MINISTRY OF FINANCE & ECONOMIC MANAGEMENT  
GOVERNMENT HEADQUARTERS  
BRADES, MONTSERRAT, W.I

Tel:  664-491-2356/3057/2777  
Fax:  664-491-2367  
Email  minfin@gov.ms

Our Ref: MF 5/7  
12 August 2013  

Dear Sir/Madam,

Re Tender for the Supply of Portable X-ray for the Glendon Hospital

You have been invited to tender for the Supply of Portable X-ray for the Glendon Hospital in Montserrat. Attached are the tender documents consisting of:

1. Instructions to Tenderers
2. Document Compliance Checklist
3. Form of Tender
4. Form of Agreement
5. Specifications of Works

Please print and return a complete document of the priced and signed Form of Tender, Company Details and Proof of similar supply contracts entered into. Tenders should be placed in a sealed envelope and addressed to the Chairman, Central Tenders Board, Ministry of Finance and Economic Management, Brades, Montserrat to be received no later than 1400 hrs on Wednesday, August 28th, 2013. The envelope should be clearly marked in the right hand corner, “Tender for the supply of Portable X-ray for the Glendon Hospital”. Please ensure that no additional marks are placed on the envelope. Tenders will be opened on the day and deadline for submission.

Any queries relating to the tender and specifications of equipment should be made in writing to the Chairman, Central Tenders Board, Ministry of Finance and Economic Management, Government Headquarters, Brades, Montserrat.

Regards,

[Signature]

[Name]
Deputy Financial Secretary

LB fg
Tender for the Supply of Portable X-ray Machine under the (HHCIP Project)

The Government of Montserrat is the Contracting Authority

Project Administrator: The Ministry of Finance and Economic Management

Tender Submission Deadline: 28th August 2013
Tender Checklist

Please ensure that the following required documents are included with your tender:

- Eligibility Criteria (Appendix 4)
- Form of Tender (Appendix 2), completed and signed
- Detailed Breakdown of Tender Costs (Appendix 3)
- Contact Details for Referees
- Evidence of Business Authenticity and Annual Turnover (Appendix 1)

Tenderers must ensure that all the documents in the above checklist are provided to facilitate the evaluation of tenders. Tenderers are advised to read all tender documentation and appendices in full in order to provide a comprehensive response. Failure to provide any of the information requested above will invalidate your tender.
GENERAL CONTRACT CONDITIONS FOR SUPPLY OF GOODS

This Agreement is made the........... day of................ 2013 between the GOVERNMENT OF MONTSERRAT, having its headquarters at Government Headquarters, Brades, Montserrat, acting herein and represented by the Deputy Financial Secretary, hereinafter referred to as “GOM”) of the one part and (supplier’s company)…………………………………….………………….., whose address is ............................................................................... acting herein and represented by (name of representative) ............................................. (hereinafter referred to as “the Contractor”) of the other part.

This agreement shall take effect from the -------- day of ----------- 2013 and subject to prior termination as provided by this agreement shall continue for a period of ----------- weeks.

In this Agreement, the word “Agreement” means these General terms and Conditions together with the Specifications and any other document incorporated into this agreement.

“Contractor” includes the Contractor and his/its employees.

“Deliverables” includes Specifications and any component element within the scope of Works.

“Works” means the works to be executed in accordance with this agreement as described in the Specifications.

The Contractor shall procure and supply a Portable X-ray machine as required and described in the Specifications and shall ensure that the said Portable X-ray machine is shipped and received by the GoM within the prescribed time as per the contract.

The Contractor is an independent contractor and shall not be considered in any respect as being an employee of GOM.

INTERPRETATION

The Contract means the agreement concluded between the GOM (Deputy Financial Secretary, who will administer this contract) and the Contractor ................................., including all specifications and other documents which may be incorporated or referred to herein;

The “Contractor” means the company/ individual that will be responsible for supplying the Portable X-ray Machine.

Administrator means the duly authorized representative of GOM for the administration of this Agreement who has care and control of this Contract and whose name will be provided to the Contractor. The Administrator shall have final authority for acceptance of the Contractors performance, and if satisfactory shall initiate the process for approval of payment to the Contractor. No payment shall be made without such approval.

