



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

Date: 17th July, 2018

Dear Sir/Madam,

Re: Tender for the Supply of Equipment for the Montserrat Terrestrial Fibre Project:

- Lot A** (Cisco Switches and Accessories)
- Lot B** (Power Backup & Server Racks)
- Lot C** (Fibre Tools and Other Fibre Equipment)

Tenders are invited for the supply of IT equipment for use in the Montserrat Terrestrial Fiber Project. All equipment must be submitted in accordance with the model numbers and descriptions in the Bill of Quantities, which accompanies 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

Tenderers may submit a bid which includes one or more than one lot; and **GoM** reserves the right to issue contracts for one or multiple lots.

Electronic tender packs can be accessed and submitted via the myTender Portal at <http://www.mytenders.org/>.

Hard copies (paper copy) can be downloaded from the Government of Montserrat website at <http://www.gov.ms/tenders/>.

If you choose to submit a Paper based tender then you must follow the instructions in this ITT, failure to follow the instructions may result in your bid being deemed non-compliant and not considered any further in this process.

Tenders, both electronic and hard copies, are to be received no later than **12:00 mid-day Eastern Caribbean time and 17:00 UK time on Wednesday 01st August, 2018**. Tender opening will be at 14:00 on Wednesday 01st August 2018.

The deadline for submission of clarifications /queries will be **Thursday 26th July, 2018**.

Clarifications can be submitted through the myTenders portal at <http://www.mytenders.org/>. or in writing to Mr Denzil West, Director, DITES at westd@gov.ms and copied to Procurement@gov.ms.
Queries received after the deadline will not be answered.

Yours sincerely,



Daphne Cassell (Mrs)
Permanent Secretary
Office of the Premier

1.0 INVITATION TO TENDER

Scope of Work

The Department of Information Technology & E-Government Services (DITES) is soliciting bids from qualified businesses and individuals to provide proposals to supply the specified IT Equipment for the Government of Montserrat Terrestrial Fibre Project. 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) Provision of Equipment
Cost associated with acquiring the specified product in quantities specified and shipping with adequate insurance coverage to Port Little Bay, Montserrat.
- (b) Documentation
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 DITES offices in Brades **will be covered by the Government of Montserrat.**
- (d) Delivery Duty Paid
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 INSTRUCTIONS TO TENDERERS

- (1) State which lot(s) of equipment you are interested in tendering for:
 - **Lot A** (Cisco Switches and Accessories)
 - **Lot B** (Power Backup & Server Racks)
 - **Lot C** (Fibre Tools and Other Fibre Equipment)
- (2) The contract conditions adopted for this project will be the Government of Montserrat General Conditions of Contract.
- (3) The Government of Montserrat retains the right to negotiate the Bill of Quantities submitted after a contract has been awarded.
- (4) 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.
- (5) 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 the business or individual locally based.
- (6) Tax
Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the

Professional Fees from this project while non-residents are liable to a 20% Withholding Tax deduction from the gross amount.

Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information, please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms

(7) Submitting a Tender

There are two options for submitting a tender:

- **Electronic tender submissions can be uploaded via the Mytender Portal at <https://www.mytenders.co.uk/>**
If you are intending to make an electronic submission to this tender, please register your interest on mytenders at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.
- **Hard copies can be submitted by hand – Please follow the instructions set out below;**

Submitting a hard copy of your tender.

Steps

You will need two plain envelopes for the Tender submission

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

Envelope 1.

Follow the steps written below:

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

Supplier Name (Your company name)

**“Tender for the Supply of Equipment for the Montserrat Terrestrial Fibre Project”
The Chairman, Public Procurement Board,
Ministry of Finance & Economic Management, P O Box 292, Brades, Montserrat**

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

Envelope 2

Continue following the steps below:

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

**“Tender for the Supply of Equipment for the Montserrat Terrestrial Fibre Project”
The Chairman, Public Procurement Board,
Ministry of Finance & Economic Management, P O Box 292, Brades,
Montserrat**

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

Tenders are to be received no later than **12:00 mid-day Eastern Caribbean time on Wednesday 01st August 2018.**

Please ensure that no additional marks are placed on the envelope.

