

Tender Document

Request for Proposal for

the Implementation of a New Server Infrastructure
for
British Virgin Islands Ports Authority

Employer: *British Virgin Islands Ports Authority*
Project: *Implementation of a New Server Infrastructure*
RFP No.: *BVIPA/RFP2026-09*
Issued on: *September 4, 2026*

NEWS RELEASE

Implementation of a New Server Infrastructure **FOR** **BRITISH VIRGIN ISLANDS PORTS AUTHORITY**

INVITATION FOR BIDS

RFP No. BVIPA/RFP2026-09

The British Virgin Islands Ports Authority is seeking the services of suitable, locally based companies for the implementation of a new server infrastructure.

SCOPE OF WORKS

Overview:

This scope of works defines services and activities for the implementation of a new on-premises data centre server infrastructure. It encompasses all phases from planning through installation, testing, and handover, ensuring the new infrastructure is fully operational, secure, and ready for production use. The scope clearly identifies activities in scope (to be performed) and out of scope (excluded or assumed outside this project), followed by detailed deliverables.

In-Scope Items:

The project includes all activities required to plan, deploy, and transition the new server environment, specifically:

1. Planning: Analyze current infrastructure and business needs, and establish scope boundaries, success criteria, and a project plan (tasks, timeline, resources).
 - a. Current State Assessment: Engage stakeholders to assess the current IT environment. Identify existing infrastructure, and dependencies.
 - b. Planning & Project Management: Develop a project implementation plan including a work breakdown structure, schedule of tasks/milestones, resource assignments, and risk management plan. Identify any regulatory or compliance requirements and plan accordingly (e.g. data protection measures). Conduct a formal project kick-off meeting with stakeholders to confirm scope, timelines, roles, and communication protocols.
 - c. Deliverables (Planning & Design): Project Plan/Schedule, and Risk/Assumptions Log must be reviewed and approved by the client before moving to implementation.
2. Implementation (Deployment & Configuration)
 - a. Hardware & Infrastructure Setup: Provision and install server hardware in the data centre, including racking, cabling, and power setup. Configure network connectivity (LAN/SAN connections, IP addressing) and integrate new servers into the existing network environment.

- b. Server Installation & Configuration: Provision, install and configure operating systems and virtualization hypervisors on the new servers. This covers base OS configuration, virtualization setup, and ensuring all servers are patched and hardened according to best practices.
 - c. Storage & Backup Implementation: Set up storage systems (direct-attached, SAN, or NAS) to support the server environment and configure storage allocation for the servers. Implement data backup solutions and disaster recovery mechanisms, including scheduling regular backups and off-site retention as needed.
 - d. Networking & Security Controls: Configure necessary network settings and security controls for the new infrastructure. This includes firewall rules, VLANs or subnet configurations, access controls, encryption, and compliance measures aligned with organizational policies. All systems should be hardened with appropriate security configurations (user privileges, patching, anti-malware).
 - e. Monitoring & Alerting Setup: Implement monitoring and logging for the new servers. Configure systems to monitor performance, availability, and security events, and set up alerting/notification for critical thresholds or incidents. This ensures proactive monitoring of the infrastructure post-deployment.
 - f. Migration of Virtual Servers: This covers the migration of virtual servers to the new infrastructure where possible and configuration of the servers for the new environment.
 - g. Interim Deliverables (Implementation): Installed and Configured Server Infrastructure (hardware and base software in place), Network & Storage Configurations, Security setup documentation, migrated virtual servers, and Initial Monitoring/Backup setup confirmed.
3. Testing & Acceptance: Conduct thorough testing of the new infrastructure before production handover. This includes functional testing of server and network configurations, integration testing with existing systems, performance and load testing to ensure the infrastructure meets requirements, security and vulnerability testing, and User Acceptance Testing (UAT) with stakeholders. Any issues identified should be resolved, and acceptance criteria must be met for project sign-off.
- a. Test Planning: Develop a detailed testing plan to verify each requirement and component, covering functional tests, integration points, performance metrics, security controls, and backup/restore procedures. Define clear acceptance criteria for each test category (e.g., acceptable performance benchmarks, security scan results) .
 - b. System & Integration Testing: Execute functional tests to ensure each server and service operates as intended (e.g., verifying OS stability and network connectivity). Conduct integration testing to confirm that the new servers work seamlessly with existing systems, applications, and network services .
 - c. Performance & Load Testing: Simulate peak load conditions to validate that the infrastructure can handle required workloads with acceptable performance and response times . Optimize configurations if any bottlenecks are detected.
 - d. Security & Failover Testing: Perform security testing, including vulnerability scans and penetration tests, to ensure the environment is robust against threats . Test the backup and disaster recovery procedures – e.g., simulate a failure to ensure backups can be restored and failover systems (if any) can take over without data loss .

