



STATISTICS DEPARTMENT

MINISTRY OF FINANCE & ECONOMIC MANAGEMENT
P O BOX 292
GOVERNMENT HEADQUARTERS
BRADES
MONTSERRAT, WEST INDIES
MSR 1110

Date: February 26th, 2019

Ref: ST9/6

Dear Sir/Madam,

Tender for the Supply of a Diesel Engine driven Electric Generating Alternator for the SDM/MOFEM

Tenders are invited from qualified businesses and individuals for the supply of a Diesel Engine driven Electric Generating Alternator for the sole use by the Statistics Department of Montserrat (SDM).

Included in this tender dossier are the following documentations:

- 1) Invitation to Tender
- 2) Instructions to Tenderers
- 3) Form of Tender
- 4) Product Specifications
- 5) General Conditions of Contract
- 6) Respondent's Identification and Details
- 7) Anti-Collusion Statement
- 8) Tender Document Checklist
- 9) Evaluation Criteria

Electronic tender packages can be accessed and submitted via the Mytender Portal at <http://www.mytenders.org/>. Hard copies can be downloaded from the Government of Montserrat website at <http://www.gov.ms/tenders/>.

In submitting a tender for this project, kindly complete, sign and return the following documents:

- 1) Form of Tender;
- 2) Tender Document Checklist;
- 3) Anti-Collusion Statement;
- 4) Respondent's Identification and Details
- 5) A copy of your tax compliance certificate (if locally based).

Completed hard copy of your tender must be placed in a sealed inner envelope and addressed to:

The Chairman,

Ministry of Finance and Economic Management,
Brades, Montserrat.

The name of the project should also be written on the inner envelope and should read, “Tender for the Supply of a Diesel Engine driven Electric Generating Alternator for the SDM/MOFEM”. The name of the tenderer should also be written on the inner envelope.

This inner envelope should then be placed in a sealed an outer envelope and addressed to:
The Chairman,
Public Procurement Board,
Ministry of Finance and Economic Management,
Brades, Montserrat.

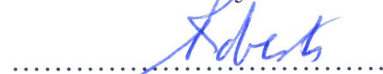
The name of the project should be written on this outer envelope and should read, “Tender for the Supply of a Diesel Engine driven Electric Generating Alternator for the SDM/MOFEM”. The outer envelope should bear no identification of the tenderer. **Please ensure that no additional marks are placed on the outer envelope.**

Tenders, both electronic and hard copies, are to be received no later than **12:00 mid-day** Eastern Caribbean time or 16:000 UK time on **Thursday 7th March 2019**. The opening of the tenders will be at 2:00pm Eastern Caribbean Time on **Friday 8th March 2019**.

Tenders are to be taken to the Ministry of Finance main office where the tenderer would place their tender in the Tender Box and be given a signed and dated receipt.

Electronic query relating to the tender should be submitted via the Mytender Portal <http://www.mytenders.org/>. The deadline for the submission of electronic queries is Wednesday 6th March 2019. Queries can also be made in writing and email to the Head of Statistics at Robertss@gov.ms. The deadline for the submission of queries is 4:00 pm on Wednesday 6th March 2019.

Yours sincerely



Sylvan Roberts
Head of Statistics
Ministry of Finance and Economic Management

1.0 INVITATION TO TENDER

Scope of Work

The Statistics Department of Montserrat, Ministry of Finance and Economic Management is soliciting bids from qualified businesses and individuals to provide

proposals to supply a Diesel Engine driven Electric Generating Alternator for use by the Montserrat Secondary School and the Montserrat Community College. The equipment must conform to the detailed specifications description provided in this tender document. Respondents are required to complete the enclosed Bill of Quantities taking into account the following considerations:

(a) Condition of Equipment

- a. The equipment to be supplied must be in new condition.

(b) Provision of Equipment

Cost associated with acquiring the specified equipment should be inclusive of shipping costs with adequate insurance coverage to Port Little Bay, Montserrat. The tenderer must allow for all Wharfage Dues, Package Tax, Importer's Licenses (where applicable), Stamp Duties, and charges that may be required.

i.

(c) Documentation

- i. Provision of all documents pertaining to the equipment which form part of this tender to include, but not limited to, operation manuals, and warranty details. All manuals are to be written in English or an English translation should be provided.

(d) Transportation from Port Little Bay to Premises of the Statistics Department of Montserrat

- i. Cost associated with the loading, un-loading and transportation of equipment from Port Little Bay to the Statistics Department of Montserrat premises in St. John's will be covered within this agreement.