- (8) All tenders will be arithmetically checked, and any errors will be brought to the bidder's 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.
- (9) Bidders are not allowed to submit multiple or alternative tenders.
- (10) 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.
- (11) Tenders will be evaluated based on the criteria outlined in this document.

- (12) Tenders must be submitted exclusively in English and addressed to;
The Chairman
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.

- (13) The equipment to be supplied **must** be in new condition.
- (14) 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.
- (15) 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 USD1.00 = 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 Montserrat Terrestrial Fibre 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 sums as inserted:

☐ **Lot A** (Cisco Switches and Accessories)

For the sum of: EC\$ _____

(Words)

☐ **Lot B** (Power Backup & Server Racks)

For the sum of: EC\$ _____

(Words)

☐ **Lot C** (Fibre Tools and Other Fibre Equipment)

For the sum of: EC\$ _____

(Words)

Total bid amount: EC\$ _____

(Words)

Please note the applicable exchange rate from US\$ to XCD is 2.7169

If my/our tender is accepted, I/We undertake to complete the sourcing and delivery of the goods within ____ **weeks** from the date of receipt by me/us of the official award of contract. I/We understand that 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 No:

Fax No:

Email:

Date:

4.0 Bill of Quantities

See the Attached Spreadsheet.

"Bill of Quantities - Equipment for the Montserrat Terrestrial Fibre Project.xlsx"

5.0 GENERAL CONDITION OF CONTRACT

This Agreement is made the..... day of..... 2018. between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Office of the Premier (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 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:.....

Designation:.....

Address:.....

.....
 Tel:.....
 Fax:
 Email:.....

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

Daphne S. Cassell
 Permanent Secretary
 Office of the Premier
 Government Headquarters
 Brades
 Montserrat
 Tel: (664) 491-3378
 Fax: (664) 491-6780
 Email: casselld@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

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

6.0 RESPONDENT'S IDENTIFICATION / DETAILS

A	PERSONAL INFORMATION
COMPANY NAME----- REGISTRATION NUMBER ----- COMPANY ADDRESS----- ----- CONTACT PERSON----- POSITION----- TELEPHONE NUMBER- ----- FAX NUMBER----- WEBSITE----- EMAIL ADDRESS:----- -----	

B	QUESTIONNAIRE	
1	Your entity operates as which one of the following?	Sole Proprietorship Partnership Limited Liability Others
2	How many years has your entity been in operation?	(0-1) (1-3) (3-5) (5-10) (10 & Over)
3	Number of Employees within your entity?	(1-5) (6-10) (11-15) (16 & Over)
4	How many similar contracts has your entity successfully completed in the last 2 years?	(1-3) (4-6) (7-9) (10 & Over)
6	What is the highest sum of any of the contracts completed in the last 2 years?	(50-100)K (101-200)K (201-400)K Over 400K
7	Has your entity failed to complete a contract for a public or private entity?	YES 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 a 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..... IN CAPACITY OF

.....

DATE.....2018

DULY AUTHORISED TO SIGN TENDERS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF

FIRM.....

FULL POSTAL ADDRESS.....

TELEPHONE No..... FAX No

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 of Tender document shall be signed by a person legally authorized to bind the firm to a contract. The complete tender sum should be clearly written and included in the form of tender). Also the start and end date of supply. ☐
- (3) Identification Details of the tenderer or Business ☐
- (4) Tax/social security Compliance Certificate (if based in Montserrat) ☐
- (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 (*if based in Montserrat*).

Tenderers should sign and date the Anti-Collusion statement.

This is a pass/fail criterion. 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 undertaken 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.

