRF	ADAPTER ADAPT-XLRF / XLR FEMALE TO RJ-45	5	\$ \$
RADADAPT-XLRM	ADAPTER ADAPT-XLRM / XLR MALE TO RJ-45.HARMONIZED CODE: 8525.50.70 ADAPTER ADAPT-TRS / 1/4 TRS TO RJ-45 FE HARMONIZED CODE:8525.50.0070	5	\$ \$
RADADAPT-TRS	ADAPTER ADAPT-TRS / 1/4 TRS TO RJ-43 PE HARMONIZED CODE:8323:30.0070	5	\$ \$
AXI2091-00119	STUDIOHUB + MATCH PANEL FOR ELEMENT P/N 2091-00119	2	\$ \$
SHHEADAMPPANEL	STUDIOHUB+ HEADPHONE AMP PANEL. P/N: 209	6	\$ \$
	D. TENDER FOR THE SUPPLY OF TOWER FOR		+
	RADIO MONTSERRAT		
TOWER	50' 3 LEGGED TOWER WITH ROUND MEMBER LEGS, SELF SUPPORTING WITH 8' BASE. TOWER DESIGNED FOR 200 MPH WIND SURVIVAL	1	\$ \$
	TOTAL to FORM OF TENDER		\$ \$

5.0 GENERAL CONDITION OF CONTRACT

This Agreement is made the	day of	20 between the GOV	ERNMENT
OF MONTSERRAT having its I	headquarters at Go	overnment Headquarter	s, Brades
Montserrat acting herein and repres	sented by the Perman	ent Secretary, Office of	the Premier
(hereinafter referred to as "GO	OM ") of the one	part and (supplier's	company)
	,	whose addres	s is
	actino	g herein and represente	d by (name
of representative)other part.	(hereinafter ref	erred to as "the Suppl	ier") of the

1. INTERPRETATION

1.1. In these conditions:-

The Contract means the agreement concluded between the GOM and the Supplier, including all specifications which are described and attached hereto to include the tender instructions, scope of works and other documents which may be incorporated or referred to herein;

The contracting authority means the Government of Montserrat GOM.

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

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

The supply and delivery of ALL equipment listed in the Bill of quantities or where referred to in the contract as "services" means all work which the Supplier is required to undertake in the performance of this contract.

The Specification means the GOM's requirements for the supply and delivery of equipment as per model number and description provided in the Bill of quantities, details of which have been provided in this tender document.

2. VARIATIONS OF CONDITIONS

The supply and delivery of **all equipment as per Bill of Quantities** shall be carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this agreement.

3. NON-DELIVERY

Without prejudice to any other right or remedy, should the Supplier not deliver the Services or any portion thereof within the time or times specified in the Contract, except in cases of force majeure and subject always to the receipt of written notice within 5 days of the force majeure event relied on or if the Services are delayed due to events outside of the Supplier's control, in which case the Supplier shall be entitled to a fair and reasonable time for such delay, then:

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

4. PAYMENT

- 4.1 As full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the fees as outlined within 14 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.

5. INDEMNITY AND INSURANCE

- 5.1 Supplier shall be liable for and shall indemnify the **GOM** against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or common law in respect of:-
- 5.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
- 5.1.2 Any injury to any person including injury resulting in death, in consequence of or in any way arising out of any negligent act or omission which may arise in the performance of the Contract by or on behalf of the Supplier except insofar as such loss, damage or injury shall have been caused by negligence on the part of the **GOM**, its employees, servants or agents.
- 5.2 The Supplier shall only be liable to pay compensation to the Purchaser under or in connection with this Contract if a breach of clause 3 is established against the Supplier.
 - Notwithstanding any other term to the contrary in this Contract or any related document and whether the cause of action for any claim arises under or in connection with this Contract in contract or tort, in negligence or for breach of statutory duty or otherwise, in relation to any and all causes of action as aforesaid the total liability of the Supplier in the aggregate for all claims shall be limited to the lesser of
 - a) sum equivalent to three (3) times the fee payable under this Contract or

