

GOVERNMENT OF MONTSERRAT

Request for Proposals (RFP)



Design, Supply and Installation of Prison Security Camera System for HMP Montserrat

Office of the Deputy Governor
Her Majesty Prison Montserrat
Montserrat, MSR 1120

June 2024

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1.0 INTRODUCTION

The **Office of the Deputy Governor** (ODG) on behalf of the Government of Montserrat (GOM), is seeking proposals to design, supply and install a Prison Security Camera System for Her Majesty Prison Montserrat (HMP Montserrat). Interested parties are required to submit a proposal that can meet the requirements of the Office of the Deputy Governor set out in the Request for Proposals (RFP) document.

Please read instructions to bidders before completing your submission. Failure to follow instructions may result in your bid being deemed non-compliant and not being considered any further.

This RFP sets out an indicative timetable for the procurement process and provides instructions for Bidders. By participating in this RFP, you are indicating your acceptance to be bound by the guidelines set out in this RFP.

Included are the tender documents, consisting of:

- 1) Introduction
- 2) Request for Proposals (RFP)
- 3) Instructions to Bidders
- 4) Guidance Notes
- 5) Terms of Reference
- 6) Evaluation of Bids
- 7) Respondent's Identification Details
- 8) Form of Tender
- 9) Anti-Collusion Statement
- 10) Tender Checklist
- 11) Appendix A – Form of Contract Agreement

Purpose

- Expects Bidders to submit their Tenders in accordance with the instructions set out in the remainder of this RFP.
- Sets out the overall timetable and process for the procurement to Bidders.
- Provides Bidders with sufficient information to enable them to submit a compliant Tender
- Sets out the Award Criteria and the tender evaluation process that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

This RFP outlines the requirements and evaluation criteria which will be used in order to select the entity for this project. The entity will be selected through the Open competitive procurement process.

2.0 RFP

This is an indicative timetable and may be subject to change.

Project Details	Deliverable
RFP to Design, Supply and Install a Prison Security Camera System for HMP Montserrat	Date Published on Government of Montserrat Website and myTenders Monday 3 rd June 2024
Access to the RFP Suite of Documents	Electronic copies can be downloaded from the Government of Montserrat website at https://tenders.gov.ms/ or at www.mytenders.co.uk If you intend to make an electronic submission to this tender, please register your interest on www.myTenders.co.uk at the earliest opportunity. Please ensure that you allow sufficient time to upload your documents.
Site Visit	A Mandatory site visit is required to be carried out, please contact us via procurement@gov.ms to coordinate your visit with HMP Montserrat's staff
Clarification deadline and contact details	Friday 28 th June 2024 Email: procurement@gov.ms
RFP submission deadline	Wednesday 3 rd July 2024, no later than 12:00 midday (UTC -4)
Tender Submission address	The Chairperson Public Procurement Board Ministry of Finance and Economic Management Brades Montserrat
Contract Commencement – this is an indicative date and maybe subject to change	August 2024

Procurement Process

A suitable and qualified company to design, supply and install a Prison Security Camera System will be selected through this Request for Proposals (RFP). Potential Bidders who are interested in this opportunity are asked to submit their bid in line with the instructions and guidance contained within this RFP:

Process after Submission of Bids

- ✓ Public Opening by Public Procurement Board (PPB) – This is usually on the same day of the deadline for submission of bids. Meeting is usually scheduled for 2:00pm in the Human Resources Management Training Room, Upstairs HR Building.
- ✓ Once the bids have been opened and information on the name of the supplier and the price of the bid is announced and recorded. The public element of the meeting is declared over.
- ✓ The bids are locked away securely.
- ✓ The bids are then passed onto the nominated Evaluation Panel, which has been previously approved by the PPB.
- ✓ The evaluation can take two (2) to six (6) weeks depending upon the number of bids received.
- ✓ The evaluation team will compile a Tender evaluation report which will be presented to the PPB for their consideration and decision.
- ✓ PPB will consider the report and recommendations and will make the final decision.
- ✓ The Procurement department will then send out outcome letters to all bidders via email or hard copy letter, if no email address is available.
- ✓ The successful bidder will be advised to contact the Accounting Officer of the Office of the Deputy Governor to arrange a meeting to discuss and execute contract.
- ✓ No services must commence until a contract has been signed.
- ✓ There will be ongoing performance management for each contract that will feed into project completion and closure report. The performance for each contract may be used in assessing future bid submissions.

Evaluation Process

Tender submissions will be evaluated based on the following RFP Evaluation stages:

Stage 1

When evaluating RFP submissions received, we will check them to ensure that:

- they comply with all instructions
- they do not contain any qualifications or conditions,
- they are clear and comprehensive, and

- they are responsive and complete

Submissions that are not complete will be eliminated and not considered further.

Stage 2

The submissions who meet all the requirements assessed under Section 6 will now have their price submission evaluated.

If the GOM needs to clarify any points, questions will be submitted in writing to the Potential Bidder via email, who will also be required to respond in writing.

Stage 3

Following the outcome of Stage 3, Clarification the GOM will re-moderate the quality scores, if applicable, and recommend to PPB that an award be made to the organization that has achieved the maximum score.

