



MINISTRY OF COMMUNICATIONS, WORKS & LABOUR

P O BOX 344, BRADES, MONTSERRAT, W I

◆ **Tel: (664) 491-2321/2322** ◆ **Fax: (664) 491-6639** ◆ **E-mail: mcw@gov.ms**

14 January 2014

Our Ref: CW 12/20/1

Dear Sir/Madam,

Re: Tender for the Procurement of one (1) Utility Vehicle for the John A Osborne Airport

You are invited to submit tender for the procurement of One (1) Utility Vehicle for the John .A. Osborne Airport, Montserrat. Tenders must be submitted in accordance with the specifications, which accompany this invitation to tender. Included are the tender documents, consisting of:

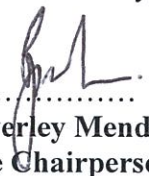
- (1) Instructions to Tenderers
- (2) Form of Tender
- (3) Evaluation of Tender
- (4) General Conditions of Contract
- (5) Respondent's Identification and Details
- (6) Tender checklist

Tender packages can be accessed on the Government of Montserrat website at www.gov.ms.

The completed tender document must be submitted in a plain and sealed envelope and addressed to **the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat on or before 2:00 p.m. on Wednesday 29th January 2014**. At the top right hand corner of the envelope should be the name of the project, "**Tender for the Supply of One (1) Utility Vehicle – John.A.Osborne Airport**". Please ensure that no additional marks are placed on the envelope.

Any queries relating to the tender should be made in writing to the Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Brades, Montserrat or emailed to Denzil Jones at atjonesd@gov.ms or Daren Greer at GreerD@gov.ms.

Yours faithfully,


.....
Beverley Mendes

The Chairperson
Departmental Tender Committee
Ministry of Communications, Works and Labour

1.0 INVITATION TO TENDER

Scope of Work

The Ministry of Communications, Works and Labour is soliciting bids from qualified businesses and persons to provide proposals to supply one (1) utility vehicle, inclusive of after sales supporting services, warranty and essential spare parts to effect preventative maintenance during the initial 12 months of operation. The vehicle must conform to the specifications provided in this tender document. Respondents are required to provide an overall price for the vehicle taking into account the following considerations as outlined on the equipment listing:

(a) Provision of Equipment

Cost associated with acquiring the specified product and spare parts necessary to effect preventative maintenance during the initial 12 months of operation and shipping with adequate insurance coverage to Port Little Bay, Montserrat.

(b) Warranty

Type of warranty and information on how warranty obligations are to be carried out during the time period offered.

(c) Training

Provision of on-site operation and maintenance training before and after the commissioning of the vehicle.

(d) Documentation

Provision of all documents pertaining to the vehicle and other equipment which form part of this tender to include, but not limited to, maintenance manuals, operation manuals, commissioning certificates, a comprehensive list of recommended spare parts and warranty details.

Equipment Price Sheet

The following sheet provides guidelines and specifications of the type of product required, its functionality and intended use. Respondents are required to provide the necessary documentation to illustrate the product being offered, their ability to provide technical support, particularly training and how this item meets the requirements of the tender. The following considerations must be given, along with the required supporting documents.

- The versatility of the equipment.
- The accuracy of the equipment as per the required specifications.
- The ability of the equipment to damp down vibration.
- Simplicity of operation.
- Maintenance and repairs economy.

- Operator's safety and comfort.

Minimum Supporting Documents

- (1) Brochures
- (2) Data Sheets
- (3) Detailed quotation fully inclusive of delivery to Montserrat.
- (4) Terms of warranty.

Failure to provide the above information will invalidate your tender

Equipment Price Sheet

Equipment Type	Equipment Specifications	Vehicle Purpose	Cost of Vehicle/ Warranty/ Training/ (US\$)	Equipment Delivery Schedule (Wks)	Supportive Document Ref No
Pick-Up Truck	<p><u>Engine</u> Internal Combustion, Naturally Aspirated or turbocharged, Water Cooled, petrol engine. Minimum BHP 175.</p> <p><u>Transmission</u> 6 speed Automatic Transmission, capable of providing a minimum velocity of 105 Km/h, between 6-7 seconds.</p> <p><u>Drive</u> Drive 2WD/4WD</p> <p><u>Steering</u> Power assisted rack and pinion steering</p> <p><u>Suspension</u> Front: Front double wishbone with coil and front stabilizer. Rear: Rigid – Elliptic leaf spring</p> <p><u>Brake</u> Front: Ventilated Disc Rear: Drums</p> <p><u>Special Feature.</u> Cruise control Single tow hitch point at rear. Double Cab (Seating Capacity Five (5) Tow Mirrors Standard cabin accessories</p>				