- b) 300,000.00 Eastern Caribbean Dollars.
- 5.3 Neither party shall be liable to the other for any indirect, special or consequential loss (including but not limited to loss of profit whether direct or indirect, loss of production, loss of contracts, loss of use, loss of business, and loss of business opportunity.
- 5.4 Further and without prejudice to the aforesaid limit of liability and such liability of the Contractor/Consultant/Supplier for the loss or damage in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the Contractor/Consultant/Supplier to pay having regard to the Contractor's /Consultant's responsibility for the same and on the basis that:
 - a) all other parties appointed or to be appointed by the Purchaser to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the Purchaser such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and
 - b) it shall be deemed that all such other parties have not limited or excluded their liability to the Purchaser for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this clause

6. INSURANCE

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

7. ASSIGNMENT

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

8. CONFIDENTIALITY

8.1 All information, requirements, documents and other data which the **GOM** may have imparted and may from time to time impart to the Supplier relating to its business, employees, customers, prices, requirements, or any computer system (including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential.

- 8.2 The Supplier hereby agrees that it shall use such confidential information and all other data solely for the purposes of this Contract and that it shall not at any time during or any time after the completion, expiry or termination of this Contract, disclose the same whether directly or indirectly to any third party without the **GOM's** prior written consent.
- 8.3 The obligations set forth in Clauses 8 and 16 shall expire two (2) years after the termination of the Contract.

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

10. TERMINATION

- 10.1 The **GOM** may terminate this Contract in any of the circumstances set out in 10.2 below by giving to the Supplier notice in writing where the Supplier;-
- 10.1.1 commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the Purchaser to the Supplier, the Supplier fails to remedy such breach within 14 days of the notice then the Purchaser may terminate the Contract forthwith.
- 10.1.2 becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company or partnership for the voluntary arrangement for the composition of debts or scheme or arrangement approved in accordance with the Companies Act or the Bankruptcy Act;
- 10.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 10.1.4 has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;

- 10.1.5 has an administrative receiver appointed;
- 10.1.6 has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating greater than US\$25,000.00
- 10.1.7 Is in circumstances which entitle a court or creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle a court to make a winding-up order; then in any such circumstances the GOM may without prejudice to any accrued rights or remedies under this Contract, terminate the Contract by giving notice in writing.
- 10.2 If the Contract is terminated as provided in this condition then the GOM shall:-
- 10.2.1 Cease to be under any obligation to make further payment until the costs or loss resulting from or arising out of the termination of this Contract shall have been calculated, and shall make such payment only in accordance with a court order or pursuant to the applicable law;
- 10.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;
- 10.2.3 Be entitled to deduct any losses to the **GOM** resulting from or arising out of the termination of this Contract (from any sum or sums which would but for the termination of the contract as aforesaid have been due from the **GOM** to the Supplier as a debt). Such loss shall include the reasonable cost to the **GOM** of the time spent by the **GOM** in terminating of the Contract as aforesaid have been due to the Supplier.

11. WAIVER

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

12. COMPLETE CONTRACT

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

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			 	 	 	
Design	nation	i	 	 	 	
Addre	ss:		 	 	 	
Tel:			 	 	 	
Fax:						
Email:						

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

Camille C. Gerald
Permanent Secretary
Office of the Premier
Government Headquarters
Brades
Montserrat
Tel: (664) 491-3378

Fax: (664) 491-6780 Email: geraldcc@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 mutual agreement within 14 days. If unsuccessful, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees other than attorney fees associated with the mediation equally.

18. SIGNATURES

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

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

Insert names etc.