3.0 INSTRUCTION TO BIDDERS

Bidders should read these instructions carefully before completing the Bid and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

Authorities

The Authority concerned with this RFP is the Office of the Deputy Governor on behalf of the Government of Montserrat. The procurement procedure will be managed in accordance with GOM's Procurement Regulations, a copy of which can be found at <https://tenders.gov.ms/publications> .

Disclaimer

The information contained in this document is believed to be correct at the time of issue but neither GOM nor their advisors will accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. GOM reserves the right to amend or vary any area of this document during the course of the procurement.

No information contained in this RFP or in any other communication made between the GOM and any potential Bidder in connection with this RFP shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this RFP. The GOM reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the GOM incur any liability in respect of this RFP or any supporting documentation.

The GOM reserves the right to cancel the tender process at any point. The GOM is not liable for any costs resulting from any cancellation of this tender process or for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the GOM is required to follow under the relevant Procurement regulations 2019.

- The GOM is not making an offer to enter into a contractual relationship by issuing tender documents.
- The GOM is under no express or implied obligation to invite or evaluate tenders from any or all of the companies who respond to this contract notice with a tender submission.
- The issue of the tender documents does not imply any representation by the GOM as to the candidate’s financial stability, technical competence or ability in any way to carry out the Services. We reserve the right to return to these matters as part of the evaluation process.
- The laws of Montserrat shall apply for the purposes of all proceedings relating to this procurement process and any contract awarded pursuant thereto.

Potential Bidders are requested to note that wherever in the RFP there is a reference to the proprietary name of a service or qualification, or to a specific standard, alternative services or qualifications or standards will be acceptable provided the Potential Bidders can demonstrate that the service, qualification or standard is at least equivalent in quality and specification to the named service, qualification or standard and that the alternative meets all of the GOM’s requirements to the Authorities satisfaction.

Confidentiality

All information provided in this document, particularly financial information, shall remain confidential between the organisation and GOM and its advisers. GOM will not share this information with any other organisations or Public Bodies without the permission of the organisation. Similarly, organisations must treat all information provided by GOM and its advisers as confidential.

Respondents are required to respect the confidentiality of the process and must not seek to gain advantage by discussing this process or any potential bid with the Press, any GOM official involved in the process or the United Kingdom Foreign, Commonwealth Development Office (FCDO). Under no circumstances should direct contact be made with anyone else regarding this process without the prior arrangement or agreement of the GOM Head of Procurement. Failure to observe this confidentiality may result in disqualification from the tender process.

All information supplied by the Contracting Authority in connection with this RFP shall be regarded as confidential except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of responses to this Request for Tender.

Communication and clarification

All communications during the procurement process must be made in writing and be sent by email to:

Name	Alfredo J Landaeta
Title	GOM, Head of Procurement
Email	procurement@gov.ms

Depending on the requirements of Bidders, GOM is willing to reconsider the stated deadlines to allow a further round of requests for clarification if required. During the procurement process it is up to bidders to check the GOM website for updates.

In completing Tender submissions and/or requesting clarification, Bidders must refer back to the numbering format/section as set in the RFP.

Direct or indirect canvassing of any GOM or, public sector employee or agent by any potential Bidder concerning this requirement, or any attempt to procure information from any GOM or, public sector employee or agent concerning this RFP may result in the disqualification of the potential Bidder from consideration for this requirement.

Participation

Tenders must be submitted by, or on behalf of, the proposed bidder of the services. No change in the identity or composition of the Bidder (including the identity or composition of any partner in a consortium or of any sub-contractor to the Bidder) is permitted during the procurement process unless GOM has given its prior approval in writing.

Conflict of Interest

Each bidder shall make full disclosure of any actual or potential conflict of interest arising from any existing business or personal relationships with any of the following (each, a “Conflicted Person”):

- (i) any employee of the Government of Montserrat;
- (ii) any member of the Government of Montserrat;
- (iii) any family member of any such employee; or
- (iv) any business entity controlled by or otherwise not at arm’s length to any one or more of any such employee, or family member.

Without limiting the foregoing, details should be provided of any direct or indirect pecuniary interest of any Conflicted Person in the supply of the services contemplated by this RFP.

Disclosure of any such actual or potential conflict of interest shall be made in writing with the Bidder’s response.

Contract Term

To be agreed and finalised upon contract award.

Contract Award

GOM will award a contract on the basis of the award criteria detailed within Section 6 below (Evaluation of Bids) of this document.

Once GOM has reached a decision in respect of a contract award, it will notify all Bidders of that decision before entering into any contract.

Contract award is subject to the formal approval process of GOM through the Public Procurement Board. Until all necessary approvals are obtained no Contract will be entered into.

Ownership of Material

Any studies, reports, designs or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client (Government of Montserrat). The Consultant may retain a copy of such documents and software.

All documents submitted by bidders in response to this RFP are to remain the property of the Government of Montserrat.

