August 19th 2013

Dear Sir/ Madam

You are invited to submit tenders for the procurement of two (2) agricultural wheel tractors for the Ministry of Agriculture, Montserrat. Tenders must be in accordance with the specifications which accompany this invitation to tender. Included are the tender documents, consisting of:

1. Scope of work
2. Instructions to tenders
3. Tender check list
4. Form of tender
5. Evaluation of Tender
6. General conditions of contract
7. Respondent’s Identification & Details

Tender packages can be accessed on the Government of Montserrat website at www.gov.ms. Any queries relating to this tender should be emailed to Hector Lambert at LambertH@gov.ms or Darren Greer at GreerD@gov.ms.

The completed tender document must be submitted in a plain and sealed envelope and addressed to the Chairman, Central Tenders Board, Ministry of Finance and Economic Management, Brades, Montserrat on or before 2pm on Wednesday September 11th 2013. In the top right hand corner of the envelope should be the name of the project, “Tender for the Supply of Two Agricultural Wheel Tractors”. Please ensure that no additional marks are placed on the envelope.

Yours Sincerely,

Camille U C Thomas- Gerald (Mrs)
Permanent Secretary, MALHE
INVITATION TO TENDER

1.0 Scope of Work

The Ministry of Agriculture, lands, Housing and the Environment is soliciting bids from qualified businesses and persons to provide proposals to supply two (2) agricultural wheel tractors, inclusive of equipment, warranty and after sales supporting services. The tractors must conform to the specifications provided in this tender document. Respondents are required to provide prices for each tractor and items on the equipment list taking into account the following considerations:

(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 training and maintenance before and after the commissioning of the tractors.

(d) Documentation
Provision of all documents pertaining to the tractors 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.

2.0 Equipment Price Sheet

The following sheet provides guidelines, 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 our requirements. Respondents are required to provide two (2) possible solutions for each requirement, along with the necessary supporting documents.

The following considerations below must be given, along with required supporting documents.

Questions to Consider

(a) The versatility of the equipment.
(b) 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:**

(a) Brochures
(b) Data Sheets
(c) Detailed quotation fully inclusive of delivery to Montserrat.
(d) Terms of warranty.

*Failure to provide the above information will invalidate your tender:*

**ALL TENDERERS MUST OFFER AND SUBMIT THE OPTION OF AN ALTERNATIVE TRACTOR THAT CONFORMS TO THE REQUIRED SPECIFICATIONS.**

### OFFER 1

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Equipment Specifications</th>
<th>Equipment Purpose</th>
<th>Cost of Tractor/Warranty/Training/Offer $</th>
<th>Equipment Delivery Schedule (Wks)</th>
<th>Supportive Document Ref No</th>
</tr>
</thead>
</table>
| 2 Agricultural Wheel Tractors | **Engine**
Naturally aspirated, direct injection 4 stroke diesel.
Minimum Brake Horse Power (BHP): 75 Horsepower.  

**Clutch**
Dry/dual/mechanically controlled.  

**Transmission**
Mechanically operated capable of providing velocity ranging from (3-40)Km/h, with forward and reverse gears | Ploughing, Harrowing, Ridging, Powering irrigation pumps and farm sprayers, hauling trailers, water and fuel bowsers | OFFER 1 | OFFER 1 | OFFER 1 |
<table>
<thead>
<tr>
<th><strong>Power Take Off</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Type: Independent</td>
<td></td>
</tr>
</tbody>
</table>

**Hydraulics**
Three (3) point linkage.
Minimum lift capacity: 2000 kg.
Minimum operating pressure: 20Mpa

**Drive**
2WD/4WD with hydrostatic steering.
Hydraulically controlled wet disc brake.
Mechanically controlled parking brake.

**Axles**
Rear: Planetary, mechanical differential lock

**Dimension**
Max Length: 4.3 m
Max Width: 2.0 m
Min Ground Clearance: 0.36 m
ROPS: Canopy
## OFFER 2

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Equipment Specifications</th>
<th>Equipment Purpose</th>
<th>Cost of Tractor/Warranty/Training/Offer $</th>
<th>Equipment Delivery Schedule (Wks)</th>
<th>Supportive Document Ref No</th>
</tr>
</thead>
</table>
| 2 Agricultural Wheel Tractors | **Engine**  
Naturally aspirated, direct injection 4 stroke diesel. 
Minimum Brake Horse Power (BHP): 75 Horsepower.  
**Clutch**  
Dry/dual/mechanically controlled.  
**Transmission**  
Mechanically operated capable of providing velocity ranging from (3-40)Km/h, with forward and reverse gears  
**Power Take Off**  
Type: Independent  
**Hydraulics**  
Three (3) point linkage. 
Minimum lift capacity: 2000 kg. 
Minimum operating pressure: 20Mpa  
**Drive**  
2WD/4WD with hydrostatic steering. 
Hydraulically controlled wet disc brake. 
Mechanically controlled parking brake. | Ploughing, Harrowing, Ridging, Powering irrigation pumps and farm sprayers, hauling trailers, water and fuel bowsers | **OFFER 2** | **OFFER 2** | **OFFER 2** |
<table>
<thead>
<tr>
<th><strong>Axles</strong></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rear: Planetary, mechanical differential lock</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Dimension</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Max Length: 4.3 m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Max Width: 2.0 m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Min Ground Clearance: 0.36 m</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ROPS: Canopy</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3.0 Instructions to Tenderers