“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.
Instructions to Tenderers

Submission of Tenders:
It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. Late tenders will not be considered.

The completed Tender shall be enclosed in a plain sealed envelope and addressed to, “The Chairman, Central Tenders Board, Ministry of Finance and Economic Management, Brades, Montserrat”. In the top right hand corner of the envelope should be the name of the project, “Tender for the supply of Portable X-ray Machine for Glendon Hospital”. No additional marks should be placed on the envelope. Failure to comply with these instructions will invalidate your tender.

Queries
All queries regarding this tender should be emailed to silcotte@gov.ms for the attention of Mr Elijah Silcott, Permanent Secretary in the Ministry of Health. The closing date for receipt of queries is 21st August 2013. Queries should be in question format and submitted by email only. Responses to queries will be published on the designated website in order to ensure that no party has an unfair advantage over any other. For the purpose of circulating responses, queries may be edited to avoid disclosing the identity of the party submitting it.

Sufficiency & Accuracy of Tender
Tenderers will be deemed to have examined all the documents enclosed and by their own independent observations and enquiries will be held to have fully informed themselves as to the nature and extent of the requirements of the tender.

Tenderers are cautioned to check the accuracy of their tender prior to submission. A tender found to contain any arithmetical errors will be corrected and referred back to the tenderer for confirmation and acceptance.

While tenderers are requested to ensure they have included all of the information requested as part of this tender, excess documentation impedes the evaluation process and should not be submitted.

Tender Documents - Ambiguity, Discrepancy, Error, Omission
Tenderers shall immediately notify the Contracting Authority should they become aware of any ambiguity, discrepancy, error or omission in the Tender Documents. The Contracting Authority will, upon receipt of such notification, issue a clarification in respect of any such ambiguity, discrepancy, error or omission. Such clarification shall then form part of the Tender Documents.

Extension of Tender Period
The Contracting Authority reserves the right, at its sole discretion, to extend the closing date for receipt of tenders by publishing the new deadline date on the website. This must be done before the original closing date.

Modifications to Tenders prior to the Closing Date for Receipt
Modifications to tenders will be accepted in the form of supplementary information and/or addenda, provided they are submitted in a sealed envelope before the closing date for receipt of tenders and clearly marked as part of the tender. Any modifications received after the closing time for receipt of tenders will not be considered.
**Form of Tender**
Tenderers are required to complete, sign and return the Form of Tender set out in Appendix 2, and Breakdown of Costs in Appendix 3. **Failure to sign the Form of Tender, or to complete it in the required format, will result in rejection of the tender.**

**Cost of Preparation of Tender**
The Contracting Authority will not be liable for any costs, charges or expenses incurred by tenderers in the preparation of proposals or any associated efforts. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in this document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings or make a presentation of their proposals.

**Tender Validity Period**
To allow sufficient time for tender assessment, a tender validity period of 90 days is required, during which all elements of the offer contained in the tender shall remain open for acceptance by the Contracting Authority. The tender validity period commences on the date by which the tenders are to be returned (tender submission deadline).

**Currency**
The currency and invoices in which all prices and rates shall be tendered, and which payments under the contract will be paid, shall be XCD (Eastern Caribbean Dollars).

**Confidentiality**
The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential.

**Applicable Law**
This tender process will be governed by the Laws of Montserrat.

**Clarification of Tenders**
To assist in the examination and comparison of tenders, the Contracting Authority may ask tenderers for clarification of their bids, including breakdown of unit prices. No change in the price or substance of any tender shall be sought, offered or permitted.

**Correction of Errors**
Detailed pricing of all tenders will be examined for errors that might alter the tender pricing as determined from the figures on the tender form. In general, the following approach will be applied to manifest errors:

(a) Where there is a discrepancy between amounts in figures and words the amount in words shall apply.
(b) Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless, in the opinion of the Contracting Authority, there is a gross mathematical error in the unit price, in which event the total amount as quoted will govern.