Limitation of Liability

The Government of Montserrat will have no liability to any person or entity for any damages, including, without limitation, direct, indirect, special or punitive damages, arising out of or otherwise relating to this RFP, the Bidder's participation in this RFP process or the Government of Montserrat's acts or omissions in connection with the conduct of this RFP process. This limitation applies to all possible claims by a Bidder, whether arising in contract, tort, equity, or otherwise, including, without limitation, any claim for a breach by the Government of Montserrat of a duty of fairness or relating to a failure by the Government of Montserrat to comply with the terms set forth in this RFP.

Contract Requirements

The Technical Specification details the required Service Level Agreements, Key Performance Indicators and overall GOM requirement. The Potential Bidder shall be required to confirm their ability to meet the Technical Specification.

The Potential Bidder shall be expected to agree to the Contract Terms and Conditions prior to contract commencement.

The potential bidder's terms of business will not be accepted in lieu of or in addition to the Contract Conditions forming part of this RFP.

Tax Obligations

If locally based, the bidder must submit a valid Tax Compliance Certificate from Inland Revenue along with the bidding documents. 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 bidder 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. Tenders received with improper tax compliance certificates would be rejected.

All Services undertaken by local or foreign providers will be the subject of taxation in accordance with the current legislation. 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.

Submission Instructions

Bidders should read these instructions carefully before completing and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

The price information submitted in the Form of Tender must include, (but should not be limited to cover) all the cost essential to design, supply and install a Prison Security Cameras System, including sub-contractors, if applicable

There are **two (2)** ways available for submitting a Tender:

SUBMITTING A BID

- Electronic submissions may be lodged through the MyTenders' portal located at <https://www.mytenders.co.uk/>
 - a. 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.
 - b. Bidders are asked to ensure that documents are uploaded under the appropriate heading, which you have registered for.
 - c. Tenders are to be uploaded at www.mytenders.co.uk no later than 12:00 midday (UTC -4), on Wednesday 10th July, 2024. Please follow the instructions provided in the portal.
- **Hard copies** can be submitted by hand – Please follow the instructions set out below.

Submitting a hard copy of your Tender

You will need two (2) plain envelopes for the Tender submission.

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

Envelope 1.


Follow the steps written below:

- a. Write the name of the Bidder (Bidder, Supplier) on this envelope.
- b. Write the name of the project and the address on the envelope as written below:

**Request for Proposals for the Design, Supply and Installation of
a Prison Security Cameras System for the HMP Montserrat**

**The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades
Montserrat, MSR1110**

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

Envelope 2 

Continue following the steps below:

Envelope 1 should now be inside this envelope (Envelope 2), seal the envelope and then write the Project Title and address as follows:

**Request for Proposals for the Design, Supply and Installation of
a Prison Security Cameras System for the HMP Montserrat**

**The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
P.O. Box 292
Brades
Montserrat, MSR1110**

NB: Envelope 2 must not have the Bidder'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.

Tenders are to be delivered to the address above by **12:00 midday (UTC -4), on Wednesday, 3rd July 2024.**

Bidders will be given a receipt.

4.0 GUIDANCE NOTES

Bidders should read these instructions carefully before completing the Bid and submitting a bid. Failure to comply with these requirements for completion and submission of a Bid may result in the rejection of the Bid. Bidders are advised therefore to acquaint themselves fully with all the provisions of this document.

1. GOM reserves the right to amend or terminate the procurement procedure or change the timings outlined in this RFP.
2. The GOM reserves the right to issue additional documentation at any time during the tendering process to clarify any issue or amend any aspect of the RFP. All such further documentation that may be issued shall be deemed to form part of the RFP and shall supplement and/or supersede any part of the RFP to the extent indicated.
3. Potential Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
4. Under the Contract the GOM will require compliance with its policies. Potential Bidders are advised to satisfy themselves that they understand all the requirements of the service requirements and Contract before submitting their Tender. Where additions or amendments are made to the clauses included in the Supply of Services Agreement and are issued during the tendering process they shall supplement and/or supersede previous versions
5. Any changes to the procurement timetable shall be published as an Addendum on both websites, <https://tenders.gov.ms/> and <https://www.mytenders.co.uk/>
6. The Montserrat General Conditions of Contract will be adopted for this Contract. These are attached as Appendix B. Bidders are advised to satisfy themselves that they understand all the requirements of the Contract before submitting their Tender.

