

INVITATION TO BID (ITB)

INVITATION TO BID FOR SUPPLY AND DELIVERY OF MOTOR SCOOTERS

Date: 19/04/2023

Reference: ITB/OPER/001/2023

Dear Sir / Madam:

The Trinidad and Tobago Postal Corporation (hereafter the "Corporation") kindly request your company to submit a quotation for the supply and delivery of Motor Scooters.

The detailed specification of TTPOST requirements is provided in Annex 1 of this ITB

When preparing your quotation, please be guided by the attached hereto as Annex 1 and Annex 2.

Submission of Tender

Bidders should note that quotations should be received **by hand** no later than 3:00 pm on May 5th, 2023. One Original and electronic submission in your returned tender envelope which should be labelled as follows;

Request for Quotation for the supply and delivery of Motor Scooters

May 5th, 2023 at 3:00 PM

The Procurement Department

Trinidad and Tobago Postal Corporation

240-250 Golden Grove Rd,

Piarco 350462

Trinidad WI

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by the Corporation after the deadline indicated above for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned Service(s):

Delivery Location	As stated in Annex 1- Specifications
Currency of Quotation	TT Dollars
Value Added Tax on Price Quotation	As required
Deadline for Submission of Quotations	May 5 th , 2023 at 3:00 p.m.
All documentations, including catalogues,	Shall be written in English
instructions and operating manuals etc.	
Documents to be submitted with your Quotation	 a) Duly Completed documents as provided in Annex 2, and in accordance with the list of requirements in Annex 1; b) Valid NIS, VAT and BIR compliance certificates Documents confirming that the bidder is an authorised provider of the brand of equipment quoted;
Period of Validity of Quotes starting the Submission	Prices to be valid for one hundred and twenty (120)
Date	days. In exceptional circumstances, Corporation may request the Supplier to extend the validity of the Quotation beyond what has been initially indicated in this ITB. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Payment Terms	90% Net (30) days upon satisfactory delivery and presentation of an invoice, 10% retention fee 30 days after testing.
Evaluation Criteria	Least Cost Compliant (Price 100%)
Bidding Procedure	A one (1) envelope system will be used for the receipt and evaluation of tenders. Accordingly, the participant shall submit its Quality/Technical and its Price (Cost) bid in one envelope.
Corporation can Award to	One Supplier
Type of Contract	Supply contract/ Purchase Order
Special Conditions of Contract	Alternative semi-automatic specifications may be considered.
Condition for Release of Payment	Written Acceptance of services / works based on full compliance with ITB requirements
Annexures to ITB	Specifications of the services (Annex 1) Forms for Submission of Quotation (Annex 2) General Terms and Conditions/Special Conditions (Annex 3)
	Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries	saraiah.lewis@ttpost.net
(Written inquiries only)	Any delay in the Corporation's response shall not be used as a reason for extending the deadline for submission, unless the Corporation determines that

such an extension is necessary and communicates a new deadline to the suppliers.

The service / works offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of the Corporation's requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by the Corporation. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on the Corporation's re-computation and correction of errors, its quotation will be rejected.

The Corporation may carry out Post Qualification prior to award of a contract to the lowest evaluated bidder to confirm, verify, validate and ascertain the worthiness of all the statements made and documents submitted.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by the Corporation after it has received the quotation. At the time of award of Contract or Purchase Order, the Corporation reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this ITB shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of the Corporation herein attached as Annex 3.

The Corporation is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

The Corporation encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this ITB.

The Corporation implements a zero tolerance on fraud and other proscribed practices and is committed to identifying and addressing all such acts and practices against it, as well as third parties involved in the Corporation activities.

In participating in the procurement process and submitting a tender, you agree NOT to canvass, discuss your tender submission or your participation in the process or any requirements regarding clarifications or meeting requests, with ANY Corporation Staff, members or other parties, other than those explicitly identified in this ITB document. Any breach of this code of conduct may be:

- a) A breach of confidentiality requirements;
- b) A breach of the Data Protection Act 2011;

c) Or potentially anti-competitive, collusive or corrupt.

Moreover all vendors must comply with the Code of Ethics published by the Office of Procurement Regulation available at: https://img1.wsimg.com/blobby/go/e892ea65-c516-4b5a-afd3-5b6b16c02145/downloads/Ethical%20Code%20of%20Conduct%20for%20Suppliers%20and%20Cont.pdf?ver=1620664585605

Should the Corporation identify such a breach of this code of conduct, the Corporation reserve the right to remove your quotation from further consideration.

Contract Management

The Corporation will appoint a Corporation's Manager and the Contractor will appoint a competent, qualified and experienced person to act as a Contractor's Manager and the Parties will inform the other immediately of any change in appointment.

The Contractor's Manager will be authorised to act on behalf of the Contractor for all purposes connected with the Contract and any statement or direction given to the Contractor's Manager will be deemed to have been given to the Contractor.