(e) Delivery Duty Paid

- i. Cost associated with securing release of the equipment from Montserrat Customs and Montserrat Port Authority will be covered by the Government of Montserrat.

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, Document Checklist, Anti-collusion statement and the Respondent's Identification and Details**. Failure to fully complete and return these documents will render the bid non-compliant and it will be rejected.
3. This transaction will be subjected to taxation in accordance with the current legislation. **Tenderers must submit a valid Tax Compliance Certificate** from Inland Revenue with their bids. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms.
4. Electronic tenders are to be uploaded and submitted onto the My Tenders portal at <http://www.mytenders.org/>.
5. In submitting tenders by hard copy, the completed tender document must be submitted in a sealed inner envelope and addressed to:
**The Chairman
Public Procurement Board
Ministry of Finance and Economic Management
Brades
Montserrat**

The name of the project should also be written on this inner envelope and should read, **"Tender for the Supply of a Diesel Engine driven Electric Generating Alternator for the SDM/MOFEM"**.

The name of the tenderer should also be written on the inner envelope. The inner envelope should be placed in a larger outer envelope, sealed and address to:

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

The name of the project should be written on the outer envelope and should read **"Tender for the Supply of a Diesel Engine driven Electric Generating Alternator for the SDM/MOFEM"**.

6. Tenders are to be received, no later than **12:00 mid-day Eastern Caribbean time on Thursday 7th March 2019**.
7. All tenders will be arithmetically checked and any error 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.
8. Tenderers are not allowed to submit multiple or alternative tenders.

9. The Public Procurement Board is not bound to accept the lowest or any tender and has the right to accept or reject any or all tender offers.

10. Tenders will be evaluated based on the criteria outlined in this document.

11. Tenders must be submitted exclusively in English and addressed to:

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

Tenders submitted by any other means will not be considered. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

All written communications for this tender and contract must be in English.

12. Tenderers must provide the Government of Montserrat with all user manuals and other operating instructions which are supplied with the equipment. All manuals must be written in English.

13. The currency to be used in the completion of this document is Eastern Caribbean Dollars (XCD). In addition the subsequent contract would also be based in Eastern Caribbean Dollars (XCD). In the event that you trade in US currency, the exchange rate applicable for the US to XCD is USD 1.00 = XCD 2.7169.

14. TAX: Except in cases where there is an exemption from tax, of which proof must be provided; residents of Montserrat for tax purposes are subject to tax on the profits from this project while non-residents are liable to a 20% withholding Tax deduction from the gross amount.

15. Please take into consideration your tax obligations and liabilities to the Government of Montserrat. For further information please contact Montserrat Customs & Revenue Service (MCRS) via email at irev@gov.ms

3.0 FORM OF TENDER

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

Dear Sir/Madam,

Tender for the Supply of a Diesel Engine driven Electric Generating Alternator

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 specification as provided in the tender documents.

☐ **Diesel Engine driven Electric generating alternator**

For the sum of: EC\$ _____

(Words) _____

☐ **ATS Automatic Transfer Switch**

For the sum of: EC\$ _____

(Words) _____

Total bid amount: EC\$ _____

(Words) _____

Please note the applicable exchange rate from US\$ to XCD is 2.7169

If my/our tender is accepted, I/We undertake to complete the sourcing and delivery of 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:

Email:

Date:

4.0 PRODUCT SPECIFICATIONS

Make: FG Wilson Diesel Generator Set

Model: P33-3

37.5 kVA/30.0 kW STANDBY @ 400/230 VAC Three Phase, 60Hz

33.8 kVA/27.0 kW PRIME @ 240/120 VAC Three Phase 60Hz

Engine Make: Perkins Mechanical Engine

Engine Model: 1103A-33G1 Mechanical Governor

Alternator Type: Marelli AC Alternator

Alternator Model: MJB 160 MB4 with Shunt Excitation Deepsea 4520 Digital Controller

Residential Silencer, ABB Breaker suited for the Unit; CALG ENCLOSURE UNIT

AUTOMATIC TRANSFER SWITCH

ASCO Series 300

3-Poles with Switched Neutral, 104 Amps, 400 VAC, 60 Hz, Group G Digital Controller; Nema 1.

5.0 GOVERNMENT OF MONTSERRAT (GOM) GENERAL CONTRACT CONDITIONS

This Agreement is made the..... day of..... 2019 between the **GOVERNMENT OF MONTSERRAT** having its headquarters at Government Headquarters, Brades, Montserrat acting herein and represented by the Financial Secretary, Ministry of Finance and Economic Management (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.