7. Bidders must complete, sign and return Tender Submission Check List, with all the required documents to constitute a compliant Bid. Failure to comply with this requirement will lead to bids being deemed non-compliant and failing to pass the administrative compliant stage. (Stage 1).
8. Bidders are to provide all document or information requested as part of their tender submission. Bidders must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
9. Tenders must be returned in line with the instructions for submitting a Tender. Late submissions will not be considered.
10. All tenders will be arithmetically checked; any errors will be brought to the bidders attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price.
11. Bidders are not permitted to submit alternative tenders.
12. The Government of Montserrat is not bound to accept the lowest bidder and has the right to accept and reject any tender offers.
13. **Tenders must be expressed in either Eastern Caribbean Dollars (XCD) or United States Dollars (USD), excluding any taxes and duties.**
14. Validity Period - The bids must remain valid for acceptance for a minimum of **one hundred and twenty (120) days** after the Submission deadline, to allow time for evaluation, selection and any unforeseen delays. Should circumstances arise that require an extension to this period, we will seek to do this in writing.
15. Tenders must be completed in the English language or a full English translation provided at no cost to the GOM.
16. The submission will be checked for completeness and compliance before responses are evaluated.
17. Any signatures must be made by a person who is authorized to commit the potential Bidder to the Contract.
18. This RFP is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the GOM and its advisers
19. Where Potential Bidders believe that they are unable to submit a Tender through the electronic system or deliver a hard copy or require assistance or further information to be able to use the myTenders portal, they must contact the GOM via email no later than 4 calendar days before the Tender submission due date, to enable any technical queries to be investigated and resolved.
20. The GOM may wish to undertake a site audit on your premises, to clarify any aspect of your tender submission. Following the site visit, the GOM reserves the right to re-moderate the scores given to your submission.
21. Neither the contract nor any work to be performed under the contract or any part hereof may be assigned by the Successful Bidder without the prior written consent of the Government of Montserrat. Such written consent however shall not under any circumstances relieve the Successful Bidder of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Government of Montserrat.
22. Health and Sanitation:
All local health and sanitation requirements must be met at all times. This shall include the wearing of gloves, hair coverings and aprons by staff as appropriate. The highest standards of sanitation must be maintained throughout the contract period.

COVID 19 regulations/protocols must be adhered to.

23. Criminal Record Checks

The service provider shall provide documentary evidence that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of an offence or any other crime that indicates the person poses a threat to the physical safety to anyone.

The service provider shall not assign any employee to provide services pursuant to this Contract if the said worker has ever been convicted of an offense or any crime involving assault, sex offences, violence, or drugs; or if the said worker has engaged in any crime or conduct indicating that the worker may poses a threat to the safety or well-being of employees.

Officials reserve the right to prohibit any employee of the service provider from providing services if it is determined, in its sole discretion, that such employee poses a threat to the safety or well-being of personnel or others.

24. Additional Information:

- **Environmental Issues**

The GOM is committed to the protection of the environment and the promotion of sustainable environmental development. Potential Bidders should note the various obligations contained within the Contract, which will ensure that the successful Potential Bidder will provide the Contract in a non-detrimental manner to the environment.

- **Equalities & Diversity**

The GOM is committed to providing its services in a way, which promotes equality of opportunity at every possibility. It is expected that the successful Potential Bidder will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation.

Potential Bidders should note that the successful Potential Bidder would be asked to contract with the GOM to ensure that they adhere to these obligations and that the GOM will be able to monitor its compliance throughout the Contract Period. The GOM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.

- **Financial Guarantee**

The GOM reserves the right to require the successful Potential Bidder to provide as security for the performance of the Contract, a performance bond or otherwise or as an alternative, require the parent company of the successful Potential Bidder to guarantee the performance of the Contract prior to the award of the Contract

- **Sub-Contracting and Consortia Arrangements**

Where a sub-contracting approach is proposed, all information requested should be given in respect of the prime contractor.

Where sub-contractors will play a significant role in the delivery of the services or products under any ensuing contract, please indicate in a separate annex (by inserting the relevant

company/organization name) the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement.

It is recognized that arrangements in relation to sub-contracting may be subject to future change. However, Potential Bidders should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore may affect the ability of the Potential Bidder to proceed with the procurement process or to provide the goods and/or services.

If the Potential Bidder bidding for a requirement is a consortium, the following information must be provided:

- full details of the consortium; and
- the information sought in respect of each of the consortium's constituent members as part of a single composite response.

Potential Bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate annex. If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in the annex. However, please note the GOM reserves the right to require a successful consortium to form a single legal entity.

The GOM recognizes that arrangements in relation to consortia may (within limits) be subject to future change. Potential Bidders should therefore respond in the light of the arrangements as currently envisaged. Potential Bidders are reminded that any future proposed change in relation to consortia must be notified to the GOM so that it can make a further assessment by applying the selection criteria to the new information provided.

- **Sustainability**

The GOM has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services either directly or via a third party. Consequently, the GOM is looking for a commitment within Tenders to assist the GOM in the following duties: Health and Wellbeing; Our Local Economy; Smarter Travel; Environmental Issues

Potential Bidders should note that the successful Potential Bidder would be asked to contract with the GOM to ensure that they adhere to these obligations and that the GOM will be able to monitor its compliance throughout the Contract Period. The GOM expects each Potential Bidder to state whether they would agree to be bound by such contractual obligations.

- **Developing the Local Economy**

The sustainable development goal places an obligation on Government of Montserrat to consider how what is being procured will improve the economic, social and environmental well-being of our local area.

- **Bidder Performance**

The selected Bidder may be evaluated throughout the course of service delivery in connection with any specific work or projects undertaken as a result of any agreement entered into between any Bidder and the Government of Montserrat. The Government of Montserrat may also conduct periodic reviews/assessments of any selected Bidder, taking into consideration, in addition to specific work related to the project undertaken by the Bidder, ongoing Bidder staff qualifications, experience, training, and staff changes. Any evaluation/assessment will be shared with the Bidder, with the goal of immediate and permanent resolution where concerns have been raised. The Government of Montserrat reserves the right to remove from the roster any selected Bidder

who has been qualified by this RFP process by way of written notice if, in the sole discretion of the Government of Montserrat, based on any on-going or specific evaluation or assessment of the Bidder or its performance of any work, it is deemed to be in the Government of Montserrat's best interests.