2.0 INSTRUCTIONS TO TENDERERS

- (1) The contract conditions adopted for this project will be the Government of Montserrat General Conditions of Contract.
- (2) Tenderers must fully complete the Form of Tender (including notice period and maximum delivery time), copies of credentials; proof of similar contracts previously undertaken, confirmation for the provision of technical support and training, documentation on length and type of warranty. Failure to fully complete and return these documents and provide the additional information stated in these instructions will render the bid non-compliant and it will be rejected.
- (3) All works undertaken will be the subject of taxation in accordance with the current legislation. Tenderers must submit a current Tax Compliance Certificate with their bid if locally based.
- (4) Tenders should be returned in a plain sealed envelope no later than **2pm on Wednesday January 29th 2014**. The envelope should be addressed to: **The Chairman, Public Procurement Board, Ministry of Finance and Economic Management, Government Headquarters, Brades, Montserrat**. The name of the project should be written in the top right hand corner of the envelope. It should read, **“Tender for the Supply of One (1) Utility Vehicle – John. A. Osborne Airport”**. No additional marks should be on the envelope. Late tenders will not be considered.
- (5) All tenders will be arithmetically checked, any errors will be brought to the tenderers attention. The rates supplied would be the basis for the arithmetic correction and would be the determining factor for any queries about the corrected price. Corrected prices must be agreed by the tenderer.
- (6) Tenderers are not allowed to submit multiple or alternative tenders.
- (7) The Public Procurement Board is not bound to accepting the lowest or any tenders and has the right to accept and reject any tender offers.

3.0 FORM OF TENDER

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

Dear Sir/Madam,

Re: Tender for the Supply of One (1) Utility Vehicle – John. A. Osborne Airport

I/We the undersigned undertake to supply and deliver the products as outlined in the above captioned project in accordance with the general conditions of contract and product specifications as provided in the tender documents for the sum of:

EC\$.....

If my/our tender is accepted, I/We undertake to complete the supply and deliver the goods within ___weeks from the date of receipt by me/us of the official award of contract. I/We understand that I/We shall not be reimbursed for any cost that may have been incurred in compiling this tender. I/We confirm this tender shall remain valid for a period of 90 days from the date of submission of this tender.

Name:.....

Signed.....

Name of firm (If Applicable)

Address.....

.....

Tel No:

Fax No:

Date:

4.0 EVALUATION OF TENDER

Evaluation Criteria

The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. **Tenders must achieve a minimum score of 65% to advance beyond the evaluation stage.**

Criteria Description	Weight (%)
Price	30
Warranty length and inclusiveness	10
Technical Support / Training (before and after sales)	15
Availability (Delivery Time)	15
Adherence to Specification	30

Tenderers that fail to meet technical specification will not be considered for evaluation by the Tender Evaluation Committee.

Price (30%)

Tenderers must complete the Form of Tender and return this with their tender submission. The tendered price is a significant factor and the Government of Montserrat will seek to ensure that the vehicle is purchased 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. The percentage for this criterion will be calculated proportionately in comparison to other price submissions from tenders.

Warranty Length & Inclusiveness (10%)

Tenderers should provide in their tender the terms and condition and length of any warranty provided with the sale of the vehicle. Marks will be awarded on the basis of warranty length and the comprehensiveness of coverage. The price should be inclusive of insurance to Montserrat. The percentage for this criterion will be calculated in proportion to warranty submissions from other tenders.

Technical Support / Training (before and after sales) (15%)

A higher than normal weighting will be applied to Technical Support, so that preference will be given to those suppliers that can provide intensive pre and post-sale training to our technicians and equipment operators, in addition to other essential after sale services such as the availability of

spare parts. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

Availability (Delivery Time) (15%)

A higher than normal weighting has been given to delivery schedule, so that preference can be given to those suppliers that can have the items in Montserrat at the earliest time. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

Technical Specifications (30%)

Adherence to technical specification is paramount. However, consideration will be given to chassis and body robustness, manoeuvrability, comfort level of occupants and enhanced safety features. Marks will be awarded depending on the degree of compliance with the technical specifications as compared with the other tenders.