GENERAL CONDITIONS

1 Definitions

- a) The “Contract” means these General Conditions together with the Specifications, drawings and includes the contract agreement
- b) The “Employer” means the Government of Montserrat
- c) The “Quantity Surveyor” means a duly authorized representative of the Employer
- d) The “Government Architect” means a duly authorized representative of the Employer
- e) The “Contractor” means the company awarded to carry out the works
- f) The “colony” means the colony of Montserrat
- g) The “Site” means the areas and/or places whereon or in which the Works are to be carried out
- h) The “Works” means the works to be executed in accordance with this Contract as described in the Specifications
- i) The “language” of the Contract shall be English
- j) The “Law” applicable to the Contract, shall be the Laws of Montserrat
- k) The “Supervising Officer” means the Head of Statistics or the Accounting Officer for the Ministry of Finance and Economic Development.

2 Contract Document - Priority

- 1) Form of Tender
- 2) Contract Agreement
- 3) Specifications/Description of Works
- 4) Conditions of Contract
- 5) Any other document forming part of the Contract

3 Extent of Contract

The Contract comprises of all works pursuant to the repairing of all leaks in the galvanize roof as well as the main works as described in the scope of works and specifications, and to supply all necessary labor, plant and temporary works to complete the described works as are required by the scope of works.

4 Power to Vary or Omit

a) The Employer reserves the right to vary from time to time during the progress of the works, the Specifications and shall in writing notify the Contractor of such variation. If the instructions are given orally, they shall, within two (2) days be confirmed in writing by the Director of Education. In the event of any such variation involving an alteration in the cost or in the period required for completion, an agreed revision of contract price and/or time of completion may be made and any such alterations should be deemed part of the Contract.

No variation, alteration or addition to the work indicated in the Specification shall be made unless the written instruction of the employer has been obtained.

5 Assignment of Contract

Neither the Employer nor the Contractor shall, without the written consent of the other, assign this Contract or any rights thereunder.

6 Supply Materials

The Contractor shall make all reasonable efforts to supply in a timely manner only such materials as needed for the completion of the works.

7 Workmanship

- i. The Contractor shall at all times carry out his work in accordance with the Laws of Montserrat.
- ii. The Employer may, during the course of the Contract inspect any completed or part-completed work of the Contractor. If the Employer is not satisfied with such work, he/she shall in writing, inform the Contractor of his dissatisfaction.
- iii. Notwithstanding any such progress inspection by the Employer, the Contractor shall at all times proceed diligently with performance of the Contract. On completion of the works, the Contractor shall satisfy the Employer as to the quality and fitness of the work.

8 Removal of Debris

The Contractor shall remove all debris caused by their work periodically as it accumulates and shall leave the site clean on completion of the Contracted Works.

9 Supervision of Works and Skilled Workmen

The Contractor shall provide all necessary superintendence during the execution of the works. The Contractor shall employ in the execution of the Works only such persons who are carefully skilled and experienced in their respective trades.

The Supervising Officer could (but not arbitrarily or vexatious) issue instructions requiring the exclusion from the Works of any person employed thereon.

10 Contractor's Equipment

The Contractor shall provide at their own cost all tools and equipment necessary for the purpose of carrying out the specified Work in an organized and expeditious manner.

11 Payment Fees

The Contractor shall be responsible for the payment of all fees necessary for the completion of the Contract required by a Statutory Authority within or without the Colony.

12 Safety

The Contractor is responsible for the safety of all persons employed by him. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety procedures, safety precautions and safety programs in connection with the performance of the contract.

- a) He or she shall in no way carry out any work that could be seen to endanger the life of any of his/her employees or of any member of the general public, including any other employee of the employer or staff at the Statistics Department of Montserrat.
- b) The Contractor is responsible for ensuring the protection of all Staff of the Statistics Department throughout the contract period against dust, and or physical injury.

13 Injury to or death of a person

The Contractor shall be liable for and shall, indemnify the Employer against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or Common Law in respect of personal injury to or death of any person arising out of or in the course of or caused by the carrying out of the Works.

14 Damage to Property

The Contractor shall be liable for and must indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission and default of the Contractor.

15 Evidence of Insurance

The Contractor shall produce such evidence as the Employer may reasonably require that the insurance's referred to herein have been taken out and are maintained at all material times until contract completion.

16 Payment to the Contractor

Payment to the Contractor will be made on completion of the works except that retention of 10% will be held from that payment. Such retention money will only be released at the end of the warranty period provided that all works have been executed to the satisfaction of the Employer.