- **Payments and Deposits**

Invoices will be paid within fourteen (14) days from the approval date of the invoice.

- **Indemnification**

The Successful Bidder agrees to indemnify and save harmless the Government of Montserrat, its councillors, officers, agents, representatives, and employees, against all suits or claims, requests, legal action and liability regardless of the nature and expenses sustained from injuries or death or any damages or loss to property as a result of the usage of premises or in the execution of the Successful Bidder functions arising from this contract except to the extent of the Government of Montserrat's gross negligence.

At no time will the Government of Montserrat be responsible for any injury sustained by the Successful Bidder, their employees or any person on the Government of Montserrat's premises, nor will the Government of Montserrat be responsible for any loss, including loss of profits or damage caused to the goods of the Successful Bidder, their employees or any other person, including damage to vehicles and their contents, while these goods are on the Government of Montserrat's premises or site.

The Government of Montserrat shall not be liable for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit of the Successful Bidder arising out of or in any way related to this RFP or subsequent contract.

5.0 TERMS OF REFERENCE

Montserrat is a self-governing British Overseas Territory. It is part of the Leeward Islands, in the northern portion of the Lesser Antilles chain of the West Indies. Montserrat is about 16 km long and 11 km wide, with roughly 40 km of coastline. The island is accessed via a short flight from Antigua.

His Majesty' Prison Montserrat is situated on the Northwest coast of the island overlooking the Caribbean towards Nevis.

The Government of Montserrat (GOM) is seeking a suitable and qualified company to design, supply and install a reliable Prison Security Cameras System and all materials and accessories related to the proper and optimal functioning of the system, as this system plays a crucial role in maintaining the safety and security of inmates, staff and visitors. Bidder must ensure that the Security Camera System complies with all relevant legal and regulatory standards.

If the installation of this system includes earth works or partial demolition of structures, bidder is required to include the scope of these activities and its costs, including sub-contractors.

Scope of the Services:

- 1) For the preparation of tender, bidders are expected to conduct a site visit to carryout needs assessment that may include the following:

- a. Conduct site surveys to assess the existing infrastructure and identify surveillance needs.
 - b. Consult with Superintendent of Prison and other security personnel to understand specific security concerns and requirements.
 - c. Evaluate high-risk areas such as entrances, perimeters, cell blocks, common areas, and other critical points.
 - d. Determine the optimal and minimum number of monitoring stations and suggested locations.
 - e. Prepare a draft for a safety and security plan to be carried out during installation of system
- 2) Develop a Security Camera System taking into consideration the needs assessment:
- a. Develop a detailed design for the security camera system, including camera types (night vision, PTZ, stationary), placement, network architecture, and integration with existing security systems.
 - b. Ensure the design covers all required areas with optimal camera coverage and resolution.
 - c. Design should include provisions for future scalability and accommodate over 30 cameras.
 - d. System must be designed to withstand hurricane-force winds, and must be resilient to sea spray.
 - e. The system must store footage for up to 1 year.
- 3) Bidder is required to provide detailed specifications, including warranties for equipment:
- a. Provide detailed technical specifications for all components, including cameras (night vision, PTZ, stationary), mounts, cabling, recording devices, servers, and any additional hardware or software required.
 - b. Specify environmental and durability standards for equipment, particularly waterproofing and sea spray. (provide copies of certifications, if applicable).
 - c. Ensure all cameras and equipment have a minimum warranty of 3 years.
- 4) Other considerations:
- a. Ensure design complies with relevant legal, regulatory, and industry standards.
 - b. Include considerations for data privacy and data security. (indicate the standards that are being applied)
- 5) Supply of equipment:
- a. Source and procure all specified equipment and materials.
 - b. Ensure all products are compliant with the technical specifications provided during the design phase.
 - c. Manage all logistics and storage of materials until installation.
- 6) Pre-Installation:
- a. Conduct a pre-installation meeting with stakeholders to confirm project timelines and responsibilities.

- b. Perform a site readiness assessment to ensure the site is prepared for installation activities
 - c. Prepare a final safety and security plan to be agreed and signed-off by Superintendent of Prison.
- 7) Installation:
- a. Install security cameras at designated locations according to the approved design.
 - b. Install all necessary cabling, mounts, and support infrastructure.
 - c. Set up recording devices, servers, and network connections.
 - d. Ensure secure mounting and weatherproofing of outdoor cameras.
- 8) Integration to existing security systems:
- a. Integrate the new camera system with existing security infrastructure, including monitoring stations and control systems.
 - b. Configure software for camera operation, recording schedules, motion detection, and alert systems.
- 9) Testing and Commissioning:
- a. Conduct thorough testing of the entire system to ensure all components function correctly.
 - b. Perform system diagnostics and address any issues identified during testing.
 - c. Provide a comprehensive commissioning report detailing the operational status of the system.
- 10) Training, Documentation and Handover:
- a. Provide training sessions for prison staff on system operation, maintenance, and troubleshooting.
 - b. Supply training materials, including user manuals and quick reference guides.
 - c. Deliver full documentation of the system, including design documents, technical specifications, installation records, and user manuals.
 - d. Conduct a formal handover of the system to the client, including a final walkthrough and verification of system functionality.
- 11) Quality Assurance and Control
- a. Prepare a quality assurance plan to monitor and verify the quality of work throughout the project lifecycle that could be carried out by HMP Montserrat's staff.
- 12) Health, Safety, and Environmental Considerations
- a. Develop and implement a health and safety plan to ensure the safety of workers and prison staff during installation.
 - b. Responsible for the proper disposal of any waste materials in accordance with environmental regulations.