- e. User Acceptance Testing (UAT): Coordinate with designated end-users or stakeholders to conduct UAT on critical systems or applications running on the new servers . Gather user feedback and ensure all user requirements are met or exceeded prior to final acceptance.
 - f. Defect Resolution: Document any issues found during testing in a tracking system. The team will fix configuration issues or adjust the design as necessary and re-test to achieve satisfactory results.
 - g. Acceptance & Sign-off: Once testing is successfully completed and all acceptance criteria are met, obtain formal sign-off from the client's project sponsor or designated authority to proceed to production deployment and closure .
 - h. Deliverables from this phase include Test Plans, Test Result Reports, and a signed UAT/Acceptance Certificate.
4. Documentation & Knowledge Transfer: Prepare comprehensive documentation for the new environment, including design/configuration documents, network diagrams, “as-built” specifications, and operational procedures. Provide training sessions for IT staff on managing the new infrastructure and conduct formal knowledge transfer and handover of the system to the IT staff.
- a. Production Deployment: Execute the go-live of the new server infrastructure following an agreed deployment plan (which may include downtime scheduling, data/final cutover steps, and rollback contingencies). Ensure minimal disruption to operations during the transition (e.g., schedule during maintenance windows).
 - b. Post-Deployment Validation: Immediately after go-live, perform verification that all services and systems are running as expected in the production environment. Monitor the new servers closely for stability and performance issues and resolve any post-deployment issues promptly. A short period of hyper-care support by the implementation team should be included to ensure a smooth transition.
 - c. Handover to Operations: Conduct formal knowledge transfer sessions with the IT operations team. Provide them with the necessary training on administering and maintaining the new server infrastructure . Handover all relevant documentation, credentials, and materials to the client's team for ongoing operations.
 - d. Project Documentation & Closure: Finalize all project documents and deliverables. Produce a Project Closure Report summarizing the project outcomes, any issues or deviations, and confirm that all acceptance criteria were met. Provide the complete set of as-built documentation, network/server diagrams, configurations, administrative procedures (runbooks), and training materials to the IT Team. After confirming that all scope items are delivered and accepted, obtain formal project sign-off from the client.
5. Project Management & Coordination: Provide project management services throughout the engagement. This includes scheduling and planning, regular status meetings and progress reports, risk and issue tracking, stakeholder communication, and maintaining scope control. A formal kick-off, periodic checkpoints, and a project closure review with acceptance sign-off are part of the process.

(Each of the above items is considered “in scope” for the project and will be performed as part of this engagement)

Out-of-Scope Items:

The project excludes any tasks or deliverables not explicitly stated in scope. Specifically, out of scope are:

1. Ongoing Operational Support: Long-term maintenance or support services after final handover (beyond initial go-live support) are not included; ongoing support would be handled through separate arrangements.
2. New Application Development: Development of new software applications or major changes to existing business applications is not part of this infrastructure project. (The scope only covers setting up the server platform on which applications run.)
3. Non-Server Infrastructure Changes: Upgrades or modifications to client workstations, end-user devices, or unrelated network infrastructure beyond what is needed to integrate the new servers (e.g., campus LAN overhaul, cloud integrations) are not included. The focus remains on the data centre server environment.
4. Compliance Audits & Certification: Formal compliance audits or certifications (e.g., ISO, HIPAA, PCI) are not included unless explicitly required later. Security controls should be implemented as per best practices, but obtaining any specific certification is outside this project's current scope.
5. Undefined Items: Any item not specified in the in-scope list is considered out of scope. If new requirements emerge (e.g., additional features or sites), they will be handled through change control processes rather than assumed as part of this scope.

