



Ministry of Education, Youth Affairs & Sports

P O Box 103
Government Headquarters
Brades
Montserrat

Tel: 664-491-2541/2542
Fax: 664-491-6941
Email: education@gov.ms
Ref: MEYA&S/E/C/117

7 March 2017

Re: Tender for the Procurement of one (1) Vehicle for the Ministry of Education Youth Affairs and Sports

You are invited to submit tender for the procurement of one (1) vehicle for the Ministry of Education Youth Affairs and Sports. 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.) Appendices and Schedules
- 4.) Anti-Collusion Statement
- 5.) Criteria for Evaluation of Tenders
- 6.) General Conditions of Contract
- 7.) Tenderer's Identification and Details
- 8.) Tender checklist

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

The completed tender documentation must be submitted in a plain and sealed inner envelope and addressed to the **“Chairman, Departmental Tenders Committee, Ministry of Education Youth Affairs and Sports, Brades, Montserrat”**. Tenders are to be received no later than 4:00pm on **Friday 10th march, 2017**. The name of the project should also be written on this inner envelope and

should read, **“Tender for the Procurement of one (1) vehicle for the Ministry of Education Youth Affairs and Sports”**. The name of the bidder **must** also be written on this inner envelope.

The inner envelope should then be placed in a plain sealed outer envelope and addressed to the **“Chairman, Departmental Tenders Committee, Ministry of Education Youth Affairs and Sports, Brades, Montserrat”**. Tenders are to be received no later than 4pm on **Friday 10th March 2017**. The name of the project should also be written on this inner envelope and should read, **“Tender for the Procurement of one (1) vehicle for the Ministry of Education Youth Affairs and Sports”**. No evidence of the bidders name should be on this outer envelope. Please ensure that no additional marks are placed on the outer envelope.

Any queries in relation to the tender should be made in writing to the Chairman, Department Tenders Committee, Ministry of Education Youth Affairs and Sports, Brades, Montserrat or emailed to (francisg@gov.ms).

A handwritten signature in blue ink, appearing to read 'Glenn Francis', is written over a dotted line.

Glenn Francis B.Ed., M.Sc.
Permanent Secretary (Ag.)

1.0 SCOPE OF WORKS

The Ministry of Education Youth Affairs and Sports is soliciting bids from qualified businesses and persons to provide proposals to supply one vehicle namely a 14-16-seater commuter omnibus. The vehicle must conform to the specifications provided in this tender document. Tenderers are required to provide an overall price for the vehicles taking into account the following considerations as outlined in the vehicle listing:

(a) Provision of Service:

Cost associated with acquiring the specified vehicle including 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) Documentation:

Provision of all documents pertaining to the vehicle which form part of this tender to include, but not limited to, maintenance manual and operation manual.

Specification Summary Table

The following table provides guidelines and specifications of the type of vehicles required; its functionality and intended use. Tenderers are required to provide the necessary documentation to clearly describe the vehicles being offered and to demonstrate that they meet or exceed the technical specification provided in the summary table, their ability to provide post-sales technical support, particularly training and how this vehicle meets all other requirements of the tender.

- The available colour or colours of the vehicle.
- Type and make of the vehicle.
- Year of manufacture (the vehicles must be new)
- Chassis and body configuration of the vehicle

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

Specification of Vehicle Table

Equipment Type	Equipment Specifications
OMNIBUS	<p><u>ENGINE</u> Internal Combustion, Naturally Aspirated or Turbocharged, Water Cooled Diesel Engine. Minimum BHP 120.</p> <p><u>TRANSMISSION</u> 5/6 Speed Manual Transmission</p> <p><u>DRIVETRAIN</u> Drive 2WD – Rear Wheel Powered</p> <p><u>STEERING</u> Power Assisted Rack and Pinion</p> <p><u>SUSPENSION</u> Front: Independent, double wishbone type, coil springs, gas dampers and jointed mount anti-roll bar Rear: Rigid live axle, leaf spring and double-acting gas damper units</p> <p><u>BRAKES</u> Anti-lock Braking System Front: Ventilated Discs Rear: Drums/Ventilated or Solid Discs</p> <p><u>FEATURES</u> Air Conditioning Standard Cabin Accessories Seating Capacity – 14-16 Passengers</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) Tenderers must submit a current Tax Compliance Certificate with their bid if their place of business is registered in Montserrat.
- (4) The completed tender documentation must be submitted in a plain and sealed inner envelope and addressed to the **“Chairman, Departmental Tenders Committee, Ministry of Education Youth Affairs and Sports Brades, Montserrat”**. Tenders are to be received no later than 4:00pm: pm on **March 10th, 2017**. The name of the project should also be written on this inner envelope and should read, **“Tender for the Procurement of one (1) vehicle for the Ministry of Education Youth Affairs and Sports”**. The name of the bidder **must** also be written on this inner envelope.

