

# **REQUEST FOR PROPOSALS**

## **Installation, Operation, and Maintenance of the Montserrat Submarine Fibre Optic Cable Project**



**GOVERNMENT OF MONSTERRAT**  
Office of the Premier  
Brades, Montserrat  
Tel: +1-664-491-3378 / -3463

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**Government of Montserrat  
Office of the Premier**

**Date: 28<sup>th</sup> January 2019**

**Ref: OP/SUBRFP/28012019**

**Re: RFP for the Installation, Operation and Maintenance of the Montserrat Submarine Fibre Optic Cable Project**

Dear Sir/Madam,

Proposals are invited for the Installation, Operation and Maintenance of the Montserrat Submarine Fibre Optic Cable for the Government of Montserrat. The proposals must be submitted in accordance with the Terms of Reference and the instructions which accompany this Request for Proposals.

RFP documents can be accessed by visiting the two websites below:

- **Electronic proposal documents can be downloaded and submitted via the MyTenders Portal at <https://www.mytenders.co.uk/>**
- **Hard copies can be downloaded from the Government of Montserrat website at <http://www.gov.ms/tenders/>**

The RFP suite of documents include the following;

- (1) Request for Proposals
- (2) Instructions to Respondents
- (3) Form of Proposal
- (4) Terms of Reference (Service Requirements)
- (5) General Conditions of Contract
- (6) Respondent's Identification and Details
- (7) Anti-Collusion Statement
- (8) Respondent's Checklist
- (9) Evaluation of Proposal
- (10) Administrative Compliance
- (11) Appendix 1 (Terms of Reference)

Any electronic query relating to the RFP should be submitted via the MyTenders Portal <http://www.mytenders.org/>. Clarification to electronic queries will also be posted on the MyTenders Portal <http://www.mytenders.org/>.

The deadline for submission of electronic queries will be **Monday 04<sup>th</sup> March 2019**.

Alternatively, Respondents submitting proposals via hard copy may submit queries in writing addressed to Harjinder Jutle, Head of Procurement at [jutleH@gov.ms](mailto:jutleH@gov.ms) and copied to Denzil West, Director, DITES at [westd@gov.ms](mailto:westd@gov.ms). Such queries will be answered in the form of an addendum and posted on the Government of Montserrat website at <http://www.gov.ms/tenders/>.

The deadline for submission of written queries will be **Monday 04<sup>th</sup> March 2019**. Queries received after this deadline will not be answered.

**The final deadline for submission of proposals will be Wednesday 3rd April 2019 no later than 12.00 midday Eastern Caribbean time, UK 16.00hrs.**

## **1. REQUEST FOR PROPOSALS**

### **1.1 Scope of Work**

The Government of Montserrat is soliciting proposals from qualified companies, to provide proposals for the Installation, Operation and Maintenance of the Montserrat Submarine Fibre Optic Cable. The proposals must conform to the Terms of Reference (Appendix 1) attached to this RFP document.

## **2. INSTRUCTIONS TO RESPONDENTS**

### **2.1 General**

The following instructions have been included for advice and guidance for the completion and submission of proposals. Please ensure that you read the instructions before completing your proposal. Proposals that are found to have not complied with the instructions may be rejected for noncompliance.

2.1.1 Each Respondent is required to:

- i. Examine the RFP and any documents referenced in the RFP and any other information provided by the Procuring Entity.
- ii. Consider all risks, contingencies and other circumstances relating to the delivery of the requirements and include adequate provision in your financial submission to manage such risks and contingencies.
- iii. Ensure that pricing information is submitted in XCD (Eastern Caribbean Dollars).
- iv. If necessary, obtain independent advice before submitting a proposal
- v. Satisfy itself as to the correctness and sufficiency of your Financial Submission, including the proposed pricing and the sustainability of the pricing.

2.1.2 The Respondent shall ensure that each and every sub-consultant, consortium member and adviser adheres to the terms of these instructions and the Conditions of Proposal.

2.1.3 The Respondent shall not make contact with any other employee, agent or consultant of the Authority who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.

2.1.4 The Authority or Government of Montserrat shall not be committed to any course of action as a result of:

- issuing this RFP or any invitation to participate in this procurement exercise;
- an invitation to submit any Response in respect of this procurement exercise;

- communicating with a Respondent or a Respondent’s representatives or agents in respect of this procurement exercise; or
- any other communication between the Authority and/or any relevant GoM Departments (whether directly or by its agents or representatives) and any other party.