Assumptions & Constraints:

1. Vendor & Technology Selection: Hardware or software vendor is mandated by this document. All technology selections were selected by the employer.
2. Timeline & Budget: Detailed project schedule is outside the scope of this document and will be defined in the project plan. The schedule for each phase will be established during the planning stage and is subject to adjustment based on project complexity.
3. Access & Resources: It is assumed that the employer will provide access to facilities, existing systems, and personnel (e.g., subject matter experts) as needed for system installation, migration, integration, and testing. Delays in access or resource availability may impact the timeline.
4. Operating Environment: The new infrastructure will be implemented in the identified on-premises data center environment. Any necessary environmental preparations (power supply, cooling, rack space, physical security) are assumed to be in place or addressed outside this scope unless specifically noted.

Key Deliverables:

The key deliverables are summarized below for clarity:

Phase	Key Deliverables
Planning	Project Plan & Schedule.
Implementation & Configuration	Deployed on-premises server infrastructure (hardware installed & configured with OS/virtualization); Configured storage and network setup; Security controls and backup systems implemented; Virtual server migration.

Testing & Acceptance	Testing plan and test results (functional, performance, security test reports); User Acceptance Test sign-off from stakeholders; Validated Disaster Recovery drill results.
Documentation & Handover	Comprehensive as-built documentation (architecture diagrams, configurations); Operations runbooks and user guides; Training materials; Handover report and formal project acceptance sign-off.
Project Management	Project governance artifacts: Project Charter & Scope Definition; Status reports & meeting minutes; Risk/Issue log; Change management records; Project closure report .

INSTRUCTIONS TO TENDERERS

Tenderers are required to furnish the following:

- i. Certificates of Good Standing in respect to Social Security and Taxes, including Payroll Taxes and Property Taxes from¹:
 - a) the Director of Social Security Board,
 - b) the Commissioner of Inland Revenue,
 - c) the Director of National Health Insurance
- ii. A Certificate of Good Standing from the Commercial Registry (if the company is a registered company); and
- iii. A valid Trade License for the specific type of service detailed in the tender document. (valid for 2026), (If partnership or sole proprietorship).

Failure on the part of the tenderer to enclose the supporting documentation indicated above with each respective tender will render the tender non-responsive on the date of the opening of tenders.

APPLICATION FOR DOCUMENTS

Bid documents will be available from October 6, 2026, on weekdays between the hours of 9:00 a.m. to 4:00 p.m. Bidding documents will be sent to bidders electronically upon request to saugustine@bviports.org with the subject title New Server Infrastructure Tender. Bidders are advised that the destination mailbox is NOT automated to send bidders a dated and time-stamped acknowledgement of receipt and delivery of their message. Therefore, bidders should not assume that their email has been safely received. It is the bidder's responsibility to follow up with the Information Systems Department using the contact information below if an acknowledgement of receipt is not received within two (2) working days of submitting their email. Under no

¹ The date of issue on the above mentioned certificates and trade license should be no later than one month prior to date of submission.

circumstances will the Information Systems Department be responsible for non-receipt of documents submitted by bidders.

ADDRESS FOR CORRESPONDENCE ONLY

The Acting Managing Director,
New Server Infrastructure
British Virgin Islands Ports Authority
#2 Port Purcell Road
Port Purcell
Road Town
Tortola, VG1110
British Virgin Islands

Tel: (284) 494-3435 Ext. 2520
Email: saugustine@bviports.org

A virtual pre-tender meeting is scheduled for October 5 at 10:00 am. All prospective tenderers who have indicated interest will be provided with the access code and password before the meeting.