If the Contractor requires an explanation or clarification of part of the Contract it will contact the Corporation's Manager and will accept and comply with the Corporation's Manager's explanation or direction which will be given or confirmed in writing.

From time to time the Corporation's Manager may appoint one or more other persons to act as their deputy and will notify the Contractor of any appointments.

The Contractor's Manager must be available during Normal Working Hours; if the Contractor's Manager is unavailable because of holiday, sickness, or statutory daily breaks, they must nominate a deputy to perform their duties.

The Corporation's Manager, acting reasonably, may because of the nature of the Services or the locations at which it is to be provided or by virtue of the behaviour of any of the Contractor's Personnel, require the Contractor to remove certain Personnel from the provision of the Services by giving the Contractor's Manager written notice to that effect, stating the reasons.

The Contractor will remove the Personnel referred to in 5.6 immediately and will, as soon as practicable, provide replacement Personnel of appropriate skills and experience.

For the avoidance of doubt, removal of any Contractor's Personnel from the provision of the Services does not mean dismissal from the employment or cessation of Services to the Contractor and the Corporation will not be liable either to the Contractor or to any of its Personnel in respect of any liability, loss or damage as a result of that removal.

The Contractor's Manager and Corporation's Manager will meet, as laid out in the Specification, or as otherwise agreed from time to time by the Parties, in order to monitor the Contractor's performance under the Contract.

Thank you and we look forward to receiving your quotation.

Sincerely yours

Trinidad and Tobago Postal Corporation

Saraiah Lewis For and on behalf of Procurement Department

ANNEX 1 - SPECIFICATIONS

Objective

- 1. To provide equipment to maintain and expand local and international service obligations on 42% of the 485 routes.
- 2. To improve the quality of service provided to existing and new customers
- 3. To improve cost efficiency and create potential for earning additional revenue

Deliverables

To provide the equipment that meets the specifications and needs of the Corporation as outlined in this ITB within 120 days of issuance of contract.

Inspection and Testing

- 1. Before dispatching the scooters, the Supplier shall be fully responsible for inspection and testing of the scooters for Compliance with the specifications for Ministry of Works and Transport requirements. The successful bidder shall also supply to the Purchaser a certified as true a copy of the Manufacturer's test sheet (s).
- 2. If as a result of any inspection or test the Purchaser is of the reasonable opinion that the inspected or tested scooters fail to comply with the Contract, the Purchaser shall inform accordingly the Supplier in writing and the Purchaser may reject the goods, where the scooters are rejected, the Supplier shall either replace them or make all alterations necessary to satisfy the Contract free of cost to the Purchaser within a reasonable time.
- 3. Where the Contractor is responsible for the Commissioning of scooters, the Supplier shall, after delivery of such scooters and in the presence of the Purchaser's representative(s) test the Goods to ensure that they are operating satisfactorily.
- 4. The Purchaser's right to inspect, test and where necessary, reject the scooters after the vehicles arrival at their final destination shall in no way be limited or waived by reason of the fact that the scooters having been previously inspected, tested and passed by the purchaser prior to arrival at their final destination.
- 5. The Contractor should advise in their tender their ability to service scooters throughout Trinidad and Tobago.
- 6. Nothing in this clause shall in any way release the Supplier from any warranty or any obligation under the Contract.

Detailed Specifications

Supply and Delivery of Motor Scooters

(Quantity-38)

ENGINE:

Displacement 110cc - 150cc

Number of Stroke 4 stroke; air cooled

Maximum Power 5.6 -7.0kw /7500rpm

Fuel Gasoline/Petrol

Fuel Capacity Minimum 4 litres

Transmission Semi-Automatic Transmission

Chassis Steel

Suspension

Front Telescopic ForksRear Dual Shocks

Braking System Front – Disk Rear - Drum

Starting System Kick/Electric

Battery 12VAH

BODY STRUCTURE:

Body Light weight

Top Speed Forty five plus (45+) MPH

Overall Length 1.840 - 2.000mm

Overall Width 660mm

Overall Height 1.145mm

Basic Weight 90 - 125kg

Fold up Seat/Seat Height 26"

Easy to read Instrument Cluster

Open foot Design

LAMPS:

Front 12V35W*1
Rear 12V5W
Brake 12V5W
Turn Lamps 12V3W

TYRE AND WHEELS:

Front 120/70 - 12" 3.50*12 (Minimum) Rear 130/70 - 12" 3.50*12 (Minimum) Wheels Aluminium Alloy tubeless star rim

COLOUR: Red with white and black splashes

DELIVERY BOX:

150 capacity with cover

Dimensions: Front to back - 13"

Length - Side to side 18 1/2"

Height - 12"

Colour: Red

MAINTENANCE

Submissions should include a detailed maintenance schedule, which must include parts inventory to satisfy the items in the specifications above.