2.1.5 Respondents shall accept and acknowledge that by issuing this RFP the Authority shall not be bound to accept any proposal and reserves the right not to conclude a Contract for some or all of the services and services for which Submissions are invited.

2.1.6 The Authority reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement exercise.

## **2.2 Type of Contract**

2.2.1 The Montserrat General Conditions of Contract will be adopted for this contract.

## **2.3 RFP Checklist**

2.3.1 Respondents must complete the Form of Proposal, Respondent’s Check List, Anti-collusion Statement, and Proposal. Failure to fully complete these documents will lead to the Respondent’s proposal becoming non-compliant and rejected.

## **2.4 Tax Compliance**

2.4.1 The Respondent must submit a Tax Compliance Certificate from the Inland Revenue Department along with the proposal documents, if the individual or company is based in Montserrat. In the case of a sole trader, the tax compliance certificate should be issued in that individual’s name. However, where the sole trader is trading using a business name, the tax compliance certificate should be issued in the business name. In the case of a company, the tax compliance certificate should be issued in the name of the Company”. It is therefore incumbent on the Respondent to ensure that the tax compliance certificate is issued in the correct name. Diligent checks will be made with the Inland Revenue Department and the Financial Services

Commission to verify the accuracy of certificates. Submissions received with improper tax compliance certificates will be rejected.

- 2.4.2 Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project, while non-residents are liable to a 20% Withholding Tax deduction from the gross amount.

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

- 2.4.3 All services undertaken will be the subject of taxation in accordance with the current legislation.

## 2.5 RFP Validity

- 2.5.1 Submissions are to remain open for acceptance for a period of 90 days. A proposal valid for a shorter period will be rejected.

## 2.6 Timescales

- 2.6.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Authority does not intend to depart from the time table it reserves the right to do so at any stage.

DATE	STAGE
<b>28<sup>th</sup> January, 2019</b> (Monday)	RFP Published on the Government of Montserrat website. ( <a href="http://www.gov.ms/tenders">www.gov.ms/tenders</a> ) and myTenders <a href="https://www.mytenders.co.uk/">https://www.mytenders.co.uk/</a>
<b>04<sup>th</sup> March 2019</b> (Monday)	Clarification Period Closed
<b>3<sup>rd</sup> April 2019</b> (Wednesday) no later than 12.00 midday Eastern Caribbean time, UK 16.00hrs	RFP Return Date (Submission Deadline).



## **2.7 Authority's Contact Details**

2.7.1 Unless stated otherwise in these Instructions or in writing from the Authority, all communications from Respondents (including their sub-consultants, consortium members, consultants and advisers) during the period of this procurement exercise must contact the named persons in the invitation letter.

2.7.2 All communications should be clearly headed and include the name, contact details and position of the person seeking the clarification.

## **2.8 Award of Contract**

2.8.1 At the end of the evaluation, The Public Procurement Board will inform the Preferred Respondent that they have been selected to enter into detailed negotiations with the Procuring Entity in order to finalise and agree a Contract. Unsuccessful Respondents will also be notified at the same time as the successful Respondent.

## **2.9 Insurance**

2.9.1 The successful Respondent may be asked to submit details of their current insurance in relation to carrying out this service.

## **2.10 Submission of Proposals**

2.10.1 Respondents must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Submissions. Respondents are solely responsible for the costs and expense incurred in connection with the preparation and submission of their proposal and all other stages of the selection and evaluation process. Under no circumstances will the Authority be liable for any costs or expense borne by Respondents, sub-consultants, suppliers or advisers in this process.

2.10.2 The Authority may at its own absolute discretion extend the closing date and the time for receipt of Submissions

2.10.3 All Submissions will be arithmetically checked; any errors will be brought to the proposer’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.

2.10.4 The Authority is not bound to accept the lowest priced Submission and has the right to accept and reject any proposal offers.