Tender for the Supply of Equipment for the Montserrat Terrestrial Fibre Project

Bill of Quantities - Revised

Lot A (Cisco Switches and Accessories)						
Equipment Description	Additional Parts or Accessories Description	Model or Part Number	Quantity	Unit Cost	Cost	Notes
Catalyst 9300 48-port PoE+, Network Advantage		C9300-48P-A	7	\$ -	\$ -	
	SN7C-8X5XNBD Catalyst 9300 48-port PoE+, Network Adva	CON-SNT-C93004PA	7	\$ -	\$ -	
	C9300 Network Advantage, 48-port license	C9300-NW-A-48	7	\$ -	\$ -	
	UNIVERSAL	S9300UK9-168	7	\$ -	\$ -	
	715W AC Config 1 Power Supply	PWR-C1-715WAC	7	\$ -	\$ -	
	715W AC Config 1 Secondary Power Supply	PWR-C1-715WAC/2	7	\$ -	\$ -	
	Catalyst 9300 8 x 10GE Network Module	C9300-NM-8X	7	\$ -	\$ -	
	North America AC Type A Power Cable	CAB-TA-NA	14	\$ -	\$ -	
	50CM Type 1 Stacking Cable	STACK-T1-50CM	7	\$ -	\$ -	
	Catalyst Stack Power Cable 30 CM	CAB-SPWR-30CM	7	\$ -	\$ -	
	Cisco ONE Advantage Term, C9300 48-port	C1A1TCAT93002	7	\$ -	\$ -	
	C1 Advantage Term C9300 48P 3Y - DNA, 25 ISE PLS, 25 SWATCH	C1A1TCAT93002-3Y	7	\$ -	\$ -	
	Cisco ONE C9300 DNA Advantage 48-Port Term licenses	C1-C9300-48-DNAA-T	7	\$ -	\$ -	
	Cisco ONE Subscription SKU 3Y	C1-C9300-TRK-3Y	7	\$ -	\$ -	
	Cisco ONE ISE BASE License Term	C1-ISE-BASE-T	175	\$ -	\$ -	
	Cisco ONE Subscription ISE BASE 3Y	C1-ISE-BASE-TRK-3Y	175	\$ -	\$ -	
	Cisco ONE ISE PLUS License Term	C1-ISE-PLS-T	175	\$ -	\$ -	
	Cisco ONE Subscription SKU ISE Plus 3Y	C1-ISE-PLS-TRK-3Y	175	\$ -	\$ -	
	Cisco ONE StealthWatch License Term - 1 Flow License	C1-SWATCH-T	175	\$ -	\$ -	
	Cisco ONE Subscription SWATCH SKU 3Y	C1-SWATCH-TRK-3Y	175	\$ -	\$ -	
Catalyst 9500 24-port 25 + 4x100G uplink, Advantage		C9500-24Y4C-A	2	\$ -	\$ -	
	SN7C-8X5XNBD Catalyst 9500 24-port 25/100G only, Adva	CON-SNT-C95024YA	2	\$ -	\$ -	
	C9500 Network Stack, Advantage	C9500-NW-A	2	\$ -	\$ -	
	UNIVERSAL	S9500UK9-168	2	\$ -	\$ -	
	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R	2	\$ -	\$ -	
	650W AC Config 4 Power Supply front to back cooling	C9K-PWR-650WAC-R/2	2	\$ -	\$ -	
	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	CAB-9K12A-NA	4	\$ -	\$ -	
	Cisco pluggable SSD storage	C9K-F1-SSD-BLANK	2	\$ -	\$ -	
	C9500 DNA Advantage, Term License	C9500-DNA-24Y4C-A	2	\$ -	\$ -	
	Cisco Catalyst 9500 DNA Advantage 3 Year License	C9500-DNA-L-A-3Y	2	\$ -	\$ -	
Catalyst 9300 24-port PoE+, Network Advantage		C9300-24P-A	16	\$ -	\$ -	
	SN7C-8X5XNBD Catalyst 9300 24-port PoE+, Network Adva	CON-SNT-C93002PA	16	\$ -	\$ -	
	C9300 Network Advantage, 24-port license	C9300-NW-A-24	16	\$ -	\$ -	
	UNIVERSAL	S9300UK9-168	16	\$ -	\$ -	
	715W AC Config 1 Power Supply	PWR-C1-715WAC	16	\$ -	\$ -	
	715W AC Config 1 Secondary Power Supply	PWR-C1-715WAC/2	16	\$ -	\$ -	
	Catalyst 9300 8 x 10GE Network Module	C9300-NM-8X	16	\$ -	\$ -	
	North America AC Type A Power Cable	CAB-TA-NA	32	\$ -	\$ -	
	50CM Type 1 Stacking Cable	STACK-T1-50CM	16	\$ -	\$ -	
	Catalyst Stack Power Cable 30 CM	CAB-SPWR-30CM	16	\$ -	\$ -	
	Cisco ONE Advantage Term, C9300 24-Port	C1A1TCAT93001	16	\$ -	\$ -	
	C1 Advantage Term C9300 24P 3Y - DNA, 25 ISE PLS, 25 SWATCH	C1A1TCAT93001-3Y	16	\$ -	\$ -	
	Cisco ONE C9300 DNA Advantage 24-Port Term licenses	C1-C9300-24-DNAA-T	16	\$ -	\$ -	
	Cisco ONE Subscription SKU 3Y	C1-C9300-TRK-3Y	16	\$ -	\$ -	
	Cisco ONE ISE BASE License Term	C1-ISE-BASE-T	175	\$ -	\$ -	
	Cisco ONE Subscription ISE BASE 3Y	C1-ISE-BASE-TRK-3Y	175	\$ -	\$ -	
	Cisco ONE ISE PLUS License Term	C1-ISE-PLS-T	175	\$ -	\$ -	
	Cisco ONE Subscription SKU ISE Plus 3Y	C1-ISE-PLS-TRK-3Y	175	\$ -	\$ -	
	Cisco ONE StealthWatch License Term - 1 Flow License	C1-SWATCH-T	175	\$ -	\$ -	
	Cisco ONE Subscription SWATCH SKU 3Y	C1-SWATCH-TRK-3Y	175	\$ -	\$ -	
Cisco WS-C3560CX-12PC-S Catalyst Switch - 12 Ports - Managed - Rack-Mountable		WS-C3560CX-12PC-S	15	\$ -	\$ -	
	SN7C-8X5XNBD Cisco Catalyst 3560-CX 12 Port PoE IP Ba	CON-SNT-WSC312PC	15	\$ -	\$ -	