- 13) Project Management and Reporting
 - a. Prepared a project management plan outlining schedules, milestones, and deliverables. (Gantt Chart)
 - b. Provide weekly progress reports to the client, highlighting any issues or changes in scope.
- 14) Warranty and Support
 - a. Offer a warranty period, at least one (1) year but preferably for a period of three (3) years for all equipment and installation work (labour).
 - b. Provide ongoing support and maintenance options post-installation.

6.0 EVALUATION OF BIDS

The following evaluation criteria will be used to evaluate Bids received in response to this RFP. The Administrative Compliance will be applied before the remaining criteria and is either pass or fail, with failure meaning that bids will be deemed Non-compliant. Bidders must achieve a minimum of 65% of the technical score to be considered for award of contract.

EVALUATION CRITERIA	WEIGHTED SCORE %
Administrative Compliance	PASS/FAIL
Warranty – one (1) year minimum	PASS/FAIL
<i>The technical and cost criteria will be evaluated over a total of 100 %. Bidders are required to achieve at least a minimum of 65% of the technical score to qualify for consideration for contract award.</i>	
Technical Assessment	
Design of Security Camera Plan including Technical Specifications and HSE Plan	50%
Delivery Time including Gantt Chart highlighting deliverables and milestones	15%
After-Sales Technical Support	10%
Financial Assessment	
Cost Proposal	25%
TOTAL	100%

6.1 Administrative Compliance (PASS/FAIL)

Bidders must submit all the documents requested in the Tender Checklist as specified in Section ten (10):

- Completed and Signed Form of Tender (Section 8)
- Completed and Signed Respondent's Identification Details (Section 7)
- Completed and Signed Anti-Collusion Statement (Section 9)
- Valid Tax Compliance Certificate (if locally based)
- Design Security Cameras System

- Development of a Plan highlighting all deliverables, milestones and timelines. (Gantt Chart)
- HSE Plan
- Warranties and After-Sales technical support information
- Technical Specifications, including certification, if applicable.

This is a PASS/FAIL criterion. If all the above requirements are fulfilled, then the bidder would move onto the next stage of the evaluation. If any of the above-mentioned items are not submitted, then the Tender would be deemed non-compliant and rejected.

6.2 Warranty - PASS/FAIL

Bidders shall provide in their tender a minimum of one (1) year from handover of system. However, it is the preference of the management of the HMP Montserrat to have a warranty of three (3) years or more. If extended warranty has a cost, please specify cost in the cost proposal. Details need to be provided with respect to warranty coverage that is being offered with the Prison Security Cameras System. Bidders whose bid do not include a warranty with the minimum period as specified above will be disqualified.

6.3 Design of Security Camera System including Technical Specifications (50%), including HSE Plan

The supplier should provide comprehensive information as per Section 5, "Terms of Reference." This includes detailed technical specifications for all equipment and software to be installed. Special consideration will be given to the effectiveness and robustness of the equipment, particularly its ability to withstand hurricane-force winds, sea spray, and other environmental factors. Additionally, the evaluation will consider the quality of training, documentation, handover processes, and the ease of use for staff. Health, Safety, and Environmental (HSE) plans will also be evaluated as part of this section.

6.4 Delivery Time including Gantt Chart highlighting deliverables and milestones (15%)

Gantt Chart is to be presented highlighting all deliverables and milestones. A higher than normal weighting has been given to delivery or completion schedule, so that preference can be given to those suppliers that can have the system installed and handover completed at the earliest time. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

6.5 After-Sales Technical Support (10%)

The evaluation of after-sales technical support will focus on the supplier's ability to provide comprehensive and responsive post-installation assistance. Key factors include the availability and expertise of support staff, response times for addressing technical issues, and the range of support services offered, such as routine maintenance, software updates, and troubleshooting. Suppliers should demonstrate a clear plan for ongoing support, including detailed service level agreements (SLAs) and a robust communication strategy for reporting and resolving issues. The quality and reliability of after-sales support will be critically assessed to ensure long-term functionality and performance of the security camera system. Any cost related to after-sales technical support should be specify in the

cost proposal, in separate section from overall cost of design, supply and install security cameras system.

