



**DIVISION OF FOOD PRODUCTION FORESTRY AND
FISHERIES**

DFPFF 2019 – 0002

**INVITATION TO TENDER
STANDING OFFER FOR
EQUIPMENT RENTAL SERVICES**

Closing date –

24th April 2019 at 1:00pm

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1. BACKGROUND INFORMATION

This Invitation covers the requirements for the rental of equipment for the Division of Food Production, Forestry and Fisheries (the “Division”) throughout Tobago. A “*call – out*” for the equipment shall be made depending on the works and or days the equipment is required. Rates shall be set and standardised by the Division.

2. SCOPE OF WORKS

- (a) The service includes the provision of heavy equipment on as “as needed” basis on rates agreed to mutually between the Division and the Tenderer.
- (b) Any Standing Offer Agreement resulting from this Invitation to Tender will be issued to provide sources of supply at predetermined agreed prices on an as needed basis.
- (c) All Bidders meeting requirements in accordance with this Tender shall be placed on a Standing Offer Arrangement. Such arrangement shall **not** be deemed as a commitment by Division to order any goods or services.
- (d) Any Standing Offer Agreement resulting from this Invitation to Tender shall be limited to the actual hrs ordered and delivered during the Agreement period.

3. CONDITIONS

- (a) The Bidder shall ensure that the item(s) on which they are tendering are available, or will be available for the delivery with a minimum of one (1) weeks’ notice being provided.
- (b) If requested, the Vendor shall enter into a formal contract only upon a call out being made, at which point the Vendor shall be contractually binded to undertake the works it has represented it can do.
- (c) Day(s) required to work shall either be set in advance or as the work progresses and be certified by the Division’s Project Manager at the rates prescribed in this Tenderer.

- (d) Any Standing Offer Agreement shall be issued for items where unit prices are predetermined but the quantities ordered may vary. Orders shall be placed, as and when required, by a Purchase Order under Standing Offer Agreement over the life of the Standing Offer Agreement as stipulated herein. Ordering shall be carried out on a best price available basis, provided that equipment availability and operator productivity is satisfactory to the Division representatives.
- (e) Any Purchase Order or Standing Offer Agreement issued pursuant to this Invitation to Tender shall be issued in the name of the Vendor exactly as that Bidder's personal or corporate name is stated in the Tender document. Under no circumstances will a Purchase Order or Standing Offer Agreement be issued to an individual or corporation other than that named in the Tender document. Similarly, payment shall only be issued in the name of the Vendor as stated in the Tender document.
- (f) All rates agreed to shall stand for a period of six (6) months following the date of the agreement.
- (g) Representations made by persons other than the Division's Administrator, Procurement Supervisor or any person so authorised by the Division shall not be binding on the Division and Vendors are advised to confirm that any representation for which they carry out acts are authorised by the relevant person(s).

4. DOCUMENT SUBMISSION REQUIREMENTS

- (a) **State** the name of the Tenderer, key contact person (phone, email), Name of Directors, registered address, business address and a recent utility bill. **Attach** Certificate of Incorporation/Registration/Notice of Directors, latest annual returns and utility bill of the Tenderer.
- (b) **State** whether the Tenderer(s) is in compliance with local Tax and NIS laws. **Attach** Valid VAT, NIS and BIR **clearance** certificates (where applicable).

- (c) List the full specifications of the equipment (make, model, capacity, age of equipment etc) and the proposed rental rates **per hour**. **Equipment to be included must be all type of excavators, graders, bulldozers, back hoes, dump trucks and lowboy trailer drawn with tractor truck.** This should be in a format prescribed by **Schedule II**.

For each item, evidence of ownership must be annexed to support the list. Evidence of ownership includes, certified copies, bill of lading, receipts for purchase and or affidavit of ownership. In attaching the evidence the Tender must do so in accordance with the equipment master list and for each item place a cover page and place the evidence under the cover page. Each cover page should be tabbed. For e.g. item 1 on the equipment master list should list the particulars of the equipment and attached shall be a cover page labelled with the corresponding number as the master list and the evidence placed below the cover page and this shall continue for each item. **The purpose of this is to enable the evaluation committee to easily move from the equipment master list to the evidence without having to search the document.** Tenderers should **NOT** just attach a bundle of evidence in a disorganised manner that is not properly organized. Given that the purpose of the tender is equipment rental, no sub – rentals shall be permitted.