	North America AC Type A Power Cable	CAB-TA-NA	15	\$	-	\$	-
	Console Cable 6ft with USB Type A and mini-B	CAB-CONSOLE-USB	15	\$	-	\$	-
	DIN Rail Mount For 3560-CX and 2960-CX Compact Switch	CMPCT-DIN-MNT	15	\$	-	\$	-
				\$	-	\$	-
Cisco - WS-C3560CX-8PC-S - Cisco 3560CX-8PC-S Layer 3 Switch - 8 Ports - Manageable		WS-C3560CX-8PC-S	10	\$	-	\$	-
	SNTC-8X5XNBD Cisco Catalyst 3560-CX 8 Port PoE IP Bas	CON-SNT-WSC38PCS	10	\$	-	\$	-
	North America AC Type A Power Cable	CAB-TA-NA	10	\$	-	\$	-
	Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	PWR-CLP	10	\$	-	\$	-
	DIN Rail Mount For 3560-CX and 2960-CX Compact Switch	CMPCT-DIN-MNT	10	\$	-	\$	-
Catalyst 9400 Series 10 slot,Sup, 2xC9400-LC-48U, DNA-A LIC		C9410R-96U-BNDL-A	1	\$	-	\$	-
	SNTC-8X5XNBD Catalyst 9400 Series 10 slot,Sup, 2xC940	CON-SNT-C9410R9A	1	\$	-	\$	-
	Cisco Catalyst 9400 Network Advantage License	C9400-NW-A	2	\$	-	\$	-
	Cisco Catalyst 9400 Series Slot Blank Cover	C9400-S-BLANK	2	\$	-	\$	-
	Cisco Catalyst 9400 Series Power Supply Blank Cover	C9400-PWR-BLANK	4	\$	-	\$	-
	Cisco Catalyst 9400 XE 16.6 Universal W/O DTLS	S9400ULPEK9-166	1	\$	-	\$	-
	Cisco Catalyst 9400 Series 3200W AC Power Supply	C9400-PWR-3200AC	4	\$	-	\$	-
	NEMA 5-20 to IEC-C19 14ft US	CAB-US520-C19-US	4	\$	-	\$	-
	Cisco ONE Advantage Term, C9400	C1A1TCAT94001	1	\$	-	\$	-
	C1 Advantage Term C9400 3Y - DNA, 100 ISE PLS, 100 SWATCH	C1A1TCAT94001-3Y	1	\$	-	\$	-
	Cisco ONE C9400 DNA Advantage Term licenses	C1-C9400-DNAAA-T	1	\$	-	\$	-
	Cisco ONE Term SKU 3Y	C1-C9400-TRK-3Y	1	\$	-	\$	-
	Cisco ONE StealthWatch License Term - 1 Flow License	C1-SWATCH-T	100	\$	-	\$	-
	Cisco ONE Subscription SWATCH SKU 3Y	C1-SWATCH-TRK-3Y	100	\$	-	\$	-
	Cisco ONE ISE PLUS License Term	C1-ISE-PLS-T	100	\$	-	\$	-
	Cisco ONE Subscription SKU ISE Plus 3Y	C1-ISE-PLS-TRK-3Y	100	\$	-	\$	-
	Cisco ONE ISE BASE License Term	C1-ISE-BASE-T	100	\$	-	\$	-
	Cisco ONE Subscription ISE BASE 3Y	C1-ISE-BASE-TRK-3Y	100	\$	-	\$	-
	Cisco Catalyst 9400 Series Supervisor-1 Bundle Select Option	C9400-SUP-1-B	1	\$	-	\$	-
	Cisco Catalyst 9400 Series Supervisor 1 Module	C9400-SUP-1	1	\$	-	\$	-
	Cisco Catalyst 9400 Series 2xC9400-LC-48U for Bundle Select	C9400-LC-48U-B	1	\$	-	\$	-