2.10.5 Late Submissions will not be accepted or if accepted, considered.

2.10.6 Submitting a Proposal

There are two options for submitting a proposal:

- Electronic proposal submissions can be uploaded via the MyTenders Portal at <https://www.mytenders.co.uk/>

If you are intending to make an electronic submission to this RFP, 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 as follows – Please follow the instructions set out below:

Submitting a hard copy of your proposal

- You will need two plain envelopes for the proposal submission
- You must follow these instructions, failure to do so may result in the proposal being non-compliant and not considered any further.
- On the outside of Envelope 1, containing the hard copy of your proposal, follow steps #1 and #2 written below:

1. Write the name of the Respondent (Tenderer, Supplier) on this envelope
2. Write the name of the project and the address on the envelope as follows:

Supplier Name (Your Company Name)  
RFP for Installation, Operation and Maintenance of the  
Montserrat Submarine Fibre Optic Cable Project  
The Chairman, Public Procurement Board  
Ministry of Finance and Economic Management  
P.O. Box 292, Brades, Montserrat, MSR1110

3. Now put this envelope into another plain envelope (Envelope 2). Continue following the steps below for Envelope 2:
4. Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address for proposal return:

RFP for Installation, Operation and Maintenance of the  
Montserrat Submarine Fibre Optic Cable Project.  
The Chairman, Public Procurement Board  
Ministry of Finance and Economic Management  
P.O. Box 292, Brades, Montserrat, MSR1110

\*NB: Envelope 2 must not have the Respondent's name on it or any other markings. Failure to comply with this requirement will lead to your submission being deemed non-compliant and not considered any further.

Hard copies of proposals are to be delivered to the address above. Respondents will be given a receipt.

## **2.11 Queries Relating to the RFP**

- 2.11.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with these Instructions.
- 2.11.2 The Authority will endeavor to answer all questions as quickly as possible, but cannot guarantee a minimum response time. In order to satisfy query requests, the Authority has designated a specific personnel to deal with clarification requests from Respondents.
- 2.11.3 Any electronic query relating to the RFP should be submitted via the MyTenders Portal <http://www.mytenders.org/>. Clarification to electronic queries will also be posted on the MyTenders Portal <http://www.mytenders.org/>.
- 2.11.4 Alternatively, Respondents submitting proposals via hard copy may submit queries in writing addressed to Harjinder Jutle, Head of Procurement at [jutleH@gov.ms](mailto:jutleH@gov.ms) and copied to Denzil West, Director, DITES at [westd@gov.ms](mailto:westd@gov.ms). Such queries will be answered in the form of

an addendum and posted on the Government of Montserrat website at <http://www.gov.ms/tenders/>.

- 2.11.5 The deadline for submission of electronic and written queries will be Monday 04<sup>th</sup> March 2019. Queries received after this deadline will not be answered.
- 2.11.6 In order to ensure equality of treatment of Respondents, the Authority intends to share the questions and clarifications raised by Respondents together with the Authority's responses (but not the source of the questions) to all participants on a regular basis.
- 2.11.7 The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

### **3. FORM OF PROPOSAL**

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

Dear Sir/Madam,

**Re: RFP for the Installation, Operation and Maintenance of the Montserrat Submarine Fibre Optic Cable Project**

I/We the undersigned undertake to supply and deliver the products and services as outlined in the Terms of Reference in accordance with the general conditions of contract as provided in the RFP documents.

**EC\$:** .....

(words): .....

.....

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

If my/our proposal is accepted, I/We undertake to ensure the implementation and delivery of the Montserrat Submarine Fibre Optic Cable Project as soon as possible, and no more than .....**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 proposal. I/We confirm this proposal shall remain valid for a period of 90 days from the date of submission of this proposal.

Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project.

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](mailto:irev@gov.ms)

Name:  
.....

Signed:  
.....

Name of firm:  
.....

Address:  
.....,,,,,,,,,,,,,

Telephone Number:  
.....

Fax No:  
.....

Email:  
.....

Date:  
.....

**4. TERMS OF REFERENCE (SERVICE REQUIREMENTS)**

Please refer to the attached Terms of Reference Document in **Appendix 1**.

## 5. **GENERAL CONDITION OF CONTRACT**

This Agreement is made the ..... day of ..... **2019** 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 RFP 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. Except in cases where there is an exemption from tax, of which proof must be provided.

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](mailto:irev@gov.ms)

**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 as outlined in the Terms of Reference, and agreed to after contract negotiations.