Tenderers MUST submit **one (1) original and four (4) copies** of their bids in **ONE (1)** Envelope or if necessary **TWO (2)** envelopes. All tenders must be submitted in sealed envelopes, labelled in **BOLD** letter and addressed to -

The Administrator
Division of Food Production, Forestry and Fisheries
DFPFF 2019 – 0002
Invitation to Tender, Standing Offer Agreement, Rental of Equipment
and deposited in the tender box located at:

Tam Building
Division of Food Production, Forestry and Fisheries
Montessori Trace, Glen Road
Scarborough, Tobago

Closing date and time for tender submission

- **24th April 2019 at 1:00 pm**

5. PRICING

All prices quoted shall include all costs involved in the operation of equipment, including but not limited to: a suitably qualified operator, depreciation; interest; insurance; repairs; maintenance; supplies; fuel; lubricants; overhead; profit; and all other costs associated with the proper operation of the equipment. **Rates shall be valid for six (6) months in the first instance from the date of the Division publishing an approved list of equipment rental providers.**

6. INDEMNITY

The supplier shall be liable for and shall indemnify and hold harmless the THA, its agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings, whatsoever arising from work under this standing offer agreement, statute or common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the work and in respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the work. The contractor shall therefore be responsible for obtaining the relevant insurance policies in carrying out any works required and it shall be the responsibility of the contractor to obtain said insurance to include public liability insurance and workmen's compensation insurance.

7. HEALTH AND SAFETY

Contractors shall be responsible for abiding by the provisions of all relevant, statutes, legislation and common law principles related to health and safety, personal injury, damage to property, chattels etc.

8. EVALUATION METHODOLOGY

The Division shall categorise the type of equipment and the rental rates proposed for each category of equipment. The Division shall then consider a number of factors, such as market rates, averages, age of equipment, budgetary constraints etc. to set a fixed rate for each category of equipment. This fixed rate may be either above or below what various Tenderers

have proposed. The Division shall then make a counter – offer to Tenderers at a proposed rate per hour. Tenderers will then have the opportunity whether to accept or reject the rates proposed by the Division for each category of equipment. Tenderers who accept the rates shall be placed on the Division’s approved list of equipment rentals by type of equipment. “Call – outs” would then be based on the approved rates.

Decisions to contract with service providers shall be based primarily on proximity to location in which works are required, but may also take into account, functionality, past performance, reliability etc.

9. CLARIFICATIONS

Any bidders requiring clarification shall send an email to fpff_procurement@gov.tt **ONLY**.

10. CONTRACTING

Contracting shall take place on an “*as needed*” basis. Equipment owners in the immediate proximity of the location where the works are required shall be given first preference. Rates shall be at the rates on the Divisions’ approved list. The actual hours worked shall be recorded by the supplier or his representative and by a representative of the Division. Equipment owners must be able to mobilise within one (1) weeks’ notice and by submitting a tender has agreed to so do. No equipment provider is to commence work without the production of a purchase order by the Division, save and except, in the case of an emergency where this requirement may be waived.

**Schedule I
EQUIPMENT MASTER LIST**

Ser	Equipment Model	Equipment Brand	Machine Type	Age	Hrly Rate	State Exact Location Of Equipment Yard Or Where Equipment Shall Be Moving From	Is Evidence of ownership attached?
1	345 Excavator	Caterpillar	Excavator	5yrs	275.00	54 Pond Street, La Romaine, Canaan	YES-tab1
2	WA470	Komatsu	Loader	5yrs	350.00		YES-tab2

Ser	Equipment Model	Equipment Brand	Machine Type	Age	Hrly Rate	State Exact Location Of Equipment Yard Or Where Equipment Shall Be Moving From	Is Evidence of ownership attached?

Dated thisday of2019

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Authorized Representative