	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	C9400-LC-48U	1	\$	-	\$	-
	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	C9400-LC-48U	1	\$	-	\$	-
	Cisco Catalyst 9400 Series Redundant Supervisor 1 Module	C9400-SUP-1/2	1	\$	-	\$	-
	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)	C9400-LC-24XS	1	\$	-	\$	-
	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	C9400-LC-48U	1	\$	-	\$	-
	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	C9400-LC-48U	1	\$	-	\$	-
	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	C9400-LC-48U	1	\$	-	\$	-
Cisco ISR 4431 AX Bundle with APP and SEC license		ISR4431-AX/K9	2	\$	-	\$	-
	IP Base License for Cisco ISR 4400 Series	SL-44-IPB-K9	2	\$	-	\$	-
	U.S. Export Restriction Compliance license for 4400 series	FL-44-HSEC-K9	2	\$	-	\$	-
	AC Power Supply for Cisco ISR 4430	PWR-4430-AC	2	\$	-	\$	-
	AC Power Supply (Secondary PS) for Cisco ISR 4430	PWR-4430-AC/2	2	\$	-	\$	-
	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	CAB-AC	2	\$	-	\$	-
	8G eUSB Flash Memory for Cisco ISR 4430	MEM-FLSH-8G	2	\$	-	\$	-
	ISRWAAS RTU for 1300 connections	ISRWAAS-RTU-1300	2	\$	-	\$	-
	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	MEM-4400-DP-2G	2	\$	-	\$	-
	AppX License for Cisco ISR 4400 Series	SL-44-APP-K9	2	\$	-	\$	-
	Blank faceplate for NIM slot on Cisco ISR 4400	NIM-BLANK	2	\$	-	\$	-
	Security License for Cisco ISR 4400 Series	SL-44-SEC-K9	2	\$	-	\$	-
	4G DRAM (1 x 4G) for Cisco ISR 4400	MEM-44-4G	2	\$	-	\$	-
	Cisco ISR 4400 Series IOS XE Universal	SISR4400UK9-316S	2	\$	-	\$	-
Cisco Compatible SFP Transceiver Module - 1000BASE-BX40-D - Small Form-factor Pluggable (SFP) - LC Connector - Single-mode Fiber (SMF) - up to 40km reach (Distance) - TX-1490nm/RX-1310nm Wavelengths		GLC-BX-D-40KM	41	\$	-	\$	-
Cisco Compatible SFP Transceiver Module - 1000BASE-BX40-D - Small Form-factor Pluggable (SFP) - LC Connector - Single-mode Fiber (SMF) - up to 40km reach (Distance) - TX-1310nm/RX-1490nm Wavelengths		GLC-BX-U-40KM	41	\$	-	\$	-
Cisco Compatible 10G-SFP Bidirectional for 40km - 1320 to 1340 (Tx) / 1260 to 1280 (Rx)		SFP-10G-BX40D-I	3	\$	-	\$	-
Cisco Compatible 10G-SFP Bidirectional for 40km - 1260 to 1280 (Tx) / 1320 to 1340 (Rx)		SFP-10G-BX40U-I	3	\$	-	\$	-
Lot A			Sub Total	\$	-	\$	-