### 2. **VARIATIONS OF CONDITIONS**

The supply and delivery of **all services as per the Terms of Reference and contract negotiations** 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 **GOM** will make payments according to the schedule agreed to after contract negotiations. 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 Cassell  
Permanent Secretary  
Office of the Premier  
Government Headquarters  
Brades  
Montserrat  
Tel: (664) 491-3378  
Fax: (664) 491-6780  
Email: [casseld@gov.ms](mailto:casseld@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. 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
<p>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.</p>	
<hr/> <b>Signature of Company Representative</b>	<hr/> <b>Company Name/Stamp</b>
<b>Date:</b> _____	

## **7. ANTI-COLLUSION STATEMENT**

### **GOVERNMENT OF MONTSERRAT**

#### **PROPOSAL SUBMISSION ANTI-COLLUSION CERTIFICATE**

I/WE CERTIFY THAT THIS PROPOSAL IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE PROPOSAL 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 PROPOSAL PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE PROPOSAL 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 RFP EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM SUBMITTING A PROPOSAL, THAT THEY SHALL WITHDRAW ANY PROPOSAL ONCE OFFERED OR VARY THE AMOUNT OF ANY PROPOSAL 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 PROPOSAL 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 PROPOSAL 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 PROPOSAL 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 PROPOSAL BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS. THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY PROPOSAL 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 PROPOSAL.

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 PROPOSAL IS MADE.

**SIGNATURE**.....

IN CAPACITY OF .....

**DATE:**.....2019

DULY AUTHORISED TO SIGN PROPOSALS 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. **RESPONDENT'S CHECKLIST**

The following documents should be provided for a contractor's proposal to be valid. Respondents are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the proposal being considered noncompliant and rejected:

- (1) Completed Response to the RFP  
(*Respondent's Proposal*).
  
- (2) Completed and Signed Form of Proposal. The Form of Proposal document shall be signed by a person legally authorized to bind the firm to a contract. The complete proposal sum should be clearly written and included in the form of proposal. Also the start and end date of supply.
  
- (3) Identification Details of the Respondent or Business
  
- (4) Tax/social security Compliance Certificate  
(*if locally based*)
  
- (5) Anti-Collusion Statement

## 9. EVALUATION OF PROPOSAL

### Evaluation Criteria

The following evaluation criteria will be used to evaluate proposals received in response to this Request for Proposals. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that proposals would be deemed non-compliant. **Proposals must achieve a minimum score of 65% to be considered for award of contract.**

Criteria Description	Weight (%)
Administrative Compliance	Pass/Fail
Respondent's Experience	25
Technical Proposal	35
Financial Proposal	40

Subcomponents of each criterion are detailed in the Terms of Reference (Appendix 1).

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

#### **Administrative Compliance (Pass/Fail)**

Respondents must submit all the documents requested in the RFP document. The Respondent's checklist provides a list of requirements which need to be fulfilled. All Respondents are required to fully complete the Form of Proposal including the commencement time and the proposed completion time which are highlighted. A valid Tax Compliance Certificate needs to be submitted with their submission (*if locally based*).

Respondents 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 criterion.

If **all** the above requirements are fulfilled, then the Respondent would move onto the other evaluation criteria. If any of the above mentioned items are not submitted, then the proposal would be deemed non-compliant and rejected.

#### **Respondent's Experience (25%)**

The Respondent is expected to have strong experience in the telecommunications and submarine fibre optic cable industries, and to demonstrate that the project management team is experienced in the development and operation of similar projects.

**Technical Proposal (35%)**

The Respondent’s proposed description of the project, the scheduling of development milestones, and the Respondent’s commitment to improving and expanding Montserrat’s telecommunications and Internet services will all be considered in order to determine the technical proposal which is most advantageous to the Government of Montserrat and to Montserratians.

**Financial Proposal (40%)**

The proposal 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 proposal. 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 Respondents.

## **10. ADMINISTRATIVE COMPLIANCE**

1. Proposal received within submission deadline **Y / N**
2. Is the envelope addressed as per the instructions to Respondents **Y / N**
3. Is the proposal submitted in English **Y / N**
4. Is the proposed price inclusive of the relevant tax liability **Y / N**
5. Is the proposed price submitted in Eastern Caribbean Dollars **Y / N**
6. Is the form of proposal fully completed with the contract delivery time **Y / N**
7. Do the products and services proposed conform with the required specification **Y / N**
8. Is the anti-collusion form duly signed **Y / N**
9. Is the Respondent's Identification details form duly completed and signed **Y / N**
10. Is the Respondent's Checklist ticked and signed **Y / N**