SUBMISSION OF TENDERS

Interested tenderers should submit one (1) original, one (1) copy for each proposal being submitted, and one (1) flash drive containing all of the bidder's documents. The original should be placed in a sealed envelope along with the flash drive and marked "**ORIGINAL**" and the copy placed in another sealed envelope and marked "**COPY**". Both envelopes should then be placed in an outer envelope and marked "**Tender for New Server Infrastructure, British Virgin Islands Ports Authority**" and addressed to:

The Acting Managing Director
New Server Infrastructure Tender
British Virgin Islands Ports Authority
#2 Port Purcell Road
Port Purcell
Road Town
Tortola, VG1110
British Virgin Islands

All tenders must be deposited in the Tender Box at the British Virgin Islands Ports Authority, #2 Port Purcell Road, Port Purcell, Tortola, British Virgin Islands, by the bearer not later than **10:00 a.m.** local time on November 5, 2026. **Tenders will not be received after the Tender Box is closed.**

Tenders will be opened using a virtual meeting platform at **11:00 a.m. local time on** November 9, 2026. Tenderers are invited to witness this process. Virtual meeting information will be shared prior to the opening of the tenders.

The British Virgin Islands Ports Authority does not bind itself to accept the lowest or any other tender and will not defray any costs incurred by the Tenderer.

REQUEST FOR PROPOSAL

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1. INSTRUCTIONS TO TENDERERS

1.1. Description of Works

- 1.1.1. The British Virgin Islands Ports Authority (BVIPA) is seeking the services of a suitable locally based Information Technology company for the provision of a new server infrastructure for the British Virgin Islands Ports Authority.

1.2. Eligibility and Qualification Requirements

- 1.2.1. This Request for Proposal is open to any qualified and suitable information technology operating in the British Virgin Islands.
- 1.2.2. The Tenderer shall submit with their tender all necessary evidence to establish that they have met the qualifying criteria.

1.3. Cost of Tendering

- 1.3.1. The Tenderer shall bear all costs associated with the preparation and submission of their tender. The Employer will not accept responsibility or liability for these costs whatsoever, regardless of the outcome of the tendering process.

1.4. Content of Tender Documents

- 1.4.1. The documents issued for the purpose of this tender are detailed in the Invitation to Tender letter.
- 1.4.2. The Tenderer shall carefully examine all documents. Failure to comply with the requirements of tender submission will be at the Tenderer's own risk.
- 1.4.3. Tenders which are not substantially responsive to the requirements of the tender documents and/or fail to meet the technical specifications will be rejected.

1.5. Clarification of Tender Documents

- 1.5.1. Tenderers requiring clarification of the tender documents may notify the Employer by email at the addresses indicated in the Invitation to Tender (see Clause 1.16.2) no later than seven (7) days before the tender submission date.
- 1.5.2. The Employer will respond by email to any request for clarification received in accordance with 1.5.1, no later than four (4) days before the deadline for tender submission.
- 1.5.3. Written copies of the response, including a description of the inquiry but without identifying its source, will be sent to all Tenderers.

1.6. Language of Tender

- 1.6.1. The official language for this tender is English. Supporting documents and printed materials provided by the Tenderer may be in a language other than English, provided they include a suitable translation of relevant sections into English and are certified by a Notary Public.

1.7. Amendment of Tender Documents

- 1.7.1. At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at his own initiative or in response to a request for clarification by a prospective Tenderer, modify the tender documents by the issue of an Addendum.
- 1.7.2. Any Addendum will be sent by email to all prospective Tenderers and will be binding upon them. Prospective Tenderers shall promptly acknowledge receipt thereof to the Employer.
- 1.7.3. To afford Tenderers reasonable time in which to take any Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

1.8. Alterations to Tender Documents

- 1.8.1. Tenderers may not alter any of the documents. Any modification, which a Tenderer may think is necessary, should be detailed and forwarded to the Employer no later than fourteen (14) days before the deadline for the submission of tenders. The Employer does not undertake to accept modifications.

1.9. Documents Comprising the Tender

- 1.9.1. Tenders shall be submitted in strict compliance with all the requirements as set out in the Invitation to Tender.
- 1.9.2. The Tender to be prepared by the Tenderer shall comprise the following:
 - i. The Form of Tender; **(The “Form of Tender” must be appropriately filled out and signed by the person who is authorized to sign on behalf of the company. The amount should be stated in both words and figures. This form should not be altered. If the form is not correctly filled out, the tender will be non-responsive.**
 - ii. Financial Proposal for the provision in accordance with **Section 2.3**;

- iii. License to operate as an information technology company or agent in the British Virgin Islands;
- iv. Any other materials required to be completed and submitted in accordance with the Instructions to Tenderers embodied in these Tender Documents;
- v. Tenderers are not required to provide a tender security.