The following are the proposed servicing requirements listing for scooters:

- 1) 1st service to be done at 1000km; required, oil change, tune brakes, tension chain.
- 2) 2nd service to be done at 3000km; required, oil change, tune brake tension chain.
- 3) 3rd service to be done at 5000km, oil change, tune brakes, tension chain.
- 4) 4th service to be done at 10,000km, oil change, tune brakes, tension chain.
- 5) 5th service to be done at 15,000km, oil change, tune brakes tension chain check neck of scooter to see if it needs tightening.
 - 6) Services same as 5, to be done at 5,000km intervals, progressively

Warranty on service ends at 50,000km or 3 years whichever comes first, at 5 years, scooters need to be certified to be road worthy.

MANUAL:

Operators (All information must be in English)

NOTE- - Alternative semi-automatic specifications may be considered.

ANNEX 2- Format for Submitting Supplier's Quotation

We, the undersigned, hereby accept in full the Corporation's General Terms and Conditions, and hereby offer to supply the services listed below in conformity with the specification and requirements of ITB Reference No. ITB/OPER/001/2023.

			Cost			Total Price (VAT
Item no	Description		QTY	Unit Price	Extended Price	Inclusive)
1	Supply and Delivery of Motor Scooters		38			
2	Maintenance:	Warranty:				
	Year 1	Year 1	38			
	Year 2	Year 2	38			
	Year 3	Year 3	38			
			1	Total		

Offer to Comply with Other Conditions and Related Requirements:

Other Information pertaining to our Quotation are as follows:	Supplier's Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, please indicate counter proposal
Supply & Delivery of Semi-automatic Scooters			
Delivery Lead Time (120 days)			
Validity of Quotation (120 days)			
All Provisions of the General Terms and Conditions			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the ITB

[Name and Signature of the Supplier's Authorised Person] [Designation]

ANNEX 3 – FORM OF ACKNOWLEDGEMENT

Dear Sir,			
	<u> </u>	ceipt of your Invitation to Bid (ITB No. ITB/OPER/001/2023 oters and hereby confirm that we:	
[]	NTEND [] DO NO	OT INTEND	
	t a Tender to the Trinidad and 1,at 2:00 PM.	d Tobago Postal Corporation by the deadline date of 03 March	
	on. Upon request, we will ret	nfidential and proprietary to TTPost and contains privileged turn this RFP or any part thereof, and all copies thereof, to the	
	ame of Authorized epresentative:		
Się	gnature:		
Tit	tle:		
Na	ame and Address of Tenderer:		
Te	lephone:		
En	nail:		
If you do	not intend to submit a propos	al, please indicate the reason:	
[]	We do not have the capacit	y to submit a proposal at this time.	
[]	We cannot meet the requirements for this RFP.		
[]	We do not think we can make a competitive offer at this time.		
[]	Other (please specify):		

ANNEX 4 - General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind the Corporation unless agreed to in writing by a duly authorised officer of the Corporation.

2. PAYMENT

- 2.1 CORPORATION shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the services and copies of the supporting documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorised by the CORPORATION, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of CORPORATION.

3. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by the Corporation, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

4. INSPECTION

- 4.1 CORPORATION shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 4.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

5. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by Corporation of the goods sold under this Purchase Order does not infringe any patent, design, tradename or trademark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold the Corporation harmless from any actions or claims brought against Corporation pertaining to the alleged infringement of a patent, design, tradename or trademark arising in connection with the goods sold under this Purchase Order.

6. RIGHTS OF CORPORATION

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary import licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, Corporation may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 6.1 Procure all or part of the goods from other sources, in which event Corporation may hold the Supplier responsible for any excess cost occasioned thereby.
- 6.2 Refuse to accept delivery of all or part of the goods.
- 6.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of CORPORATION.

7. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall; (i) immediately consult with Corporation to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by Corporation.

8. ASSIGNMENT AND INSOLVENCY

- 8.1. The Supplier shall not, except after obtaining the written consent of Corporation, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 8.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, Corporation may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

9. USE OF CORPORATION OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of the Corporation for any purpose.

10. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to Corporation without specific permission of Corporation in each instance.

11. SETTLEMENT OF DISPUTES

- **11.1 Amicable Settlement.** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Mediation Act Chapter 5:32, or according to such other procedure as may be agreed between the Parties.
- **11.2 Arbitration.** Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the Arbitration Act Chapter 5:01of Trinidad and Tobago. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

12.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of Corporation has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

13. AUTHORITY TO MODIFY:

Pursuant to the policies of Corporation, only the Corporation authorised official possess the authority to agree on behalf of Corporation to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against Corporation unless provided by an amendment to this Agreement signed by the Contractor and jointly by the Corporation Authorised Official.

END OF DOCUMENT