**APPENDIX 1**

**REQUEST FOR PROPOSALS**  
**TERMS OF REFERENCE**

**Installation, Operation, and Maintenance of the  
Montserrat Submarine Fibre Optic Cable Project**



## 1. Introduction

- 1.1. Montserrat, a British Overseas Territory, has been without international fibre optic connectivity since the mid-1990s, when the eruption of the Soufrière Hills Volcano led to the decommissioning of the island's only undersea cable connection, a branch of the Eastern Caribbean Fibre System.
- 1.2. Since then, all of Montserrat's international telephony, Internet, and data communications have been routed via microwave to Antigua. Microwave connectivity is not considered to be appropriate for Montserrat's long-term connectivity requirements due to bandwidth limitations, vulnerability to meteorological events and seismic disturbances, and diseconomies of scale.
- 1.3. Recognizing the critical developmental importance of international fibre connectivity, the Government of Montserrat (GoM) and the United Kingdom Department for International Development (DfID), as part of Montserrat's Sustainable Development Plan (SDP) and Strategic Growth Plan (SGP), evaluated the technical and economic feasibility of constructing a submarine fibre optic cable between Montserrat and one or more neighbouring islands with the goal of re-establishing seamless fibre connectivity between Montserrat and the rest of the world.
- 1.4. The feasibility assessments indicated that the installation and operation of a submarine fibre optic cable is both technically and economically viable, and that it would greatly enhance the island's economic and social development. Benefits would be recognized in the form of higher-quality, more reliable, and more affordable services to consumers, businesses, government, and institutional clientele, as well as the ability to efficiently implement beneficial programs such as distance education, telemedicine, and research networking initiatives.
- 1.5. Over the last 20 years the private sector has been unable to implement a submarine fibre optic solution on its own; therefore GoM and DfID acknowledge the importance of public-sector involvement to ensure the implementation of international fibre connectivity. To that end, public funding has been designated in order to assist in the project's development.
- 1.6. GoM and DfID also acknowledge that private-sector stakeholders possess the specialized expertise needed to construct, operate, maintain, and commercialize the cable. A public-private partnership (PPP) model is therefore proposed.
- 1.7. GoM and DfID have considered multiple PPP models for the development of the Montserrat Submarine Fibre Optic Cable Project and

have concluded that the optimal structure for the project would be one in which a single, private investor (the “Supplier-Operator”) would assume responsibility for the installation, operation, maintenance, and commercialization of a submarine cable to be owned by the Government of Montserrat, which will subsidize the construction of the project through a capital investment. The Supplier-Operator would be entitled to ownership of all of the cable’s capacity as well as the revenue streams derived from the sale and/or use of that capacity.

## **2. Project Objectives**

The goals of GoM and DfID in the development of the Montserrat Submarine Fibre Cable Project are as follows:

- 2.1. To maximize the Project’s long-term benefits to Montserratians while minimizing Government’s costs and exposure to risk.
- 2.2. To ensure that the Montserrat Submarine Fibre Optic Cable Project be implemented as quickly and efficiently as possible. It is preferred that the project be completed prior to the 2019 Atlantic hurricane season (which officially begins June 1, 2019), in order to neutralize the existing microwave links’ vulnerability to hurricane damage.
- 2.3. To recognize the importance of submarine cable reliability, resilience, security, and lifespan, and to therefore assign great importance to project design and engineering, marine surveys and site surveys, cable installation, quality and reliability of system components, and maintenance and repair plans.
- 2.4. To promote competition within the Montserratian telecommunications sector by requiring the submarine cable operator to provide capacity on the cable, as well as cable station interconnection and colocation services, to all customers on a non-discriminatory basis and at a reasonable price, subject to governmental regulation and oversight.
- 2.5. To ensure that the cable’s bandwidth be fully leveraged to provide affordable, reliable, high-speed, high-quality telecommunications, Internet, and data services to Montserratian consumer, business, institutional, and governmental clientele.
- 2.6. To optimize the cable’s connectivity to global network infrastructure and network content in the most efficient, reliable, low-cost, and low-latency manner possible.
- 2.7. To dimension the cable and plan for network expansion to fulfil Montserrat’s long-term bandwidth and reliability requirements in a scalable manner that will not incur unnecessary costs in the event that

demand forecasts are not fully realized.

- 2.8. To address and develop contingencies for political and regulatory risk in other jurisdictions, including the country or countries to which the cable will be connected, the country or countries through which the cable's onward connectivity will pass, and/or international waters, in which developments beyond Montserrat's jurisdiction could have an adverse impact on the implementation, operation, and/or maintenance of the cable.
- 2.9. To identify and eliminate, reduce, or offset any detrimental environmental and/or social impacts of the project.

