

NEWS RELEASE
Public Tender Notice 7 of 2019

The Government of Virgin Islands (“GOVI”) represented by the Ministry of Finance, invites you to submit a bid for the supply and delivery of Goods as specified in the attached Appendices for the following Lots:

Lot 1

- **Pick Up Truck (2 Doors)**
- **Pick Up Truck (4 Doors)**

Lot 2

- **Forklift**

Lot 3

- **SUV**
- **SUV (Mid-Size) High End**

Bidders may submit offers for one or more Lots and contracts will be awarded on a Lot by Lot basis. Bidders must also be able to supply all items listed under each Lot.

I. Bid Submission

- a) Bidders should read these instructions carefully before completing the bid documentation. The bid must include each of the following documents identified below, fully completed by the bidder together with any supporting literature required by the relevant document. The documents marked Appendix are provided as appendices to this document. Failure to comply with any of the instructions concerning completion and submission of these documents may render (at GOVI’s absolute discretion) the bid non-compliant and the bid may be excluded from this competitive bidding exercise.

- **Schedule of Goods** (from Appendix B)
- **Bid Specification and Statement of Compliance** (from Appendix C)
- **Form of Bid** (from Appendix D)

The Form of Contract as attached at Appendix E to this RFQ, identifies the documents that shall be incorporated within any resulting Contract.

- b) Your price quotation shall consist of:
- (i) Request for Quote Appendices B, C and D - filled in and signed
 - (ii) Copy of Company Registration
 - (iii) Written confirmation of authorization of the signatory to sign on behalf of the Bidder consisting of:
 - a) The signatory must be listed on the Notice of Directors/ Change of Directors;
 - b) Where the signatory is not listed on the Notice of Director/ Change of Directors the Bidder must submit with its priced quotation a Notarized Power of Attorney given the signatory authorization to act on behalf of the Bidder
 - (iv) Possession of a valid Trade Licence or a certificate of corporation to conduct business in the supply of similar goods. For bidders registered to operate a business in the BVI, valid

Certificates of Good Standing are required from Social Security Board, Inland Revenue Department and NHI.

- c) **PRICES:** The prices should be quoted shall be CIP plus the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination as specified below for supply of materials and fittings. The Bidder shall fill in the price as described in the Terms and Condition of Supply.
 - (i) Prices shall include taxes and fees payable by the supplier.
 - (ii) The end user's address-place of delivery of Goods is: 33 Admin Drive, Road Town, Tortola, British Virgin Islands
 - (iii) **Tender documents are available upon request from: procurement@gov.vg**

The contact officer for additional information is Mrs. Ishma Hodge Rhymer, Procurement Coordinator (telephone number 284-468-4243)

II. Bids must comply with the following conditions:

- a) The bid as well as all correspondence and documents relating to the bid, between the bidder and GOVI, shall be in the English language. Supporting documents and printed literature provided by the bidder may be in another language but they must be accompanied by an accurate translation of the relevant passages in the English language, in which case, for the purposes of interpretation of the bid, the translation shall govern.

III. Sealing and Marking of Tenders

- a) The Tenderer should submit **one original and two copies** of the Tender. The original should be placed in a sealed envelope and marked "**Original**" and the copies placed in another sealed envelope and marked "**Copy**". Both envelopes should then be placed together in one main envelope.
- b) The inner and outer envelopes shall be addressed to:

The Chairman
Central Tenders Board
Procurement Unit
Ministry of Finance
Qwomar Trading Building #2, 2nd floor
Road Town, Tortola VG1110, British Virgin Islands

- c) The envelopes shall bear the following identification:
 - (i) Tender for **Supply of Government Vehicles**

- (ii) The words **"DO NOT OPEN BEFORE 10:00 AM AST, on Tuesday, 30th, July 2019.**

The inner envelopes only shall indicate the names and address of the Tenderer to enable the tender to be returned unopened in case it is declared late or is otherwise unacceptable.

- d) If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for misplacement or premature opening of the tender submitted. A tender opened prematurely for this cause will be rejected by the Employer and returned to the Tenderer.

IV. Submission of Tenders

- a) Tenders must be deposited in the "Tender Box" at the address specified in **III (b)**, no later **10:00 a.m., Tuesday, 30th, July, 2019.**

V. Tender Opening

- a) The Employer will open the tenders in the presence of any of the Tenderer's Representatives who choose to attend at **11:00 am on Tuesday, 30th, July, 2019** at the Ministry of Finance, Procurement Unit, Qwomar Trading Building #2, 2nd Floor.

VI. Late Tenders

- a) Late Tenders are not permitted. Any tender received by the Employer after the deadline for submission of Tender prescribed by the Employer shall be deemed never to have been received and will be returned unopened to the Tenderer.

Ministry of Finance
Procurement Unit
Qwomar Trading Building #2, 2nd Floor
Road Town, Tortola
British Virgin Islands

July, 2019

SALES AGREEMENT

**IN THE PURCHASE OF SUPPLY AND DELIVERY OF
GOVERNMENT VEHICLES**

between

MINISTRY OF FINANCE

and

(Name of Supplier)

Dated: _____

This Sales Agreement is made between the Government of the Virgin Islands, through its officials in the Deputy Governor's Office, having its primary address at 33 Admin Road, Central Administration Complex, Road Town, Tortola, British Virgin Islands (hereinafter referred to as "the Buyer") of (*Name of Supplier*), a company duly incorporated under the Laws of (*Country of Supplier*), and having its registered office at (*Address of Supplier*) (hereinafter referred to as "the Seller") of the Other Part, and both parts, where the context so admits (hereinafter referred to as "the Parties").