The amount stated in the tender form will be adjusted by the Contracting Authority in accordance with the above procedure and, with the agreement of the tenderer, shall be considered as binding upon the
tenderer. Without prejudice to the above, a tenderer not accepting the correction of their tender as outlined will have their tender rejected.

**Change in the Composition of a Tender**
The Contracting Authority will disqualify any tenderer that makes any change to its composition after submission of a tender.

**Interference and Inducement to Purchase**
Any tenderer attempting to unduly influence the Contracting Authority or any other relevant persons or bodies in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning the award of contract shall have their tender rejected.

**Notification of Outcome**
All tenderers will be informed of the outcome of their proposals following tender evaluation and any necessary clarifications. Potential outcomes can be:

a) Letter of award of contract.
b) Letter of Regret.

**Award of Contract**
Following determination of a successful tenderer, an award of contract notice will be despatched to the successful tenderer. All other tenderers who participated in the process will be sent a letter stating that they were unsuccessful.

**Payment**
Payment of monies for the performance of the contract will be made in XCD or Eastern Caribbean currency.

**Cancellation of Tender Process**
Please note that the Contracting Authority is not obliged to award any contract on foot of this procedure. The Contracting Authority reserves the right to cancel the procedure at any time, including where funding for the project or approval of the competent authorities is not forthcoming.
Technical Specification / Scope of Works
The Government of Montserrat is inviting tenders for the supply of one (1) portable x-ray. All quotations should be accompanied by:
- A picture of the item
- Detailed specifications
- Place of manufacture
- Warranty policy
- After sales service/maintenance
- Options for maintenance contract of the item from 1yr, 2yrs, 3yrs, 5yrs etc.

The supplier should indicate whether they stock the consumables and spares or provide a reliable source where such consumable can be procured from. The technical specifications are outlined below:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Quantity</th>
<th>Specifications</th>
</tr>
</thead>
</table>
| Portable X-ray | 1 | Self-contained battery operated mobile X-ray imaging system for undertaking x-ray studies at the point of care (Theatre, Casualty, Wards) when it is not safe or practical to transfer the patient to the x-ray department. Designed to be used with conventional film or CR cassettes
Stand-by mode eliminates boot up cycles and allows exposure less than 60 seconds
Designed for round the clock availability using with battery or while the unit is charging
System can be re-charged even if batteries are not fully drained
System can be driven within at least one minute of activation
Self-propelled single handle drive control
**X-ray Source**
Nominal Focal Spot size:
- Large Focus … 1.2 mm
- Small Focus … 0.6 mm
Anode Rotation Speed (minimal): 3200 min-1
Permanent Filtration: 0.9 mm Al / 75 kV
Maximum X-ray Tube Current
- Large Focus: 500 mA
- Small Focus: 200 mA |
Continuous heat Dissipation:

Without Air-circulator: 170 W (238 HU / s)

Maximum anode heat units 140 KHU

Exposure time: 4.0 msec – 6.0 sec.

**Tube Positioning**

The column may be rotated up to ± 270° from the park position.

Tube Angle display and SID measuring tool

Focal Spot range from 62.5 cm (24.6 in) to 200 cm (78.7 in)

**Collimator**

A pair of independent collimator blades controls the x-ray

- 180 lux (1000 Lumen/mt2) light field lamp
- The collimator rotates ±180 degrees with detents at -180, -90, 0, +90, and +180 degrees
- Full 43 cm x 43 cm (17 in) coverage at a 100 cm SID

**Power**

- Capable of System battery status display
- Drive Inhibit keypad access
- Password protected access to patient information
- Automatic safety brake
- Bin for storage of standard sized cassettes
- Built in storage for cleaning wipes, gloves and lead apron
- Smooth surfaces for easy cleaning

**Generator**

300 mA max

kVp: 50-125±1kVp increments

mAs: 0.2 to 630 35 (25% Up – 20% down)
**Verification**
Bidders must supply the requisite technical data for the equipment they wish to supply in accordance with the specifications found within the tender documents. Where reference is made in the technical specification to any particular make, source, origin, patent, process, trademark, brand name or standard, such reference shall on every occasion be understood as being accompanied by the words “or equivalent.” These references are provided only where it is not otherwise possible for a sufficiently precise description to be defined.