1.10. Tender Prices

- 1.10.1. The Tenderer is required to submit a tender price. The tenderer should note that the cost of preparing the tender document is the tenderer's responsibility.
- 1.10.2. The Tenderer acknowledges that all pricing omissions or errors are his responsibility.
- 1.10.3. The Tenderer accepts full responsibility for the accuracy of all prices provided in his tender and agrees that these prices include full provision for any increase in his costs for whatsoever reason over the period of time from his submission of tender to completion of the project and settlement of the final account.

1.11. Currencies of Tender and Payment

- 1.11.1. The sums provided by the bidder shall be in United States Dollars only.

1.12. Tender Validity Period

- 1.12.1. Tenders shall remain valid and open for acceptance for a period of 120 days after the date of tender opening prescribed in Clause 1.20.
- 1.12.2. In exceptional circumstances, prior to expiry of the tender validity period, an extension may be requested to the tender validity period. The request and response thereto shall be by writing or email.

1.13. Tender Security

- 1.13.1. The Tenderer is not required to provide a Tender Security.

1.14. Variant Solutions

- 1.14.1. Tenderers shall submit a tender which complies fully with the requirements of the tender documents.
- 1.14.2. Tenderers are not allowed to offer unsolicited variant solutions to the requirements of the tender documents.

1.15. Format and Signing of Tenders

- 1.15.1. The Tenderer shall prepare one original and one copy of the documents comprising the Tender, as described in Clause 1.9 of these Instructions to Tenderers, and place these documents in clearly marked envelopes marked "ORIGINAL" and "COPY" as appropriate. In the event of any discrepancy between them, the original shall prevail.
- 1.15.2. The original and copy of each Tender shall be typed or written in indelible ink and shall be signed by a person/persons authorized to bind the Tender to the Contract. Proof of authorization shall be furnished in the form of a written Power of Attorney, which shall accompany the Tender.
- 1.15.3. The completed Tender shall be without alterations or interlineations or erasures, except those to accord with instructions from the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the Tender.
- 1.15.4. One Tender may be submitted for each item by each Tenderer except alternative offers submitted pursuant to Sub-Clause 1.14.2.

1.16. Sealing and Marking of Tenders

- 1.16.1. The Tenderer should submit **one (1) original, one (1) copy for each tender, and one (1) flash drive containing the bidder's documents** for each Tender. The original should be placed in a sealed envelope and marked "**Original**" and the copy placed in another sealed envelope and marked "**Copy**". Both envelopes should be placed in an outer envelope.
- 1.16.2. The inner and outer envelopes shall:
 - a) Be addressed and hand delivered to:

The Acting Managing Director
New Server Infrastructure Tender
British Virgin Islands Ports Authority
#2 Port Purcell Road
Port Purcell
Road Town
Tortola, VG1110
British Virgin Islands

b) Bear the following identification:

i. **“RFP for New Server Infrastructure”**

ii. The words **“DO NOT OPEN BEFORE 11:00 a.m. on November 9, 2026”**.

The inner envelopes only shall indicate the names and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late or otherwise unacceptable.

1.16.3. If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for misplacement or premature opening of the Tender, which if opened prematurely for this cause may be rejected by the Employer and returned to the Tenderer.

1.17. Submission of Tenders

1.17.1. Tenders must be received by the Employer at the address specified in Clause 1.16.2 no later than **10:00 a.m. on November 5, 2026**.

1.17.2. When submitting a Tender, the Tenderer may request that a representative of the Information Systems Department, British Virgin Islands Ports Authority, sign a Certificate of Submittal.

1.17.3. The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 1.7, in which case all rights and obligations of the Employer and the Tenderer previously subject to the Original deadline shall thereafter be subject to the new deadline as extended.