### **3. Eligible Respondents to this Request for Proposals**

- 3.1. This Request for Proposals (RFP) is open to all interested parties with proven expertise in the successful development, implementation, and operation of an international submarine fibre optic cable project and a long-term commitment to the Montserrat market.

### **4. Recipient**

- 4.1 The Montserrat Submarine Fibre Optic Cable will be considered to be a strategic national asset; therefore the selected Supplier-Operator will deliver this project to the Government of Montserrat, which will retain ownership of the cable's undersea and shore-end segments, as well as the cable landing station in Montserrat and the corresponding international cable landing station to the extent possible.

### **5. Scope of Work**

- 5.1. The Supplier-Operator will be expected to assume full responsibility for the conception, planning, installation, construction, commissioning, testing, operation, and maintenance (including any necessary repairs) of the Montserrat Submarine Fibre Optic Cable, for the period lasting from the award of the project's contract until cable end-of-life.
- 5.2. The project will consist of all necessary submarine and terrestrial fibre segments, submarine line terminal equipment, and submarine cable landing stations or equivalent infrastructure (allowing for the possible use of an existing international cable landing station or equivalent infrastructure outside of Montserrat, provided that access and interconnection rights to that cable station or infrastructure are included in the Supplier-Operator's offer).
- 5.3. The Supplier-Operator will be expected to ensure the turnkey

delivery of the project to GoM, and will be responsible for the procurement of all products and services necessary to achieve this, including negotiations with system suppliers, equipment suppliers, and marine contractors.

5.4. Respondents are requested to submit a proposal which meets the below minimum project requirements:

- Delivery to GoM of a new (previously unused) submarine fibre optic communications cable system, appropriately armoured and buried, tested and ready-for-service, including submarine line terminal equipment (SLTEs), initially lit to a minimum transmission capacity of 10 Gbps, upgradeable to at least 10 Tbps, connected to a destination (or destinations) with a liberalized telecommunications regulatory framework which offers competitive and reasonably-priced options for onward connectivity.
- Delivery to GoM of a newly-constructed submarine cable landing station (or equivalent infrastructure) in Montserrat.
- Either the delivery to GoM of a newly-constructed submarine cable landing station (or equivalent infrastructure) at the cable's international destination, OR access and interconnection rights to an existing submarine cable landing station (or equivalent infrastructure) at the cable's international destination(s) (whichever is deemed by the Respondent to offer the greatest value for money).
- Installation of all necessary beach and backhaul fibre segments so as to ensure the delivery of an end-to-end network with reasonable accommodation for carrier interconnection and equipment colocation.
- Operation, maintenance, and repair of the submarine cable system for a minimum of 20 years.
- Assumption of all risk and liability incurred in the development, implementation, installation, construction, operation, maintenance, and repair of the cable, including decommissioning and removal, if necessary.

5.5. Although Respondents are requested to fulfil the above minimum project requirements, they are encouraged to propose any solutions that they believe will maximize project utility, connectivity, reliability, and durability, while minimizing project costs and risk. For example, Respondents may propose the construction of a dual cable network rather than a single point-to-point cable, a 100 Gbps initial lit capacity, design capacity of 100 Tbps, etc., so long as these characteristics

ensure good value-for-money.

## **6. Format of Proposals**

In response to this Request for Proposals (RFP), the Respondents shall propose a coherent solution that will result in the successful development, implementation, operation, maintenance, and repair of the Montserrat Submarine Fibre Optic Cable Project on behalf of the Government of Montserrat. Respondents shall submit the information listed in the Respondent's Experience, Technical Proposal, and Financial Proposal sections below.

### **6.1. Respondent's Experience**

Respondents should provide a full description of their company and its experience in the telecommunications and submarine cable industries, as well as a description of the team which would be involved in managing the Montserrat Submarine Cable Project, in order to clearly show that the Respondent's company possesses the unique expertise required to successfully implement and operate the cable throughout its lifespan.