17 Warranty Period

A warranty period of 12 months is part of the Contract agreement, during which time the Contractor bears the full responsibility for the execution of maintenance of the works and any repairs or correction which might become necessary to any part of the works due to the failure and incorrect performance of the Contractor or any of his Sub-contractors.

18 Handing Over Completed Works (Practical Completion)

The Contractor shall notify the Employer in writing of his completion of the contracted Works. The said work shall be subject to the satisfaction of the Employer and the statutory body having jurisdiction that all the Works is completed and in good order. The Supervising Officer shall certify the date when in his/her opinion, the works have reached practical completion. This date shall be the date of commencement of the warranty period.

19 Matters not Contained in the Contract

Any matter not explicitly provided for within this Contract shall be in the matter of a separate agreement between the Employer and Contractor. Any such agreement shall be part of this Contract.

20 Matter of Disagreement/Mediation and Resolution

If a dispute arises under this Contract, the parties agree that they would first exhaust the provisions outlined in sections 46, 47 and 48 of the Public Finance (Management and Accountability) Procurement Regulations 2012. If the parties fail to come to an amicable resolution through the provisions outlined above, then the dispute shall be settled with the help of a mutually agreed-upon mediator in Montserrat. The parties shall share any costs and fees equally, excluding individual attorney fees associated with the mediation process.

21 Contract Documents

- a) The Contractor shall receive two complete copies of Contract Documents
- b) Subsequent to the commencement of the Contract, the Contractor shall receive a copy of all additions to and amendments to the Specifications or drawings.

22 DETERMINATION OF THE CONTRACT

1) Default by the Contractor

If, before the date for practical completion, the Contractor shall make a default in any one or more of the following respects:

- a) Without reasonable cause he wholly or substantially suspends the carrying out of the works, or
- b) He fails to proceed regularly or diligently with the works, or
- c) He refuses or neglects to comply with a written instruction given by the Head of Statistics or the designated engineer and by such refusal or neglect the works are materially affected. The Head of Statistics may give to the Contractor a notice specifying the default or defaults.

If the Contractor continues with the default for 14 days from the issue of the notice under the contract the Employer may, by a further notice to the Contractor, determine the employment of the Contractor under this Contract. Such determination shall take effect on the date of receipt of such further notice.

A notice of determination shall not be given unreasonably or vexatiously.

2) Consequences of determination of Contract:

The designated engineer in discussion with the Head of Statistics shall determine the amount due to the Contractor which shall include loss, damage or expenses incurred by the Employer as a direct consequence of the determination. A final payment will be prepared conferring determination.

3) Default by the Employer

- a) If the Employer does not pay by the final date for payment the amount properly due to the contractor in respect of any certificate and/or any VAT properly chargeable on that amount; or
- b) Interferes with or obstructs the issue of any certificate due under this contract; or
- c) If before practical completion of the Works, the carrying out of the whole or substantially the whole of the uncompleted Works is suspended for a continuous period of one month or more by reason of:
 - 1. Head of Statistics or the designated engineer's instructions and/or;
 - 2. Any impediment, prevention or default, whether by act or omission, by the Employer, The Head of Statistics or any person for whom the employer is responsible.
 - 3. If a specified default or a specified suspension event continues for 7 days from the receipt of notice, the Contractor may on, or within 10 days from, the expiry of that 7-day period by a further notice to the Employer terminate the Contractor's Employment under this Contract.

3) Determination by the Contractor or Employer

If, before the date of practical completion, the carrying out of the whole or substantially the whole of the uncompleted works is suspended by reason of one or more of the events stated below for a period of three months or more

- a) Force majeure, or
- b) Instructions given by the Head of Statistics or the designated engineer.

Then the Contractor or the Employer may upon expiry of the period of the suspension give notice in writing to the other that unless suspension is terminated within 7 days after the receipt of such notice.

The Employer shall pay to the Contractor, the total value of the work properly executed at the date of determination of the employment of the Contractor, such value ascertained in accordance with the conditions as if the employment of the Contractor had not been determined

A notice of determination shall not be given unreasonably or vexatiously.

23 SUSPENSION OF THE UNCOMPLETED WORKS

The Head of Statistics may issue instructions in regard to the postponement of any or all the works to be executed under this contract.

24. RETENTION

An amount representing 10% of the tendered sum shall be retained by the client for a period of 6 months. In the event that the client finds any defect in workmanship or material prior to the expiration of the retention period the client has the right to apply the sum retained to making good the defects.

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

Insert names etc.

A. SERVICE PROVIDER

Name.....

Designation.....