6.6 Cost Proposal (25%)

Bidders must complete and signed the Form of Proposal and return them with their RFP submission. The Bid price is a significant factor and the Government of Montserrat will seek to ensure that the services are undertaken at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. The Government of Montserrat may investigate tenders which it regards as abnormally low. Following investigation, if the tender is determined to be abnormally low/high it will be rejected. Bid values will be accessed in relation to internal estimates. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from bidders using the formula below

$$\frac{\text{Lowest Price (A)}}{\text{Higher Price (B)} \times 25\%}$$

A = 10000

B = 14000 x 25% = B's score is 18

7.0 RESPONDENT'S IDENTIFICATION DETAILS FORM

A	PERSONAL INFORMATION		
BUSINESS NAME:.....REGISTRATION NUMBER:.....			
BUSINESS ADDRESS:.....			
CONTACT PERSON:.....POSITION:.....			
TELEPHONE NUMBER(S):.....WEBSITE:.....			
EMAIL ADDRESS:			
B	QUESTIONNAIRE		
		√	Tick the applicable response
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 5 years?		(1-3)
			(4-6)
			(7-9)
			(10 & Over)
5	What is the highest sum of any of the contracts completed in the last 5 years?		(50-100)K
			(101-200)K
			(201-400)K
			Over 400K
6	Has your entity failed to complete a contract for a public or private entity?		YES
			NO
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 that any false statement may result in a denial of a contract and possible debarment from future prospects.			
..... (Signature of Business Representative)			
..... <i>Date</i>			
			Business Name/Stamp

8.0 FORM OF TENDER

The Chairperson
Public Procurement Board
Ministry of Finance and Economic Management
Government Headquarters
Montserrat,
MSR1110

Dear Sir/Madam:

Re: RFP FOR DESING, SUPPLY AND INSTALLATION OF PRISON SECURITY CAMERAS SYSTEM FOR THE HMP MONTSERRAT

I/We the undersigned undertake to supply and deliver the equipment as outlined in the above captioned project in accordance with the Tender Document requirements for the sum of:

XCD / USD..... (Excluding After-Sales Technical Support)
(figure in words)

.....
If my/our tender is accepted, I/We undertake to complete the design, supply and installation of the Prison Security Camera System within _____**days** 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 one hundred and twenty (120) days from the date of submission of this tender.

I/We understand the General Terms and Conditions and accept them as part of this RFP.

Name.....

Name of Firm (If Applicable)

Address.....

.....

Tel. no / Fax No.....

Email Address

Signed..... Date.....2024

9.0

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 CABACITY OF

DATE.....2024

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

10.0 TENDER CHECKLIST

Project Title: Design, Supply and Installation of Prison Security Cameras System for HMP Montserrat

Date advertised: Monday, 3rd June 2024

Clarification Deadline: Friday 28th June 2024

Tender Deadline Date: Wednesday 3rd July 2024

Tender Deadline Time: 12:00 midday Eastern Caribbean time (UTC -4)

Below are the following documents that should be provided for a contractor's bid to be valid. Bidders are asked to supply and tick off the following information. Failure to provide any of the stated documents may result in the bid being considered non-compliant and rejected.

- | | |
|---|--------------------------|
| 1) Completed and Signed Form of Tender (Including completion Time) | <input type="checkbox"/> |
| 2) Completed and Signed Respondent's Identification Details (Section 7) | <input type="checkbox"/> |
| 3) Completed and Signed Anti-Collusion Statement (Section 9) | <input type="checkbox"/> |
| 4) A valid Tax Compliance Certificate (if locally based) | <input type="checkbox"/> |
| 5) Warranty information | <input type="checkbox"/> |
| 6) Design of Security Camera Plan including Technical Specifications and HSE Plan | <input type="checkbox"/> |
| 7) Delivery Time including Gantt Chart highlighting deliverables and milestones | <input type="checkbox"/> |
| 8) After-Sales Technical Support | <input type="checkbox"/> |
| 9) Cost Proposal | <input type="checkbox"/> |

.....
Signed on behalf of Bidder

.....
Date

11.0 Appendix A - FORM OF CONTRACT AGREEMENT

FORM OF AGREEMENT ISLAND OF MONTSERRAT

This Agreement is made the..... day of.....**2024** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by (hereinafter referred to as "**GOM**") of the one part andwhose address is acting herein and represented by (hereinafter referred to as "**the Supplier**") of the other part.

WHEREAS the Government of Montserrat is desirous of carrying out the following services for the Design, Supply and Installation of the Prison Security Cameras System for HMP Montserrat, and WHEREAS the Supplier offered to perform this task as a contract price of dollars (**EC\$.....00**), 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 fourteen (14) days of receipt of an invoice, payable against original invoices delivered to the **GOM** by the Supplier.

1. INTERPRETATION

1.1. In these conditions the following terms shall have the following meanings: -

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 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 Goods means the

The Services means all work which the Supplier is required to undertake in the performance of this contract to **Supply and Deliver**

The Specification means the **GOM's** requirements for the **Supply & Delivery of**, details of which have been provided in this tender document.

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

2. CONTRACT DOCUMENTS

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The Agreement (This document)
- (b) Schedule 1 – Service Deliverables and Timetables as per Bid's Gantt Chart.
- (c) Appendices:

- Appendix 1: Design of Prison Camera Security System and Technical Specifications as per bid
- Appendix 2: Warranty Certificates as per bid
- Appendix 3: HSE Plan as per Bid
- Appendix 3: Cost Proposal as per Bid
- Appendix 4: Other.....