#### **6.1.1. Supplier-Operator's experience in the telecommunications and submarine cable industries**

- 6.1.1.1. Description of business
- 6.1.1.2. Years in business and predecessor companies
- 6.1.1.3. Experience in the telecommunications industry
- 6.1.1.4. Experience in the submarine cable industry
- 6.1.1.5. Annual revenue and earnings for the last five years
- 6.1.1.6. Any developments which may positively or negatively impact the company's financial health and stability
- 6.1.1.7. Description of operations/assets in Montserrat and the Caribbean, including revenue and employee count
- 6.1.1.8. Description of submarine cable operations/assets

#### **6.1.2. Description and/or curricula vitae of proposed Montserrat Submarine Cable Project management team**

### **6.2. Technical Proposal**

Respondents should explain in detail their vision for how they would design, implement, and operate the Montserrat Submarine Cable Project, including the provision of submarine capacity to the marketplace and the improvement of telecommunications and Internet services to Montserrat's end-users. The Respondent's proposed description of the Montserrat Submarine Cable Project should include geographic routing, cable architecture, cable landing stations, cable capacity and upgradeability, submarine and terrestrial installation

plans and techniques, network operations facilities, maintenance and repair plans, and future-proofing strategies. The scheduling and timing of project milestones should be outlined. An explanation of how the Respondent plans to leverage the submarine cable for the improvement of Montserrat’s telecommunications and Internet services should also be presented.

6.2.1. Supplier-Operator’s proposed description of Montserrat Submarine Cable Project

- 6.2.1.1. Cable routing and network topology (including landing points and choice of point-to-point or dual-cable ring configuration and an explanation of why such routing would be the most efficient)
- 6.2.1.2. Cable design (e.g. number of fibre pairs; armouring; commitment to use new, unused cable; cable brand and type)
- 6.2.1.3. Montserrat Cable Landing Station placement and design
- 6.2.1.4. International Cable Landing Station placement and design (new or existing)
- 6.2.1.5. Landing party agreements, if any
- 6.2.1.6. Initial cable capacity and network architecture (equipment brand and type)
- 6.2.1.7. Design cable capacity and network architecture (upgrade equipment brand and type)
- 6.2.1.8. Anticipated cable capacity upgrade schedule
- 6.2.1.9. Marine installation / laying of submarine cable including expected contractors and burial of submarine cable (length to be buried vs. unburied; burial depth)
- 6.2.1.10. Beach and terrestrial cable installation, burial, and civil works including expected contractors
- 6.2.1.11. Network operations centre or other facilities
- 6.2.1.12. Maintenance and repair plan, procedures, and contingencies
  - 6.2.1.12.1. Expected network reliability and downtime
  - 6.2.1.12.2. Description of the cable maintenance agreement and expected mean time to repair
  - 6.2.1.12.3. Provision for spares for system components
  - 6.2.1.12.4. Plan for partial or total network restoration in the event of a fault, including specific backup paths
  - 6.2.1.12.5. Availability of network engineers in the event of an outage, and brief description of incident escalation hierarchy
  - 6.2.1.12.6. Preventative measures including outreach to seabed and beach users
  - 6.2.1.12.7. Preventative measures to ensure that all undersea and terrestrial components of the Montserrat Submarine Fibre Optic Cable Project are protected against natural disasters such as volcanoes, earthquakes, flooding, and hurricanes

6.2.1.13. Future-proofing and provision for technological advancements

6.2.2. Supplier-Operator’s proposed scheduling of the following project development milestones (including any anticipated issues or challenges, and maximum delays)

- 6.2.2.1. Desktop, terrestrial, and marine surveys
- 6.2.2.2. Environmental impact assessment
- 6.2.2.3. Cable and equipment procurement and supply
- 6.2.2.4. Land cable, plant, and civil works
- 6.2.2.5. Cable station construction
- 6.2.2.6. Marine installation
- 6.2.2.7. Testing and acceptance
- 6.2.2.8. Ready-for-Service (RFS)

6.2.3. Supplier-Operator’s proposal to leverage the submarine cable for the improvement and/or expansion of telecommunications and Internet services in Montserrat

- 6.2.3.1. Commitment to launch or improve end-user services
- 6.2.3.2. Benchmarking commitments to ensure affordable, high-quality service compared to peer markets
- 6.2.3.3. Expansion of public Wi-Fi and/or tourist services
- 6.2.3.4. Promotion of social initiatives such as distance education, telemedicine, scientific research (including Montserrat Volcano Observatory), etc.

6.3. Financial Proposal

Although GoM will own the physical cable network in exchange for its capital investment, the selected Supplier-Operator will retain ownership over the true value of the cable, i.e. the cable’s capacity, and the Supplier-Operator will be able to use that capacity for its own bandwidth requirements. The Supplier-Operator will also be able to sell bandwidth on the cable to telcos and other bandwidth purchasers, retaining the proceeds of such sales throughout the life of the cable.