**Lots**
Tenderers must submit a proposal for each of the items included in this tender document or a Tenderer may submitted for one or more of the items.

**Eligibility Criteria**
The Contracting Authority is using the open procedure for the procurement of these requirements, therefore, while all interested parties may submit a tender, only those demonstrating they have the required level of financial and technical capacity will have their tender considered. In order to demonstrate eligibility, tenderers are required to provide the information set out below.

**Evidence of Turnover and Profitability**
Please provide the following information based on your organisation’s annual accounts:

<table>
<thead>
<tr>
<th>Appendix 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
</tr>
<tr>
<td>-------</td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
</tbody>
</table>

**Rule**
Tenderers must provide evidence of their turnover and profitability for the past two financial years by submitting extracts from audited accounts or an auditor’s signed statement. If these figures are not available for the full two year period please include an explanation for this and provide figures for all years/ part years available.

Please Note: **Failure to submit the above requested information will invalidate your tender.**

**Tenderer’s Organisation and Structure**
Please provide the following information:

- Company name, address and contact details for individual responsible for this tender.
- Outline of relevant Human Resources. Please provide an organisation chart and give details of the manpower levels and skills base within your organisation, in particular related to the delivery and maintenance of the required products.
- Outline of Technical Resources within the organisation which are relevant to a contract of this nature, including delivery, maintenance and disposal equipment.

Tenderers must demonstrate that they have adequate and appropriate resources at their disposal to deliver a contract of this nature.

Please Note: **Failure to submit the above requested information will invalidate your tender.**
**Previous Similar Contracts**

Please provide details of at least 5 previous contracts of a value exceeding $100,000.00 successfully delivered by your organisation which are similar in nature and scope to the requirements of this contract. The details to include:

- Client Name
- Details of start/end dates of contract
- Approx. value of contract ($)
- Nature and description of work done
- Similarity to Contracting Authority’s requirements

Tenderers must demonstrate that they have acquired the necessary experience by providing details in relation to 5 previous contracts of a similar nature and scope.

Please Note: **Failure to submit the above requested information will invalidate your tender.**

**Tax Compliant**

Tenderers should provide a copy of their current Tax Compliance Certificate if they are locally based.

A tenderer may rely on the capacities of other entities in demonstrating its eligibility, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that the tenderer will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place the relevant resources at its disposal.

**Award Criteria**

Only tenders which have met the eligibility criteria and are valid and responsive to the specification set out in this document will be evaluated against the award criteria. Tenderers should ensure that they have submitted sufficient relevant information to allow their tenders to be assessed under each of the award criteria set out below.

Assessment of tenders and award of contract will be on the basis of the **most economically advantageous tender**, in accordance with the evaluation criteria, weightings and minimum requirements.

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Weighting</th>
<th>Maximum Score</th>
<th>Minimum Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Quality and Performance</td>
<td>20%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(B) Maintenance</td>
<td>15%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(C) Warranty Length &amp; Inclusiveness</td>
<td>15%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(D) Price</td>
<td>50%</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In relation to minimum score required - Tenderers should note that they must achieve a minimum rating of 60% for each of the individual qualitative criteria (A) - (D) in order to avoid elimination from the competition.

**Explanation of Award Criteria**

Tenderers should ensure in their tenders that they provide detailed information in respect of all aspects of the contract award criteria as stated below.
Quality and Performance (20%)
The machine should have a high quality finish with a lightweight, sturdy and durable body. It should have the capability for easy steering and reliable braking function. The machine should also be equipped with enhanced radiation protection features. The exposure chord should be a minimum of 5ft in length with the attached operation button. The lens should be of high quality for enhanced imaging.

Maintenance (15%)
Suppliers are to indicate whether they can offer their services in the area of maintenance. It is the aim of the Government of Montserrat to procure a machine which would require minimal levels of maintenance. The machine should be one that utilises standardised consumables and is robust in its use. The supplier should ensure that all user manuals are provided as part of their tender submission.