1. The contract conditions adopted for this project will be the 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 September 11th, 2013. The envelope should be addressed to: The Chairman, Central Tenders 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 Two Agricultural Wheel Tractors”. 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 Central Tenders Board is not bound to accepting the lowest or any tenders and has the right to accept and reject any tender offers.
4.0 Tender Checklist

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 noncompliant and rejected:

- **Two offers of the tender proposal** (Tenders are to submit two offers of tractors meeting the required specifications. Two packages should be submitted marking option 1 and option 2).

- **Completed and Signed Form of Tender** (Each tender document shall be signed by a person legally authorized to bind the firm to a contract. The price for both options should be clearly written and included in the form of tender).

- **Identification Details of the tenderer or Business**

- **Statement of capability**

- **Copies of required credentials**

- **Comprehensive costed financial proposal**

- **Evidence of similar contracts over the past two (2) years.**

- **Tax/social security Compliance Certificate** (if locally based)
5.0 FORM OF TENDER

The Chairman
Central Tenders Board
Ministry of Finance and Economic Management
Government Headquarters
Brades
Montserrat

Dear Sir/Madam,

Re: Tender for the Supply of two Agricultural Wheel Tractors

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$.......................................................................................................................for option 1
And
EC$.......................................................................................................................for option 2

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 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. nr.............................................................................................................
Fax nr............................................................................................................
Date..............................................................................................................
6.0 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.

<table>
<thead>
<tr>
<th>Criteria Description</th>
<th>Weight (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>40</td>
</tr>
<tr>
<td>Warranty length and inclusiveness</td>
<td>10</td>
</tr>
<tr>
<td>Technical Support / Training (before and after sales)</td>
<td>15</td>
</tr>
<tr>
<td>Availability (Delivery Time)</td>
<td>15</td>
</tr>
<tr>
<td>Quality and Performance</td>
<td>20</td>
</tr>
</tbody>
</table>

Tenders that fail to meet critical technical specification will not be considered for evaluation by the Tender Evaluation Committee. Failure to meet less critical specifications may result in deduction of points during the evaluation of the tender.

**Price (40%)**
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 tractors are 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.

**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 tractors. Marks will be awarded on the basis of warranty length and the comprehensiveness of coverage. The price should be inclusive of insurance to Montserrat.

**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.

**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.
Quality and Performance (20%)
The tractors should have a rigid and durable chassis base. It should have a powerful engine capacity with the capability for easy field manoeuvre and reliable braking function. As the vehicle will be operated in hot temperatures, the air-conditioning system should be powerful allowing for temperature controlled cabin and operator comfort. Tractors should also be equipped with enhanced safety features.
7.0 GENERAL CONTRACT CONDITIONS (SAMPLE)

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 Permanent Secretary, Ministry of Agriculture, Land, Housing and the Environment (MALHE) (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 supplying the tractors.

The Contract 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 Supplier. The Administrator shall have final authority for acceptance of the Suppliers performance, and if satisfactory shall initiate the process for approval of payment to the Supplier. 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.

The supply and delivery of two tractors 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 two tractors, details of which have been provided in this tender document.

VARIATIONS OF CONDITIONS

The supply and delivery of the two tractors 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.

CONFIDENTIALITY

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, or any computer system
(including hardware and software or maintenance thereof) and including any technical specifications is proprietary and confidential. 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 GOM prior written consent. The Supplier shall not at any time during or after the term of this Agreement divulge or allow to be divulged to any person any information which comes into its possession by virtue of its performance of this Agreement, 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 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: (...)  
Fax: (...)  
Email:
B. if to the GOM, to:
Name: Mrs Camille Gerald
Permanent secretary
Ministry of Agriculture, Land, Housing and the Environment (MALHE)
Brades
Montserrat
Tel: (664) 491-2546/2075
Fax: (664) 491-9275
Email: malhemail@gov.ms
Email: geraldcc@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………………………………………………
## 8.0 Respondent's Identification / Details

### A  PERSONAL INFORMATION

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>REGISTRATION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPANY ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
<th>POSITION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TELEPHONE NUMBER</th>
<th>FAX NUMBER</th>
<th>WEBSITE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EMAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

### B  QUESTIONNAIRE

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

---

Signature of Company Representative  Company Name/Stamp

---

Date