Respondents are requested to provide a financial proposal which includes the following details of their proposed investment and commercialization of the project if they are selected as the cable’s Supplier-Operator. All amounts should be quoted in XCD (Eastern Caribbean Dollars). [Please note the applicable exchange rate from US\$ to XCD is 2.7169.]

6.3.1. Total Supplier-Operator investment in the Montserrat Submarine Cable Project and amount of capital investment that will be requested from the Government of Montserrat

- 6.3.1.1. Amount of Supplier-Operator capital investment in the project
  - 6.3.1.2. Supplier-Operator contribution to the project of assets including cable landing station(s), and/or other in-kind contributions
  - 6.3.1.3. Amount of capital investment that the Supplier-Operator will require from the Government of Montserrat
  - 6.3.1.4. Term (in years) of Supplier-Operator's proposed operational concession
  - 6.3.1.5. Confirmation that the Supplier-Operator will assume all liability incurred in the development, implementation, installation, construction, operation, maintenance, and repair of the cable, including decommissioning and removal, if necessary
  - 6.3.1.6. Supplier-Operator's rough order-of-magnitude (ROM) estimates of project capital expenditure, operating expenditure, and revenue, in the form of a project cash flow statement accompanied by a calculation of the project's net present value (NPV)
- 6.3.2. Supplier-Operator's proposed pricing of government and institutional access to bandwidth, including any proposed discounts for government or institutional users of capacity (e.g. University of the West Indies, Red Cross, etc.) and/or any proposed gifting of capacity for non-commercial use between governments (e.g. telemedicine, distance learning, etc.)
- 6.3.3. Supplier-Operator's proposed pricing of commercial cable capacity, interconnection, and colocation offers to telcos and other bandwidth purchasers
- 6.3.3.1. Expected lease and IRU pricing of bandwidth (rough estimated price range for major products including STM-1, wavelengths, IP transit)
  - 6.3.3.2. Comparison of expected pricing to pricing on other regional routes, if possible
  - 6.3.3.3. Expected operations and maintenance (O&M) costs to be charged to capacity purchasers
  - 6.3.3.4. Provision for onward connectivity to Miami/NAP of the Americas, New York, London, and Amsterdam
  - 6.3.3.5. Interconnection and colocation facilities and services, with expected pricing, interconnection policy, and timelines/delays for interconnection and colocation
  - 6.3.3.6. Accessibility to onward international connectivity (e.g. toward Miami, London, etc.)



6.3.3.7. Service quality and availability, including latency (monthly average roundtrip delay in milliseconds between Montserrat and St. Kitts, Antigua, Miami/NAP of the Americas, New York, London, and Amsterdam)

6.3.3.8. Plan to ensure open access for all bandwidth purchasers

## **7. Proposal Evaluation**

### 7.1. Introduction

7.1.1. Proposals will be evaluated to determine the offer that is the most technically and financially advantageous, both from the perspective of the Government of Montserrat as the customer requesting the submarine cable, as well as from the perspective of Montserratians as end-users of telecommunications and Internet services.

### 7.2. Evaluation of Proposals

7.2.1. Proposals will be checked for administrative compliance including the submission of all documents required by the RFP, as indicated in the checklist. Administrative compliance will be evaluated on a pass/fail basis, with compliant proposals moving to the subsequent evaluation stage and non-compliant proposals rejected.

7.2.2. Administratively compliant proposals will be evaluated based on the criteria listed in the table below. Respondents must achieve a minimum score of 65% to be considered for award of contract.

<b>Component</b>	<b>Weighted Score %</b>
<b><u>Administrative Compliance</u></b>	
Submission of all required documents required by the RFP	Pass/Fail
<b><u>Respondent's Experience</u></b>	
Experience in the telecommunications and submarine cable industries	20%
Description and/or CVs of proposed project management team	5%
<b><u>Technical Proposal</u></b>	
Proposed description of Montserrat Submarine Cable Project	25%
Scheduling of project development milestones	5%
Commitment to improve/expand Montserratian telecom & Internet services	5%
<b><u>Financial Proposal</u></b>	
Total Supplier-Operator investment in the Montserrat Submarine Cable Project and requested investment from GoM	30%
Pricing and/or gifting of GoM & institutional access to cable bandwidth	5%
Pricing of commercial cable capacity, interconnection, and colocation offers to telcos & bandwidth purchasers	5%