5.0

GENERAL CONDITIONS OF CONTRACT

This Agreement is made the..... day of..... **2014** between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Permanent Secretary, Ministry of Communications, Works and Labour (MCWL) (hereinafter referred to as “**GOM**”) of the one part and

(Supplier’s Company)....., whose address is

.....
..... Acting herein and represented by *(name of Representative)*
(Hereinafter referred to as “**the Supplier**”) of the other part.

INTERPRETATION:

The Contract means the agreement concluded between the GOM and the Supplier, including all qualifications, stipulations and provisions and any other documents which may be incorporated or referred to herein;

The contracting authority means GOM of the Government of Montserrat.

The Supplier” means the company/ companies/ individual that is responsible for carrying out the requirements of the contract.

The Contract Price means the gross price to be paid by GOM.

The supply and delivery of one utility vehicle and the training provided to staff or where referred to in the contract as “services” means all work which the Supplier is required to undertake in the performance of this contract.

The Specification means the GOM’s requirements for the supply of one utility vehicle, details of which have been provided in this tender document.

VARIATIONS OF CONDITIONS

The supply and delivery of the one utility vehicle shall be carried out in accordance with these Conditions and expressed 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.

COMPLETE AGREEMENT

This Agreement supersedes any prior Agreement 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. This Agreement shall be governed by the laws of Montserrat in every particular and shall be deemed to be made in Montserrat.

FORCE MAJEURE

Both parties shall be released from their respective obligations in the event of national emergency, natural disaster, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this Agreement impossible whereupon all money due under this agreement shall be paid immediately.

NOTICES

Any notice required to be served under this Agreement shall be in writing and may be served by electronic mail to the correct address, facsimile transmission to the correct number, post or hand delivery to the last known business address of the party upon whom it is being served. Notice shall be deemed to have been effected within 24 hours of the date of sending of the notice when sent by electronic mail or facsimile transmission, within 72 hours of the date of posting of the notice when sent by post and upon delivery when hand delivered.

A notice shall be delivered as follows:

A. if to the Supplier, to:

Name
Designation
Address
Tel: No
Fax
Email

B. if to the GOM , to:

Name: Beverley Mendes
Permanent secretary
Ministry of Communication, Works and Labour
Brades
Montserrat
Tel: (664) 491-2521/2522
Fax: (664) 491-6659
Email: mcw@gov.ms
Email: MendesB@gov.ms

MEDITATION AND ARBITRATION

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute 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.

SIGNATURES

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 Agreement on the dates set forth first above with full knowledge of its content and significance and intending to be legally bound by terms hereof.

A. SUPPLIER

Name.....
Designation.....
Signature.....
Witness Name.....
Designation.....
Signature.....

B. GOM

Name.....
Designation.....
Signature.....
Witness Name.....
Designation.....
Signature.....

6.0 RESPONDENT'S IDENTIFICATION / DETAILS

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

B	QUESTIONNAIRE	
1	Your entity operates as which one of the following?	Sole Proprietorship
		Partnership
		Limited Liability
		Others
2	How many years has your entity been in operation?	(0-1)
		(1-3)
		(3-5)
		(5-10)
		(10 & Over)
3	Number of Employees within your entity?	(1-5)
		(6-10)
		(11-15)
		(16 & Over)
4	How many similar contracts has your entity successfully completed in the last 2 years?	(1-3)
		(4-6)
		(7-9)
		(10 & Over)
6	What is the highest sum of any of the contracts completed in the last 2 years?	(50-100)K
		(101-200)K
		(201-400)K
		Over 400K
7	Has your entity failed to complete a contract for a public or private entity?	YES
		NO

(TICK WHERE APPLICABLE ABOVE)

D	SIGNATURE
<p>I hereby certify that the information outlined in this document is true and accurate to the best of my knowledge and belief. I understand false statement may result in denial of a contract and possible debarment from future prospects.</p> <p>-----</p> <p>Signature of Company Representative Company Name/Stamp</p> <p>-----</p> <p><i>Date</i></p>	

7.0 TENDER CHECKLIST

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

- (1) One (1) completed Equipment Price sheet providing equipment meeting the required specification.
- (2) Completed and Signed Form of Tender. The Form of Tender document shall be signed by a person legally authorized to bind the firm to a contract. The complete tender sum should be clearly written and included in the form of tender).
- (3) Identification Details of the tenderer or Business
- (4) Statement of capability and confirmation for the provision of technical support and training
- (5) Copies of required credentials
- (6) Comprehensive costed financial proposal
- (7) Evidence of similar contracts over the past two (2) years.
- (8) Tax/social security Compliance Certificate (if locally based)