The inner envelope should then be placed in a plain sealed outer envelope and addressed to the **“Chairman, Departmental Tenders Committee, Ministry of Education Youth Affairs and Sports Brades, Montserrat”**. Tenders are to be received no later than 4pm on **Friday 10th March, 2017**. The name of the project should also be written on this inner envelope and should read, **“Tender for the Procurement of one (1) vehicle for the Ministry of Education Youth Affairs and Sports”**. No evidence of the bidders name should be on this outer envelope. Please ensure that no additional marks are placed on the outer envelope.

- (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. A tenderer whose tender sum is subject to arithmetical correction will be informed and asked whether he accepts the corrected tender sum. Failure to accept the corrected sum will result in the rejection of the tender.
- (6) Any bid received after the deadline for submission of bids prescribed in (4) above will be rejected.
- (7) Tenderers are not allowed to submit multiple or alternative tenders.

- (8) The **Departmental Tenders Committee**, is not bound to accept the lowest or any tenders and has the right to accept or reject any tender offers.
- (9) Tenderers must complete the Form of Tender and return this with their tender submission. The currency for completing the Form of Tender is Eastern Caribbean Dollar. Tenders in other currencies will be rejected. The exchange rate to be used shall be that pertaining 14 days prior to the date for submission of tenders.

3.0 FORM OF TENDER

The Chairman
Departmental Tenders Committee,
Ministry of Education Youth Affairs and Sports
Brades
Montserrat

Dear Sir/Madam,

Re: Tender for the Supply of one (1) vehicle for the Ministry of Education Youth Affairs and Sports

I/We the undersigned undertake to supply and deliver the vehicle as described in the tender outlined in the above captioned project in accordance with the general conditions of vehicle 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 delivery of the vehicles within ____ week/s 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 and submitting this tender. I/We confirm this tender shall remain valid for a period of 60 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 overall score of 70 to be considered for award of contract.

Criteria Description	Score
Adherence to Technical Specification (<i>minimum required score</i>)	40
Availability (Delivery Time)	10
Warranty length	20
Price	30
Maximum Technical Score	100%

Tenderers that fail to meet the minimum technical specification will not be considered as responsive to the tender requirements regardless of other technical scores). Only those tenders achieving the minimum overall technical score will be considered for award of contract.

Technical Specifications (50)

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.

Warranty Length & Inclusiveness (20)

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 score for this criterion will be calculated in proportion to warranty submissions from other tenders. The fullest warranty offering will be awarded 20 points and all other bids will be scored proportionally with shorter and less-inclusive warranties scoring lower marks.

Availability (Delivery Time) (10)

The maximum mark will be awarded to the tenderer providing the shortest delivery time for the vehicles and all spare parts to Montserrat. The mark to be assigned to all other tenderers will be calculated proportionately to the tender that offered the shortest delivery time for all items.

Price (30)

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, only those tenderers achieving the minimum score of the technical specification and the minimum overall technical score will have their financial bids opened. The 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. The price should be inclusive of insurance to Montserrat (i.e. CIF Montserrat). All tenders failing to achieve these minimum scores will be considered non-responsive and will be rejected.

Acceptance/Rejection of Tenders

The 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. The price should be inclusive of insurance to Montserrat (i.e. CIF Montserrat).

5.0 GENERAL CONDITIONS OF CONTRACT

This Agreement is made the..... day of..... 2017 between the GOVERNMENT OF MONTserrat having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Commissioner of Police, 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 the **Ministry of Education Youth Affairs and Sports** 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 to Port Little Bay of one (1) vehicle to wit one 16-seater commuter vehicle 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 (1) vehicle to wit one 16-seater commuter vehicle details of which have been provided in this tender document.

VARIATIONS OF CONDITIONS

The supply and delivery of the four vehicles 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: Glenn Francis, Permanent Secretary (Ag)
Ministry of Education Youth Affairs and Sports
Government Headquarters
Brades
Montserrat
Tel: (664) 491-2541/2
Email: francisg@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 with 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)
5	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
6	Has your entity failed to complete a contract for a public or private entity in the last 5 years?		Yes No

(TICK WHERE APPLICABLE ABOVE)

D	SIGNATURE
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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

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. Completed Vehicle Price sheet outlining individual vehicle cost. ☐
- 2. Vehicle model brochure providing equipment meeting required specifications. ☐
- 3. Completed and signed Form of Tender. The form of tender document shall be signed by the 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. ☐
- 4. Identification details of the Tenderers business ☐
- 5. Statement of capability for the provision of technical support and training ☐
- 6. Copies of required credentials ☐
- 7. Detailed price sheet itemizing unit cost for spares and vehicles ☐
- 8. Evidence of similar contracts over the past two (2) years ☐
- 9. Tax/Social Security compliance certificate (if locally based) ☐
- 10. Signed Anti-Collusion Statement ☐