3. DELIVERABLES

3.1 The Supplier agrees to perform the Services and in accordance with **Schedule 1** of this Agreement.

4. VARIATIONS OF CONDITIONS

The Supply and Delivery of outlined in the Specifications/ scope of works shall be carried out in accordance with these Conditions and requirements and no amendment or variation either to the terms and conditions or to the requirements shall be made unless agreed in writing between the parties and incorporated into this Agreement.

5. 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 five (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:

- 5.1 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,
- 5.2 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.

6. PAYMENT

6.1 As full consideration for the Services performed by the Supplier under the terms of this Contract, the **GOM** will pay the Supplier a Sum**dollars (EC\$......00)** inclusive of any relevant taxes and fees as outlined; within thirty (30) days of receipt of an invoice. This sum is payable against original invoices delivered to the **GOM** by the Supplier, provided that **GOM** shall 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.

6.2 **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.

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

7. INDEMNITY AND INSURANCE

- 7.1 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: -
- 7.1.1 Any loss of or damage to property (whether real or personal) caused by the Supplier, its servants or agents; and
- 7.1.2 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.
- 7.2 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) \$100,000.00 Eastern Caribbean Dollars.
- 7.3 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).
- 7.4 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 Contracting Authority 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 Contracting Authority 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 Contracting Authority for the loss or damage in any way which may be prejudicial to the Contractor's/Consultant's liability under this Clause

8. INSURANCE

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

9. ASSIGNMENT

- 9.1 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.
- 9.2 The Supplier shall not:-
- 9.2.1 Assign the Contract or any part thereof or the benefit or interest of the Contract without the prior written consent of the **GOM**; or
- 9.2.2 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.

10. CONFIDENTIALITY

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 The obligations set forth in this Clause 10 shall expire two (2) years after the termination of the Contract.

11. 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: -

- 11.1 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
- 11.2 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
- 11.3 In relation to any Contract with the **GOM** the Supplier or person employed by it or acting on its behalf shall:-
- 11.3.1 Have committed an offence under the Integrity in Public Office Act No. 2 of 2010 or
- 11.3.2 Have given any fee or reward, the receipt of which is an offence, under the relevant laws.
- 11.4 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.

12. TERMINATION

12.1 The **GOM** may terminate this Contract in any of the circumstances set out below by giving to the Supplier notice in writing where the Supplier: -

- 12.1.1 Commits a material breach of any of its obligations under this Contract; and despite notice of such breach in writing by the Contracting Authority to the Supplier, the Supplier fails to remedy such breach within fourteen (14) days of the notice then the Contracting Authority may terminate the Contract forthwith.
- 12.1.2 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;
- 12.1.3 Has a winding-up order made or (except for the purposes of amalgamation or Reconstruction) a resolution for voluntary winding-up passed;
- 12.1.4 Has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;
- 12.1.5 Has an administrative receiver appointed;
- 12.1.6 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.
- 12.1.7 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.

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

- 12.2.1 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;
- 12.2.2 Be entitled to repossess any of its Equipment (if any) in the possession of the Supplier;
- 12.2.3 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.

13. OWNERSHIP OF MATERIAL

13.1 Any material, graphic, software or otherwise, supplied by the Supplier for the Client under the Contract shall belong to and remain the property of the Client (Government of Montserrat). The Supplier may retain a copy of such documents and software.

14. WAIVER

14.1 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.

15. COMPLETE CONTRACT

15.1 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.

16. GOVERNING LAW

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

17. FORCE MAJEURE

17.1 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.

18. WARRANTY

18.1 The Supplier warrants that all the Goods are new, unused, and are line with the Supplier’s bid.

18.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier.

18.3 The warranty shall remain valid for, whichever comes first, after the Goods have been delivered to and accepted by GOM. The period for repair or replacement after being notified of the defect by the Purchaser shall be **fourteen (14) days**.

18.4 If having been notified, the Supplier fails to remedy the defect within the period specified in 18.3, GOM may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

18.5 19. NOTICES

19.1 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 twenty-four (24) hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within seventy-two (72) hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

19.2 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:
Superintendent of Prison
Brades
Montserrat
MSR 1120
Tel # 1 (664) 491-2286
Email: hmp@gov.ms

20. MEDIATION AND ARBITRATION

20.1 If a dispute arises under this Contract, the parties agree to first try to resolve the dispute through mutual agreement within fourteen (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.

21. SIGNATURES

21.1 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.

SUPPLIER:

Name:
Designation:
Signature:

Witness Name:.....

Designation:

Signature:

GOM :

Name:
Designation:
Signature:

Witness Name:.....

Designation:

Signature:

SERVICES/TASKS/DELIVERABLES/TIMELINES

The Supplier will provide the services in accordance with the standards and timelines outlined herein:

Services	Tasks/Deliverables	Timeline
Design, Supply and Install a Prison Security Camera System for HMP Montserrat		Equipment to be available in Montserrat
After Sale Support		

SCHEDULE 1

SCHEDULE 2

SCHEDULE 3