Warranty Length & Inclusiveness (15%)
Tenderers should provide in their tender the terms and condition and length of any warranty provided with each equipment. Marks will be awarded on the basis of warranty length and the comprehensiveness of coverage, including availability of spare parts and consumables.

Price (50%)
Tenderers must complete the Form of Tender attached in Appendix 2 and return this with their tender submission. Appendix 3 must also be completed with a detailed breakdown of unit prices. The cost of the equipment/s is a significant factor and the Government of Montserrat will seek to ensure that equipment purchased will be at the most economically advantageous price. However, there are other factors which comprise the criterion and these will be considered proportionately. Government of Montserrat is not bound to accept the lowest or any tender.
Appendix 2

Form of Tender

THIS FORM OF TENDER MUST BE COMPLETED AND RETURNED BY ALL TENDERERS.

To:          The Chairperson, Central Tenders Board, Ministry of Finance & Economic Management, 
            Brades, Montserrat.

From:       ..................................................................................................................

1. I/We have examined the tender documentation and hereby offer to provide the Supplies in 
            accordance with the Tender Documents and specifications of equipment. Below is the 
            attached Detailed Breakdown of Costs.

<table>
<thead>
<tr>
<th>COST OF TENDER</th>
<th>Total in XCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Fee for supply, delivery, maintenance as per specification.</td>
<td>$</td>
</tr>
</tbody>
</table>

2. This offer will remain open for acceptance by you for a period of 90 days from the closing 
   date for receipt of tenders.

3. We acknowledge that you are not obliged to accept the lowest or any offer and that this 
   contract award procedure may be cancelled by you.

4. We undertake to deliver the Supplies in accordance with the terms and conditions of the 
   tender specification.

5. We acknowledge that all costs and expenses incurred by us in producing and submitting 
   this offer will be borne by us in full.

6. We undertake to treat the details of this offer as private and confidential. We acknowledge 
   that no part of these documents may be transmitted by us to a third party.

7. I/We intend to deliver the equipment within ----------- weeks from the date of official 
   confirmation of award of contract. Prices quoted are inclusive of duty and freight to Port 
   Little Bay, Montserrat.

Signed: ______________________________________ Date: ________________

Name in Capital Letters:  ________________________________________________

On behalf of:  __________________________________________________________

Address:  __________________________________________________________________

Telephone:  ___________________ E-mail:  ________________________________

**Failure to sign this Form of Tender will invalidate the offer**
Appendix 3  
Detailed Breakdown of Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit Price in $</th>
<th>Total Cost $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portable X-ray Machine</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
Appendix 4

Eligibility Criteria

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER’S ORGANISATION

<table>
<thead>
<tr>
<th>Name of Tenderer:</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
</tr>
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<tbody>
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<td></td>
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</tbody>
</table>

Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation.

<table>
<thead>
<tr>
<th>No.</th>
<th>QUESTION</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The Tenderer is bankrupt or is being wound up, or its affairs are being administered by a court, or it has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The Tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by a court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The Tenderer, a Director or Partner, has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata or has been guilty of grave professional misconduct.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The Tenderer has not fulfilled its obligations relating to the payment of taxes or social security contributions in any jurisdiction in which the Tenderer is located or has operations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>The Tenderer, a Director or Partner has been found guilty of fraud.</td>
<td></td>
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<tr>
<td>6.</td>
<td>The Tenderer, a Director or Partner has been found guilty of money laundering.</td>
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<tr>
<td>7.</td>
<td>The Tenderer, a Director or Partner has been found guilty of corruption.</td>
<td></td>
<td></td>
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<tr>
<td>8.</td>
<td>The Tenderer, a Director or Partner has been convicted of being a member of a criminal organisation.</td>
<td></td>
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<tr>
<td>9.</td>
<td>The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency.</td>
<td></td>
<td></td>
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<tr>
<td>10.</td>
<td>The Tenderer has contrived to misrepresent any information relevant to this proposal.</td>
<td></td>
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</tr>
</tbody>
</table>

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future tenders. If you answer yes to any of these questions, your tender will be rejected.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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<tr>
<th>Print Name</th>
<th>Position</th>
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<table>
<thead>
<tr>
<th>Telephone</th>
<th>Email</th>
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