.....
Signed by Tenderer

GOVERNMENT OF MONTSERRAT
TENDER SUBMISSION ANTI-COLLUSION CERTIFICATE

I/WE CERTIFY THAT THIS TENDER IS MADE IN GOOD FAITH, AND THAT WE HAVE NOT FIXED OR ADJUSTED THE AMOUNT OF THE TENDER BY OR UNDER OR IN ACCORDANCE WITH ANY AGREEMENT OR ARRANGEMENT WITH ANY OTHER PERSON. I/WE ALSO CERTIFY THAT WE HAVE NOT AND I/WE UNDERTAKE THAT WE WILL NOT BEFORE THE AWARD OF ANY CONTRACT FOR THE WORK:

DISCLOSE THE TENDER PRICE OR ANY OTHER FIGURES OR OTHER INFORMATION IN CONNECTION WITH THE TENDER TO ANY OTHER PARTY (INCLUDING ANY OTHER COMPANY OR PART OF A COMPANY FORMING PART OF A GROUP OF COMPANIES OF WHICH I AM/WE ARE A PART OF) NOR TO ANY SUB-CONTRACTOR (WHETHER NOMINATED OR DOMESTIC) NOR SUPPLIER (WHETHER NOMINATED OR DOMESTIC) OR ANY OTHER PERSON TO WHOM SUCH DISCLOSURE COULD HAVE THE EFFECT OF PREVENTING OR RESTRICTING FULL COMPETITION IN THIS TENDERING EXERCISE

ENTER INTO ANY AGREEMENT OR ARRANGEMENT WITH ANY PERSON THAT THEY SHALL REFRAIN FROM TENDERING, THAT THEY SHALL WITHDRAW ANY TENDER ONCE OFFERED OR VARY THE AMOUNT OF ANY TENDER TO BE SUBMITTED OR OTHERWISE COLLUDE WITH ANY PERSON WITH THE INTENT OF PREVENTING OR RESTRICTING FULL COMPETITION

PAY, GIVE OR OFFER PAY OR GIVE ANY SUM OF MONEY OR OTHER VALUABLE CONSIDERATION DIRECTLY OR INDIRECTLY TO ANY PERSON FOR DOING OR HAVING DONE OR CAUSING OR HAVING CAUSED TO BE DONE IN RELATION TO ANOTHER TENDER OR PROPOSED TENDER FOR THE WORK ANY ACT OR THING OF THE SORT DESCRIBED AT I), II) OR III) ABOVE.

I/WE FURTHER DECLARE THAT I/WE HAVE NO KNOWLEDGE EITHER OF ANY SUM QUOTED OR OF ANY OTHER PARTICULARS OF ANY OTHER TENDER FOR THIS CONTRACT BY ANY OTHER PARTY.

I/WE FURTHER CERTIFY THAT THE PRINCIPLES DESCRIBED ABOVE HAVE BEEN, OR WILL BE, BROUGHT TO THE ATTENTION OF ALL SUB-CONTRACTORS, SUPPLIERS AND ASSOCIATED COMPANIES PROVIDING SERVICES OR MATERIALS CONNECTED WITH THE TENDER AND ANY CONTRACT ENTERED INTO WITH SUCH SUB-CONTRACTORS, SUPPLIERS OR ASSOCIATED COMPANIES WILL BE MADE ON THE BASIS OF COMPLIANCE WITH THE ABOVE PRINCIPLES BY ALL PARTIES.

I/WE ACKNOWLEDGE THAT ANY BREACH OF THE FOREGOING PROVISIONS SHALL LEAD AUTOMATICALLY TO THIS TENDER BEING DISQUALIFIED AND MAY LEAD TO CRIMINAL OR CIVIL PROCEEDINGS. THE GOVERNMENT OF MONTSERRAT SHALL TREAT ANY TENDER RECEIVED IN CONFIDENCE BUT RESERVES THE RIGHT TO MAKE THE SAME AVAILABLE TO ANY OTHER FUNDING ORGANISATION OR STATUTORY REGULATORY AUTHORITY EITHER HAVING JURISDICTION OVER THE WORKS OR WHO MAY NOW OR AT ANY TIME IN THE FUTURE HAVE STATUTORY POWER TO REQUIRE DISCLOSURE OF THIS TENDER. IN THIS CERTIFICATE, THE WORD 'PERSON' INCLUDES ANY PERSONS AND ANY BODY OR ASSOCIATION, INCORPORATED OR UNINCORPORATED; ANY AGREEMENT OR ARRANGEMENT INCLUDES ANY TRANSACTIONS, FORMAL OR INFORMAL AND WHETHER LEGALLY BINDING OR NOT; AND 'THE WORK' MEANS THE WORK IN RELATION TO WHICH THIS TENDER IS MADE.

SIGNATURE..... IN CAPACITY OF

DATE.....2017

DULY AUTHORISED TO SIGN TENDERS AND ACKNOWLEDGE THE CONTENTS OF THE ANTI-COLLUSION CERTIFICATE FOR AND ON BEHALF OF:

NAME OF FIRM..... FULL

POSTAL ADDRESS.....

TELEPHONE No..... FAX No