A. SUPPLIER

Name Designation
Signature
Witness Name Designation
Signature
B. GOM
B. GOM Name Designation
Name
Name Designation

6.0 RESPONDENT'S

IDENTIFICATION / DETAILS

A	PERSONAL INFORMATION
	ANY NAMEANY ADDRESS
TELEP	ACT PERSON POSITION WEBSITE WEBSITE ADDRESS:

В	QUESTIONNARE	
		Sole Proprietorship
		Partnership
1	Your entity operates as which one of the following?	Limited Liability
		Others
		(0-1)
		(1-3)
2	How many years has your entity been in operation?	(3-5)
		(5-10)
		(10 & Over
		(1-5)
		(6-10)
3	Number of Employees within your entity?	(11-15)
		(16 & Over)
		(1-3)
	How many similar contracts has your entity successfully	(4-6)
4	completed in the last 2 years?	(7-9)
		(10 & Over)
		(50-100)K
	What is the highest sum of any of the contracts completed in	(101-200)K
6	the last 2 years?	(201-400)K
		Over 400K
7	Has your entity failed to complete a contract for a public or	YES
	private entity?	NO

(TICK WHERE APPLICABLE ABOVE)

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 contract and possible debarment from future prospects.				
Signature of Company Representative Company Name/Stamp				
				
Date				

7.0 Anti-Collusion Statement

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	TUREIN CAPACITY OF		
DATE	2017		
DULY AUTHORISED TO SIGN TENDERS AND ACKNOW CERTIFICATE FOR AND ON BEHALF OF:	LEDGE THE CONTENTS OF THE ANTI-COLLUSION		
NAME OF FIRM			
FULL POSTAL ADDRESS			
TELEPHONE NO FAX	No		

8.0 TENDER CHECKLIST

The following documents 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 noncompliant and rejected:

(1) Completed Bill of Quantities.	
(2) Completed and Signed Form of Tender . The Form document shall be signed by a person legally authorized firm to a contract. The complete tender sum should be cand included in the form of tender). Also the start and supply.	d to bind the Llearly written
(3) Identification Details of the tenderer or Business	
(4) Tax/social security Compliance Certificate (if locally base	ed)
(5) Anti-Collusion Statement	

EVALUATION OF TENDER Evaluation Criteria

The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. 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. Tenders must achieve a minimum score of 65% to be considered for award of contract.

Criteria Description	Weight (%)
Administrative Compliance	Pass/Fail
Price	50
Availability (Delivery Time)	20
Adherence to Specification	30

Tenderers that fail to meet the above qualifying score will be rejected and not considered for award of contract.

Administrative Compliance (Pass/Fail)

Tenderers must submit all the documents requested in the tender document. The tender checklist provides a list of requirements which need to be fulfilled. All Tenderers are required to fully complete the Form of Tender including the commencement time and the proposed completion time which are highlighted. In addition they need to fully complete the Bill of Quantities provided. A valid Tax Compliance Certificate need to be submitted with their submission. Tenderers should sign and date the Anti-Collusion statement. Similarly details of previous experience must be submitted in accordance with the Technical Compliance below. This is a pass/fail criteria. If all the above requirements are fulfilled then the tenderer would move onto the other evaluation criteria. If any of the above mentioned items are not submitted then the tender would be deemed non-compliant and rejected.

Financial Compliance (50%)

The tendered price is a significant factor and the Government of Montserrat will seek to ensure that the works are under taken at the most economically advantageous price. The Government of Montserrat is not bound to accept the lowest or any tender. However, there are other factors which comprise the criterion which are stated in the table above (Criteria Description) and these will be considered proportionately. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenders.

Availability (Delivery Time) (20%)

A higher than normal weighting has been given to delivery schedule, so that preference can be given to those suppliers that can supply the equipment into Montserrat at the earliest time. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

Adherence to Specification (30%)

Adherence to technical specification is paramount. The procuring entity is particular that the stated specification is received from the supplier. Under no circumstance will the procuring entity accept equipment different in quality than those stated in the specifications and Bills of Quantities. Marks will be awarded depending on the degree of compliance with the technical specifications as compared with the other tenders.