Lot B (Power Backup & Server Racks)						
Equipment Description	Additional Parts or Accessories Description	Model or Part Number	Quantity	Unit Cost	Cost	Notes
APC UPS		SUVT30KH4B4S	3	\$	-	\$

	APC UPS Network Management Card 2 with Environmental Monitoring	AP9631	3	\$	-	\$	-	
	APC Temperature & Humidity Sensor	AP9335TH	3	\$	-	\$	-	
APC Server Racks & Accessories		AR2580	7	\$	-	\$	-	
APC Cable Management Rings, 8 Inch Deep, NetShelter 750 & 800mm Wide Enclosures (Qty. 8)		AR7707	14	\$	-	\$	-	
APC CAT 6 Patch Panel, 24 port RJ45 to 110 568 A/B color coded		CAT6PNL-24	21	\$	-	\$	-	
APC Rack PDU, Switched, 1U, 15A, 100/120V, (8)5-15		AP7900B	14	\$	-	\$	-	
		Lot B	Sub Total	\$	-			

Lot C (Fibre Tools and Other Fibre Equipment)								
Equipment Description	Additional Parts or Accessories Description	Model or Part Number	Quantity	Unit Cost	Cost	Notes		
Fujikura 70S+ Fusion Splicer Kit (with cleaver, battery and cord)		S015591	1	\$	-	\$	-	
	Two Year Extended Warranty	S013000	1	\$	-	\$	-	
Fujikura FTK Pro Installer Kit (No OTDR)		FTK1-01-0902PR	1	\$	-	\$	-	
Fujikura FLX380 FlexTester3 OTDR with LinkMap		FLX380-304U-CMP2-ENG-US-LC-400HP	1	\$	-	\$	-	
	OTDR Port Adapters (Type: FC)	2900-50-0002MR	1	\$	-	\$	-	
	OTDR Port Adapters (Type: SC)	2900-50-0003MR	1	\$	-	\$	-	
	OTDR Port Adapters (Type: ST)	2900-50-0004MR	1	\$	-	\$	-	
	OTDR Port Adapters (Type: LC)	2900-50-0006MR	1	\$	-	\$	-	
	OTDR Port Adapters (Type: Bare Fiber Adapter)	8500-10-0007	1	\$	-	\$	-	
	OPM Port Adapter (Type: FC)	2900-52-0001MR	1	\$	-	\$	-	
	OPM Port Adapter (Type: SC)	2900-52-0002MR	1	\$	-	\$	-	
	OPM Port Adapter (Type: ST)	2900-52-0003MR	1	\$	-	\$	-	
	OPM Port Adapter (Type: LC)	2900-52-0004MR	1	\$	-	\$	-	
	OPM Port Adapter (Type: 2.5 mm Universal)	2900-52-0005MR	1	\$	-	\$	-	
	OPM Port Adapter (Type: 1.25 mm Universal)	2900-52-0006MR	1	\$	-	\$	-	
	VFL Test Port Connector Adapters (2.5 mm Universal)	2900-53-0001MR	1	\$	-	\$	-	
	VFL Test Port Connector Adapters (1.25 mm Universal)	2900-53-0002MR	1	\$	-	\$	-	
Fujikura RS03 Thermal Stripper		S016817	1	\$	-	\$	-	
Micos ORM 96 MIS Wall-mounted optical distribution box		ORM 96 MIS	2	\$	-	\$	-	
Micos MURM LH 16 SDF Wall-mounted Optical Distribution Box		URM LH 16 SDF	14	\$	-	\$	-	
Micos URM SL 12C Wall-mounted optical distribution box		URM SL 12 C	23	\$	-	\$	-	
Black Box Low-Profile Vertical Wallmount Cabinet - 6U, 36"D Equipment		RMT353LA	8	\$	-	\$	-	
Black Box Low-Profile Vertical Wallmount Cabinet - 4U, 36"D Equipment		RMT352LA	5	\$	-	\$	-	
		Lot C	Sub Total	\$	-			

N.B. All equipment must have a minimum 1 year Warranty

Equipment quoted must be as per the stated model/part numbers, unless discontinued by the manufacturer

Total	\$	-
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