1.18. Late Tenders

1.18.1. Late Tenders are not permitted. Any tender received by the Employer after the deadline for Submission of Tender in accordance with Clause 1.17 shall be deemed never to have been received and will be returned unopened to the Tenderer.

1.19. Modification and Withdrawal of Tenders

1.19.1.A Tenderer may modify or withdraw his tender after Tender Submission, provided that the modification notice or withdrawal is received in writing by the Employer prior to the prescribed deadline for Submission of Tenders.

1.19.2. The Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 1.16 for the submission of tenders, with the inner envelopes marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

1.19.3. No tender may be modified subsequent to the deadline for submission of tenders.

1.20. Tender Opening

1.20.1. The Employer will open the Tenders, in the presence of any of the Tenderer's representatives who choose to attend, at **11:00 a.m.** on November 9, 2026, using a virtual meeting platform. Tenderer representatives who are present shall announce their name/s and the company they represent.

1.20.2. At the Tender opening, the Employer will announce the Tenderer's names, the Tender price being proposed, and such other details as the Employer may consider appropriate.

1.20.3. The Employer shall prepare for his own records minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 1.20.3.

1.21. Process to be Confidential

1.21.1. After the public opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract, shall not be disclosed to Tenderers, or other persons not officially concerned with such process until the award of the Contract to the successful Tenderer has been announced.

1.21.2. Any effort by a Tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning the award of contract, may result in rejection of the Tenderer's Tender.

1.22. Clarification of Tenders

1.22.1. To assist in the examination, evaluation and comparison of Tenders the Employer may ask Tenderers individually for clarification of their tenders, including breakdowns of unit rates.

1.22.2. The request for clarification and the response shall be in writing or by facsimile.

- 1.22.3. No change in price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer during the evaluation of the Tender in accordance with Clause 1.24.

1.23. Determination of Responsiveness

- 1.23.1. Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 1.23.2. For the purpose of this Clause, a substantially responsive Tender is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviation or reservation. A material deviation or reservation affects in any substantial way, the scope, quality or performance of the Works, or which limits in any substantial way, the Employer's rights or the Tenderer's obligations under the Contract, the rectification of which would affect unfairly the competitive position of other Tenderers presenting substantially responsive tenders.
- 1.23.3. If a Tender is not substantially responsive to the requirements of the Tender Documents, it will be rejected by the Employer. It may not subsequently be made responsive by the Tenderer correcting or withdrawing the non-conforming deviation or reservation.

1.24. Correction of Errors

- 1.24.1. Tenders determined to be substantially responsive will be checked by the Employer for arithmetic errors in computation and summation. The Employer will correct errors as follows:
 - a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and,
 - b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate quoted will govern, unless in the opinion of the Employer there is a an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.

- 1.24.2. The amount stated in the Form of Tender will be adjusted by the Employer in accordance with the above procedure for correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount of Tender, his Tender will be rejected.

1.25. Evaluation and Comparison of Tenders

- 1.25.1. The Employer will evaluate and compare only tenders considered to be substantially responsive to the requirements of the Tender Documents, in accordance with Clause 1.23.
- 1.25.2. The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, alternative offers and factors which are in excess of the requirements of the Tender Documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in tender evaluation.

1.26. Award Criteria

- 1.26.1. Subject to Clause 1.27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents, and who has offered coverage in all required areas, and the lowest responsive bid in pursuant to Clause 1.25, provided further that the Tenderer has, in the opinion of the evaluating committee, clearly demonstrated the capability and resources to carry out the Contract effectively.

1.27. Employer's Right to Accept or Reject Any or All Tenders

- 1.27.1. Notwithstanding Clause 1.26, the Employer reserves the right to accept or reject any or all tenders without giving any reason for such rejection, and has the right to reject any non-complying tender that fails to meet any requirement, term or condition set forth in the Tender Documents, as well as relevant laws, rules, and regulations.
- 1.27.2. Any one of the following circumstances, which are not exhaustive, may result in the rejection of the affected tender, or disqualification of concerned Tenderers, and/or other administrative sanction whenever appropriate:
 - a) False or misleading statements or evidence of fraud;
 - b) Failure to furnish signatures or seals when required;

- c) Collusion to indicate attempt to connive among Tenderers, for the purpose of fixing Tender Prices or negating competition;
- d) Giving or offering of any illegal compensation to officers, employees and or, agents of BVI Government connected with the project; and,
- e) Failure to furnish any information required to be included in the Tender.