Signature.....

Witness Name.....

Designation.....

Signature.....

B. GOM

Name: Sylvan A. Roberts

Designation: Head of Statistics, Ministry of Finance and Economic Management

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)

C	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>	

----- Signature of Company Representative ----- Date	Company Name/Stamp
---	--------------------

7.0 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.....2019

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

8.0 TENDER DOCUMENT CHECKLIST

Tender for the Supply of a Diesel Engine driven Electric Generating Alternator for the SDM/MOFEM

Below are the following documents that are to be provided for a Tender to be compliant. All Tenderers and or their representatives are asked to supply and tick off the following information. Failure to provide any of the stated documents will result in the Tender being considered non-compliant and be rejected.

The following must be returned with your tender:

- (1) Completed and Signed Form of Tender. The Form of Tender document shall be signed by a person legally authorised to bind the firm to a contract. ☐
- (2) The complete tender sum should be clearly written and included in the form of tender, along with the completion period; ☐
- (3) Valid Tax Social Security Compliance Certificate (if locally based) ☐
- (4) Signed Anti-Collusion Statement ☐
- (5) Cost Proposal ☐

.....

Signed on behalf of Contractor

.....

Date

9.0 EVALUATION OF TENDER

Evaluation Criteria

The following evaluation criteria will be used to evaluate tenders received in response to this Invitation to Tender. The Administrative Compliance would be applied before the remaining criteria and is either pass or fail with failure meaning that bids would be deemed non-compliant.

Administrative Compliance

Tenderers must submit all the documents requested in the tender document. The tender checklist provides a list of requirements which need to be fulfilled. All Tenderers are required to fully complete the Form of Tender. A valid Tax Compliance Certificate must be submitted with each submission. Tenderers must sign and date the Anti-Collusion statement.

The submissions must meet all of the requirements in terms of submission date and time and packaging of the tender submission as stipulated in the Invitation to Tender.

Where **all** the above requirements have been fulfilled then the tenderer would advance to the next evaluation criteria. If any of the above mentioned items are not submitted, then the tender would be deemed non-compliant and the submission rejected.

Once the tenderer has met all of the administrative compliance requirements, the proposal will be advanced to the next stage of evaluation.

Second Stage Evaluation Criteria

Criteria Description	Weight (%)
Administrative Compliance	Pass/Fail
Price	40
Availability (Delivery Time)	20
Adherence to Specification	40

Cost (40%)

Tenderers must complete the Form of Tender and return it with their tender submission. The tendered price is a significant factor and the Government of Montserrat will seek to ensure that the products are supplied at the most economically advantageous price. 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.

Delivery Time (20%)

be given to those suppliers that can supply the equipment into Montserrat at the earliest time. The percentage for this criterion will be calculated proportionately to similar submissions from other tenders.

Specification (40%)

Adherence to technical specification is paramount. The SDM/MOFEM is particular that the stated specification is received from the supplier. Under no circumstance will the SDM/MOFEM accept equipment different in quality than those stated in the specifications.

Marks will be awarded depending on the degree of compliance with the technical specifications as compared with the other tenders.

Tenders must achieve a minimum score of 65% to be considered for award of contract. Tenderers that fail to meet the above qualifying score will be rejected and not considered for award of contract.

10.0 TIMETABLE FOR TENDERING

The timetable may be subject to change and any changes will be notified to bidders as soon as it is practicable.

Action	Dates
Issue Invitation to Tender	Tuesday 26 th February 2019
Deadline for the submission of queries and request for clarification.	Wednesday 6 th March 2019 at 4:00pm
Submission of Tenders	Thursday 7 th March 2019 at 12:00 noon
Contract Award	Wednesday 13 th March 2019



Government of Montserrat

CONTRACT PERFORMANCE REPORT

GoM Contract Ref	Start Date	Contractual Completion Date				
Service/Item Code	Contractor & VDB No (if known)					
Delivery Point	Project & Contract Title					
Original Contract Value	Original Programme (weeks)	Actual Completion Date:				
Completion Value (if agreed)	Final Programme (weeks)	Would you use them again?				
Any problems with performance or advance payment Comments		Yes / No				
		Yes / No				
CP score ✓ as		5 - goo	4 - goo	3 - poor	2 poor	1 awful
Organization						
Quality						
Personnel						
Environment						
Safety						
Commercial						
Manufacturing						
Technical						
Time						

Additional information (if necessary amplifying comments, eg why would you use them again if they had

scored poorly, were delays/increases in cost the fault of the supplier):

Signed (Project Officer)	Date:
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