WHEREAS

- (i) The Buyer is desirous of purchasing of: **Supply and Delivery of Government Vehicles.**
- (ii) The Seller has represented to the Buyer that it is able to supply/ship to the Buyer, all items expressed (hereinafter referred to as "the Goods") as described in the Seller's Bid, at Appendix A hereto, which also specifies the Details of the Goods;
- (iii) The Buyer has accepted the Seller's Bid and has agreed to award the Contract to the Seller.

NOW THEREFORE in consideration of the foregoing recitals and the covenants and conditions herein set forth, the parties hereto agree to the following:

1. **Engagement and Duration**

- 1.1 The Buyer hereby engages the Seller and the Seller hereby agrees to supply/ship the Goods to the Buyer within (*delivery timeframe to be entered*) of the order being placed and in accordance with all the terms and conditions of this Agreement.

2. **Contract Sum**

- 2.1 The Parties agree that the Goods specified in Appendix B shall be for the sum of (*Total price and shipping to be entered*) (hereinafter referred to as "the Contract Sum") and said sum shall be due and payable as follows:
 - (i) **Deposit:** Fifty percent (50%) of the Contract Price shall be paid in due course after signing of the Contract.
 - (ii) **On Shipment and Acceptance:** Fifty percent (50%) of the Contract Price of the Goods shipped shall be paid to the Supplier's bank in its country, upon shipment of all Goods and Inspections completed by GOVI.

3. **Order and Delivery**

- 3.1 Upon the signing of this Contract and in accordance with the payment schedule in Clause 2 above, the Buyer shall forthwith order the Goods from the Seller and the Seller shall forthwith begin to act in accordance with the terms and conditions of the Contract, in particular, the terms and conditions specified in Appendix A hereto.

4. Acceptance

- 4.1 The Goods shall be deemed to be formally accepted by the Buyer unless the Buyer notifies the Seller in writing of any fault, defect or deficiencies in the Order within thirty (30) days of acceptance of the Goods.
- 4.2 Where the Seller is notified in accordance with Sub-clause 4.1, the Seller shall without delay remedy any such fault, defect or deficiencies in the Order at the Seller's own expense.

5. Termination

- 5.1 The Buyer shall be entitled to summarily terminate this Agreement without notice or payment in lieu of notice or other compensation whatsoever, if the Seller neglects, refuses, fails or for any reason becomes unable to perform its duties under this Agreement.
- 5.2 If either party fails to honour its obligations under this Agreement, then the other party may terminate the Agreement with one (1) months' notice.

6. Assignment

- 6.1 This Agreement or any of its rights or duties hereunder shall not be assigned by either party without the prior written consent of the other.

7. Force Majeure

- 7.1 In the event of any strike, civil commotion, fire, earthquake, hurricane or other circumstance (whether or not of a similar nature to the foregoing) over which the parties have no control and which causes a cessation or a substantial interference with the performance of the duties of the Seller, the duties of the Seller shall immediately be suspended until such circumstances have ceased.
- 7.2 The Buyer shall not be liable to make any payment in respect of the period of suspension caused by any event of force majeure.
- 7.3 In the event of force majeure, the Buyer may terminate this Agreement by a written notice informing the Seller of the reasons for the termination, in which case all payments to or on behalf of the Seller shall cease as of the date of termination.

8. Notices

- 8.1 Any notice given by the Seller shall be delivered or sent by post to the Buyer at the following address:

(Contact person to be provided)
Ministry of Finance
Central Administration Complex

33 Admin Drive
Road Town, Tortola VG1110
British Virgin Islands

8.2 Any notice given by the Buyer shall be delivered or sent by post to the Seller at the following address:

Name, designation and address of Supplier to be inserted

9. Delivery of Goods

9.1 The Goods shall be delivered by the Seller in accordance with its terms, including additional costs specified at Appendix A hereto.

9.2 The Buyer shall inform the Seller when the Goods are delivered to the Buyer.

10. Waiver

10.1 The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision.

11. Governing Law and Jurisdiction

11.1 This Agreement will be governed by and construed in accordance with the Laws of the Virgin Islands and each party hereby submits to such jurisdiction.

12. Conflict

12.1 Wherever under this Agreement there is a conflict between what is contained in Appendix A hereto and the other terms and conditions of this Agreement, the Terms and Conditions in Appendix A shall prevail.

13. Entire Agreement

13.1 This Agreement constitutes the entire agreement between the Parties, and supersedes any prior agreements, with respect to the subject matter hereof. No amendment to any term of this Agreement shall be valid unless mutually agreed to in writing by the Parties.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first above written.

Signed on the _____, 2019)
By Name of Authorized Representative)
for and on behalf of Supplier.) *Name*
) *Title/Designation*
)

in the presence of:

Witness: _____

Print Name: _____

Address of Witness:

Signed on _____, 2019)

by Hon. Andrew Fahie,)

Premier and Minister of Finance for and on)

behalf of the Government of the Virgin Islands)

Hon. Andrew Fahie
Premier and Minister of Finance
)
)
)

in the presence of:

Witness: _____

Print Name: _____

Address of Witness:

NOTARIAL CERTIFICATE

I HEREBY CERTIFY that the above-named **Hon. Andrew Fahie** appeared before me on the ___ day of _____, 2019 and being known to me to me acknowledged and above signature to be his and that he had freely and voluntarily executed this instrument for and on behalf of the Buyer and understood its contents.

.....
Notary Public

I HEREBY CERTIFY that the above-named (*Name of Supplier's Representative*) appeared before me on the _____ day of _____, 2019 and being known to me/being identified to me acknowledge and above signature to be his and that he had freely and voluntarily executed this instrument for and on behalf of the Seller and understood its contents.

.....
Notary Public

Attachments:

Annex A: Terms and Costs for Specifications/Order

Annex B: General Conditions