1.27.3. The Employer does not bind itself to accept any tenders and is not obliged to give any reasons for its selection.

1.28. Notification of Award

1.28.1. Prior to the expiration of the period of Tender Validity prescribed by the Employer, the Employer will notify the successful Tenderer in writing via email and/or personal delivery that his Tender has been accepted. This letter (hereinafter called “Letter of Acceptance”) shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Services by the Contractor as prescribed by the Contract (hereinafter called “the Contract Price”).

1.28.2. The Notification of Award will constitute the agreement to enter into a formal Contract.

1.29. Signing of Agreement

1.29.1. At the same time that the Employer notifies the successful Tenderer that his Tender has been accepted, the Employer will send to the Tenderer the Form of Agreement provided in the Tender Document, incorporating all agreements between the parties.

1.29.2. Within two (2) days of receipt of the Form of Agreement, the successful Tenderer shall sign the Form and return it to the Employer.

1.30. Performance Security

1.30.1. A Performance Security is not required for this tender.

End of Section

PROPOSAL AND EVALUATION

2. Submission Requirements

2.1.1. The tender must include responses to the questions and requests for information (RFI) detailed in Clause 2.2. The information provided will be used to evaluate the tender. All questions and RFI's should be fully answered or addressed, and specific details should be provided where requested. The completed tender questionnaire in conjunction with other requested information will provide the basis of tender analysis and award. On award of contract, the answers to these questions will form part of the agreement, and any changes must be agreed with the British Virgin Islands Ports Authority.

2.2. Delivery

2.2.1. The following information concerning the delivery of the facility is intended to provide confidence in the Tenderer's organization, experience, and general ability to deliver the facilities required under this proposal:

- i. Technical Proposal
 - a. Cover Letter
 - b. Understanding of assignment
 - c. Proposed methodology
 - d. Service delivery model
 - e. Risk management approach
- ii. Experience and Qualifications
 - a. Personnel experience – Degree in IT, Computer Science, Information Systems or related field
 - b. Minimum of ten (10) years relevant experience
 - c. Professional Certificates advantageous
- iii. References
 - a. At least two (2) references for comparable assignments completed within the last five (5) years.

2.3. Financial Proposal

2.3.1. Terms of Reference – British Virgin Islands Ports Authority

Tenderers should clearly state:

- a. Fixed cost for all hardware
- b. Fixed cost for all software
- c. Implementation cost and services included in this cost

- d. Reimbursable expenses
- e. Applicable taxes and duties (please note the BVI Ports Authority is exempt from any Customs Duties)
- f. Total pricing structure

2.3.2. Pricing Schedule, Invoicing and Payment Terms

- a. Tenders should clearly state the schedule for when and how payment should be paid (e.g. Net 30 days upon deliverable sign-off) and any mobilization advances.

2.4. Evaluation Criteria

- 2.4.1. The competitive bidding process, which is supervised by the Finance and Procurement Sub-committee, will be utilized to ensure that the procurement process is transparent and that tenders are evaluated fairly to ascertain the highest evaluated bid per lot that is most technically and economically sound.
- 2.4.2. The selection of a proposal will not be based solely on a monetary evaluation. There will also be an evaluation of each proposer's understanding of the work required and approach to this project with considerable weight being given to experience in the areas required and the track record of the proposer.
- 2.4.3. Additionally, an independent checking of references may be used to assist in selecting the finalist(s). Finalists may be requested to make a presentation of their proposal to the BVIPA board.
- 2.4.4. Award will be made to the Firm offering the most advantageous proposal after consideration of all evaluation criteria set forth in this RFP.
- 2.4.5. The competitive selection evaluation criteria are as follows:

Table 1.1 Tender evaluation criteria and relative weights

Evaluation Criteria		Weight
a.	Technical Proposal	30%
b.	Relevant Experience	15%
c.	Qualifications	15%
d.	Financial Proposal	40%
e.	References	20%

End of Section

3. SCOPE OF SERVICES

3.1. Aim of the Project

3.1.1. The aim of this Request for Proposal is [description here]

3.2. Background

3.2.1. [Background of scope here]

3.3. Communication System

3.3.1 English shall be the language used for all written and verbal communication as it relates to this proposal.

4. ROLES AND RESPONSIBILITIES

4.1. Introduction

- 4.1.1. This section describes the roles and responsibilities of the participants in the contract.

4.2. Roles and Responsibilities

- 4.2.1 The Board of Directors will have direct oversight of the process, inclusive of engaging the necessary resources and agencies to assist in the process to ensure a fair evaluation and ultimate decision in the award.

- i. Finance and Procurement Sub-committee – overall responsibility for procurement process and recommendation for the award of contract.
- ii. Information Systems Department – responsibility for RFP preparation, advertising of tender, lending resource assistance during the process and direct supervision of the execution of the contract upon award.

4.3. Communication

- 4.3.1. Prior to award of the contract, all communication with the Employer should be through the Acting Managing Director, at the following contact details:

The Acting Managing Director,
New Server Infrastructure
British Virgin Islands Ports Authority
#2 Port Purcell Road
Port Purcell
Road Town
Tortola, VG1110
British Virgin Islands

Tel: (284) 494-3435 Ext. 2520
Email: saugustine@bviports.org

- 4.3.2. After award of the contract, all communications with the Employer will generally be with the Communications & Technology Manager at the following contact details:

Communications & Technology Manager
British Virgin Islands Ports Authority
#2 Port Purcell Road

Port Purcell
Road Town
Tortola, VG1110
British Virgin Islands

Tel: (284) 852-2520
Email: saugustine@bviports.org

4.4. Documentation

- 4.4.1. All documents will be controlled and safeguarded in an effective manner.
- 4.4.2. The Contractor shall be required to maintain correct versions of all documentation issued under this contract and to make his staff aware of any changes.

To: The Acting Managing Director
New Server Infrastructure
British Virgin Islands Ports Authority
#2 Port Purcell Road
Port Purcell
Tortola, VG1110
British Virgin Islands

TENDER

Implementation of a new server infrastructure

Dear Managing Director, BVIPA:

1. Based upon the Instructions to Tenderers and the Description of Services, the undersigned proposes to provide a new server infrastructure as indicated in our tender submission, at the specified rates and prices, and in accordance with the Tender Documents for the sum of (US\$) (sum in words and figures)

_____ (in words)

_____ (in figures)

payable by the British Virgin Islands Ports Authority.

2. We agree that the proper law of the Contract shall be the Laws of the Virgin Islands.
3. We agree that these tender documents shall comprise the sole binding documentation applicable to this tender or to the contract.
4. We agree that all information supplied by the Employer to the Tenderer will be treated in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or quotations for the purpose of submitting the tender. All information supplied by the Tenderer to the Employer will similarly be treated in confidence, except that references may be sought from banks, existing or past clients, or other referees

submitted by the Tenderer.

5. We accept full responsibility for the accuracy of all prices provided in this tender and agree that these prices include full provision for any increases in the costs for whatsoever reason over the period of time from submission of tender to completion of the project and settlement of the final account.
6. We accept that any and all omissions or errors in pricing are our responsibility and agree that should any errors in arithmetic be discovered in the Cost Proposal submitted by us during consideration of this offer, these errors will be corrected by giving us an opportunity of either confirming our offer or amending it to correct such errors.
7. If this offer is accepted and subject to and in accordance with paragraphs 2, 3, 4, 5, 6, and 7 above and the terms and conditions contained or referred to in the documents listed in paragraph 1, we undertake to provide the specified Performance Security, and provide the required services as in accordance with the contract.

Signed	
Name in BLOCK CAPITALS	
In the capacity of	
Duly authorized to sign tenders for and on behalf of:	
Name of Company	
Address	
.....	
Telephone No.	Facsimile No.